AZJ
10/15/2015
Item No. 4

AN ORDINANCE 2015-10-15-0866

AUTHORIZING THE DECLARATION AS SURPLUS AND CONVEYANCE OF 19 CITY OWNED REAL PROPERTY INTERESTS, LOCATED IN CITY COUNCIL DISTRICT 1 ALONG OR NEAR THE EXISTING SAN PEDRO CREEK, TO THE SAN ANTONIO RIVER AUTHORITY.

* * * * *

WHEREAS, a cooperative agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project (the "Project") was approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014; and

WHEREAS, in order to complete the Project the San Antonio River Authority is required to acquire various property interests adjacent or near San Pedro Creek, some of which are currently owned by the City of San Antonio; and

WHEREAS, approval of this request will result in the development of improvements along and near the San Pedro Creek that will create a world class experience for residents and visitors of San Antonio; and

WHEREAS, upon completion, the San Pedro Creek Improvements Project is expected to enhance containment of the 100-year floodplain, restore and improve water quality, reconnect people to a storied and historic natural resource, catalyze economic growth, and drive revitalization efforts that progress the social and economic well-being of the San Antonio community; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council finds that the San Pedro Creek Improvements Project serves a public purpose and will provide future public use upon completion. Therefore, the City Manager and her designee, severally, are authorized and directed to convey to the San Antonio River Authority the 19 real property interests described and as shown in **Attachment I**. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city deeds without warranty, joint use agreements, or easements substantially in the form shown in **Attachment II** as needed, conveying the above-described property to the San Antonio River Authority. The City Manager and her designee, severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the transactions, including executing and delivering all instruments and agreements conducive to effectuating the transactions and terminating any leases associated with the properties. Additionally, the City Manager and her designee, severally, are authorized to enter into parking agreements substantially in the form shown in **Attachment III** with the San Antonio River Authority related to parking lots or areas that are part of this transaction in order to maximize city benefit and use of the properties prior to construction on the sites by San Antonio River Authority.

SECTION 2. There is no financial account language associated with this ordinance.

SECTION 3. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulation contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 6. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this **15th** day of **October, 2015**.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for **Martha G. Sepeda, Acting City Attorney**

Agenda Item:	**4**
Date:	10/15/2015
Time:	10:04:31 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the declaration as surplus and conveyance of 19 City owned real property interests, located in City Council District 1 along or near the existing San Pedro Creek, to the San Antonio River Authority. [Lori Houston, Assistant City Manager and Acting Director, Center City Development & Operations]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I: Property Descriptions

Parcel No. P-148
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.320 Ac. Tract
(13,922 sq. ft.)

Being 0.320 acre of land (13,922 sq. ft.) and being all of Lots 1, 2, and 3, New City Block 150, San Antonio, Bexar County, Texas, recorded in Volume 1837, Page 464, Official Public Records of Real Property of Bexar County, Texas; said 0.320 acre tract (13,922 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the south right-of-way line of Travis St. with the southwest right-of-way line of Camaron St.; said PK Nail being the northeast corner of the said Lot 3 and also of the tract herein described;

1. Thence S 13°48'14" E, 297.16 feet departing the said south right-of-way line and continuing along the said southwest right-of-way line to a set PK Nail located at the intersection with the north right-of-way line of Houston St.; said PK Nail being the southeast corner of the said Lot 1 and also of the tract herein described;

2. Thence S 87°44'23" W, 69.68 feet departing the said southwest right-of-way line and continuing along the said north right-of-way line to a set PK Nail located at the intersection with the east right-of-way line of the San Pedro Creek; said PK Nail being the southwest corner of the said Lot 1 and also of the tract herein described;

Thence The following calls along the said east right-of-way line:

3. N 06°36'27" W, 139.48 feet departing the said north right-of-way line to a set PK Nail for an angle point;

4. N 01°56'53" W, 153.23 feet to a set PK Nail located on the said south right-of-way line of Travis St.; said PK Nail being the northwest corner of the said Lot 3 and also of the tract herein described;

Parcel No. P-148
Project Name: San Pedro Creek

5. Thence S 88°56'48" E, 19.98 feet departing the said east right-of-way line and continuing along the said south right-of-way line to the **Point of Beginning** and containing 0.320 acre of land (13,922 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

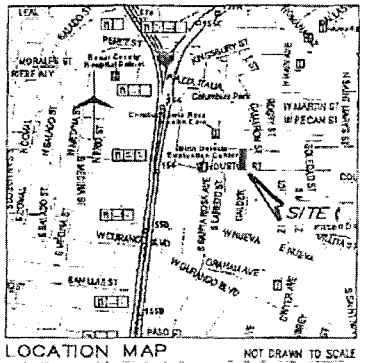
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 6, 2015

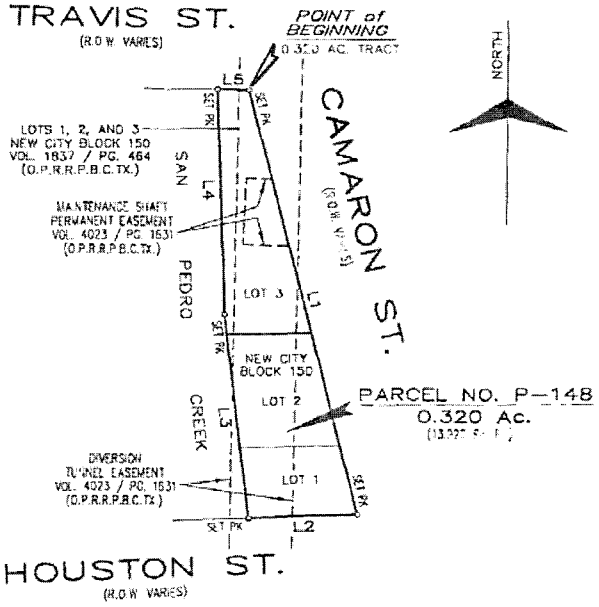
POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-148
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S13°48'14"E	297.16'
L2	S87°44'23"W	69.68'
L3	N05°36'27"W	139.48'
L4	N01°56'53"W	153.23'
L5	S88°56'48"E	19.98'

NOTES :

1. "SIPC" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PC"
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PC"
3. "TIE" DENOTES "X" TCHED IN CONCRETE
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&M.R.P.B.C.TX." = DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS
6. "O.P.R.R.P.B.C.TX." = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "O.P.R.B.C.TX." = OFFICIAL RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

[illegible] FOUND (13,922 SQ. FT.) AND BEING [illegible] OF LOTS 1, 2, AND 3, NEW CITY BLOCK 150, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 1837, PAGE 464, [illegible] OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

[illegible] 57, PG. 4[illegible] (D.&M.R.P.B.C.TX.)
VOL. 4023, PG. 1631 (O.P.R.R.P.B.C.TX.)

JOB NO. : [illegible] 3
DWN BY : [illegible]
DWG FILE : [illegible]

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELIANCE ON, THE TITLE COMMITMENT GF NO. 14[illegible]-03, TITLE RESOURCES GUARANTY COMPANY
EFFECTIVE DATE: MARCH 27, 2014
ONLY THOSE MATTERS CONTAINED IN THE TITLE COMMITMENT ARE THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME OF THIS EXHIBIT AND [illegible]

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 6th DAY OF APRIL 2015 , A.D.

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Techprep\Survey\LBDN12013_S\dwg\12013 Parcels 3.dwg 4/6/2015 8:44:48 AM CDT

Parcel No. P-159
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.305 Ac. Tract
(13,292 sq. ft.)

Being 0.305 acre of land (13,292 sq. ft.), being all of that called 0.306 acre tract known as Lot 1, New City Block 913, San Antonio, Bexar County, Texas, recorded in Volume 6556, Page 556, Official Public Records of Real Property of Bexar County, Texas; said 0.305 acre tract (13,292 sq. ft.) being more particularly described as follows:

Beginning at a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") located at the intersection of the south right-of-way line of Houston St. with the southwest right-of-way line of Camaron St.; said iron pin being the northeast corner of the said called 0.306 acre tract and of the tract herein described;

1. Thence S 07°59'34" E, 157.96 feet departing the said south right-of-way line and continuing along the said southwest right-of-way line to a set IP W/YC being the common easterly corner of the said called 0.306 acre tract and of a 0.180 acre tract recorded in Volume 1936, Page 190, Official Public Records of Real Property of Bexar County, Texas; said iron pin also being the southeast corner of the said called 0.306 acre tract and of the tract herein described;

2. Thence S 89°07'09" W, 96.29 feet departing the said southwest right-of-way line and continuing along the common line between the said called 0.306 acre tract and the said 0.180 acre tract to a found nail with a broken head located on the east right-of-way line of the San Pedro Creek; said nail being the common westerly corner of the said called 0.306 acre tract and of the said 0.180 acre tract; said nail also being the southwest corner of the said called 0.306 acre tract and of the tract herein described;

Thence The following calls along the east right-of-way line of the San Pedro Creek:

3. N 00°28'44" E, 98.80 feet departing the said common line to an IP W/YC set for an angle point;

Parcel No. P-159
Project Name: San Pedro Creek

4. N 01°35'25" W, 56.99 feet to a set IP W/YC located at the intersection with the said south right-of-way line of Houston St.; said iron pin also being the northwest corner of the said called 0.306 acre tract and of the tract herein described;

5. Thence N 88°21'41" E, 75.10 feet departing the said east right-of-way line of San Pedro Creek and continuing along the said south right-of-way line to the **Point of Beginning** and containing 0.305 acre of land (13,292 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015

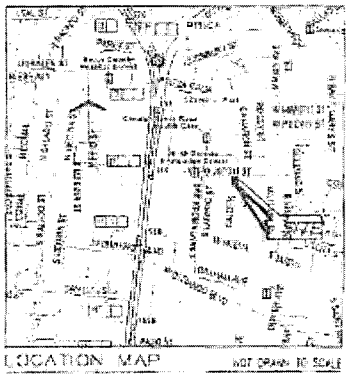
POZNECKI CAMARILLO INC

5535 CALLAGHAN RD. / TF 2 [illegible]
SAN ANTONIO, TEXAS 78228 [illegible]

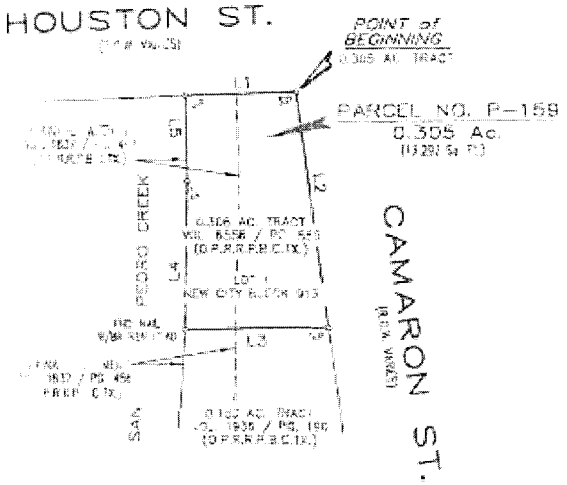
PARCEL NO. P-159
PROJECT NAME: SAN PEDRO CREEK

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

NORTH



LOCATION MAP — NOT DRAWN TO SCALE



LINE DATA TABLE		
NO	BEARING	LENGTH
L1	N88°27'41"E	75.10'
L2	S07°58'24"E	197.86'
L3	[illegible]	[illegible]
L4	N00°28'44"E	96.80'
L5	N01°15'25"W	56.55'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "POC"
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "POC"
3. "SE" "X" DENOTES "X" ETCHED IN CONCRETE
4. "FIP" DENOTES FOUND IRON PIN
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE, NAD 83) AS OBTAINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.305 ACRE OF LAND (13,292 SQ. FT.), BEING ALL OF THAT CALLED 0.305 ACRE TRACT KNOWN AS LOT 1, NEW CITY BLOCK 913, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 6556, PAGE 556, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 1935, PG. 156 (O.P.R.R.P.B.C.TX.)
VOL. 6556, PG. 556 (O.P.R.R.P.B.C.TX.)
VOL. 1935, PG. 456 (O.P.R.R.P.B.C.TX.)
VOL. 1935, PG. 490 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12053
DWN BY : TALAVANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\AFBES\Tech\Proj\Survey\LIDAR\2013_Survey\2013 Parcels.dwg 3/23/2015 10:57:56 AM CDT

Metes and Bounds Description
for a
0.102 Ac. Tract
(4,452 sq. ft.)

Being 0.102 acre of land (4,452 sq. ft.) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said 0.102 acre tract (4,452 sq. ft.) being more particularly described as follows:

Beginning at a set "PK" nail located at the intersection of the northeast right-of-way line of Cesar Chavez Blvd. and the northwest right-of-way line of San Pedro Creek; said PK nail being the most southerly corner of the said 0.102 acre tract and of the tract herein described;

1. Thence N 63°37'07" W, 22.05 feet departing the said northwest right-of-way line and continuing along the said northeast right-of-way line to a set PK nail at the common southwesterly corner of the said 0.102 acre tract and of Lot 5, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas; said PK nail being the most westerly corner of the said 0.102 acre tract and of the tract herein described;

2. Thence N 37°12'52" E, 202.71 feet departing the said northeast right-of-way line and continuing along the common line between the said 0.102 acre tract and the said Lot 5 to a found iron pin located on the common line between the said 0.102 acre tract, the said Lot 5, and a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common northeasterly corner of the said 0.102 acre tract and of the said Lot 5 and also being the most northerly corner of the said 0.102 acre tract and of the tract herein described;

3. Thence S 63°37'08" E, 22.67 feet departing the common line between the said 0.102 acre tract and the said Lot 5 and along the common line between the said 0.577 acre tract, a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas and the said 0.102 acre tract to a set PK nail located on the northwest right-of-way line of San Pedro Creek; said PK nail being the most easterly corner of the said 0.102 acre tract and of the tract herein described;

4. Thence S 37°23'09" W, 202.83 feet departing the said common line and continuing along the said northwest right-of-way line to the **Point of Beginning** and containing 0.102 acre of land (4,452 sq. ft.), more or less.

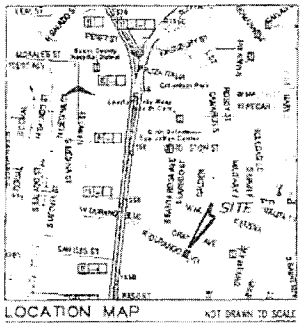
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

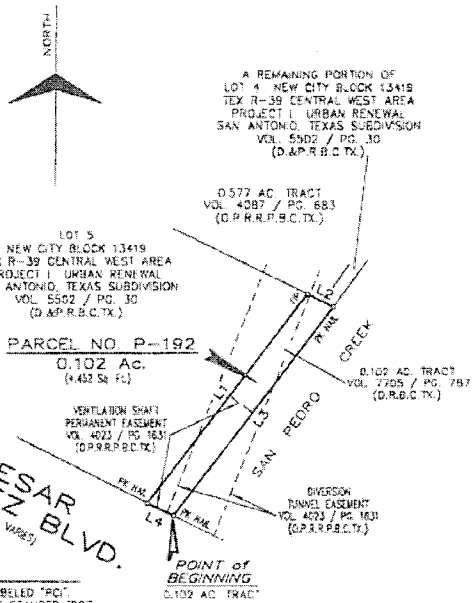
POZNECKI CAMARILLO INC
3835 CALLAGHAN RD / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-192
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N37°12'52"E	202.71'
L2	S63°37'08"E	22.67'
L3	S37°22'09"W	202.63'
L4	N63°37'07"W	22.05'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "POI".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "POI"
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.102 ACRE OF LAND (4,452 SQ. FT.) OUT OF NEW CITY BLOCK 13419, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 7705, PAGE 787, DEED RECORDS OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 5502, PG. 30 (D.&P.R.B.C.TX.)
VOL. 4087, PG. 683 (O.P.R.R.P.B.C.TX.)
VOL. 4023, PG. 1631 (O.P.R.R.P.B.C.TX.)
VOL. 7705, PG. 787 (D.R.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISION: APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Technical\Survey\LDD\2013_Sketch\12013 Parcels 2 CCSA Properties.dwg 4/21/2015 2:34:23 PM CDT

P-339

Parcel No. P-339
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.619 Ac. Tract
(26,971 sq. ft.)

Being 0.619 acre of land (26,971 sq. ft.) and being comprised of Lot A10, Lot A11, Lot A12, Lot A13, and a remaining portion of Lot A9, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.619 acre tract (26,971 sq. ft.) being more particularly described as follows:

Beginning at found 5/8" iron rod located at the intersection of the southeast right-of-way line of Laredo Street with the northeast right-of-way line of Guadalupe Street; said iron rod being the most westerly corner of the said Lot A12 and also of the tract herein described;

1. Thence N 36°07'43" E, 104.30 feet departing the said northeast right-of-way line and continuing along the said southeast right-of-way line to a found 5/8" iron rod being the common most northwesterly corner of the said Lot A13 and of a remaining portion of Lot 12, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 6695, Page 993, Deed Records of Bexar County, Texas; said iron rod also being the most northerly corner of the said Lot A13 and also of the tract herein described;

Thence The following calls along the common line between the said Lot A13, Lot A11, Lot A10, and the remaining portion of Lot A9 with the said remaining portion of Lot 12:

2. S 61°40'49" E, 70.32 feet departing the southeast right-of-way line of Laredo Street and along the remnants of a fence to a ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") set for an angle point;

3. S 61°45'39" E, 44.59 feet to an IP W/YC set for an angle poirt;

4. S 61°16'19" E, 73.25 feet to an IP W/YC set for an angle poirt;

5. S 60°32'57" E, 30.19 feet to an IP W/YC set for an angle poirt;

6. S 60°35'07" E, 31.75 feet to a set IP W/YC being the common corner of the said remaining portion of Lot 9A and of a 7,500 sq. ft. tract, recorded in Volume 4013, Page 1907, Official Public Records of Real Property of Bexar County Texas; said iron rod being the most easterly corner of the said remaining portion of Lot A9 and also of the tract herein described;

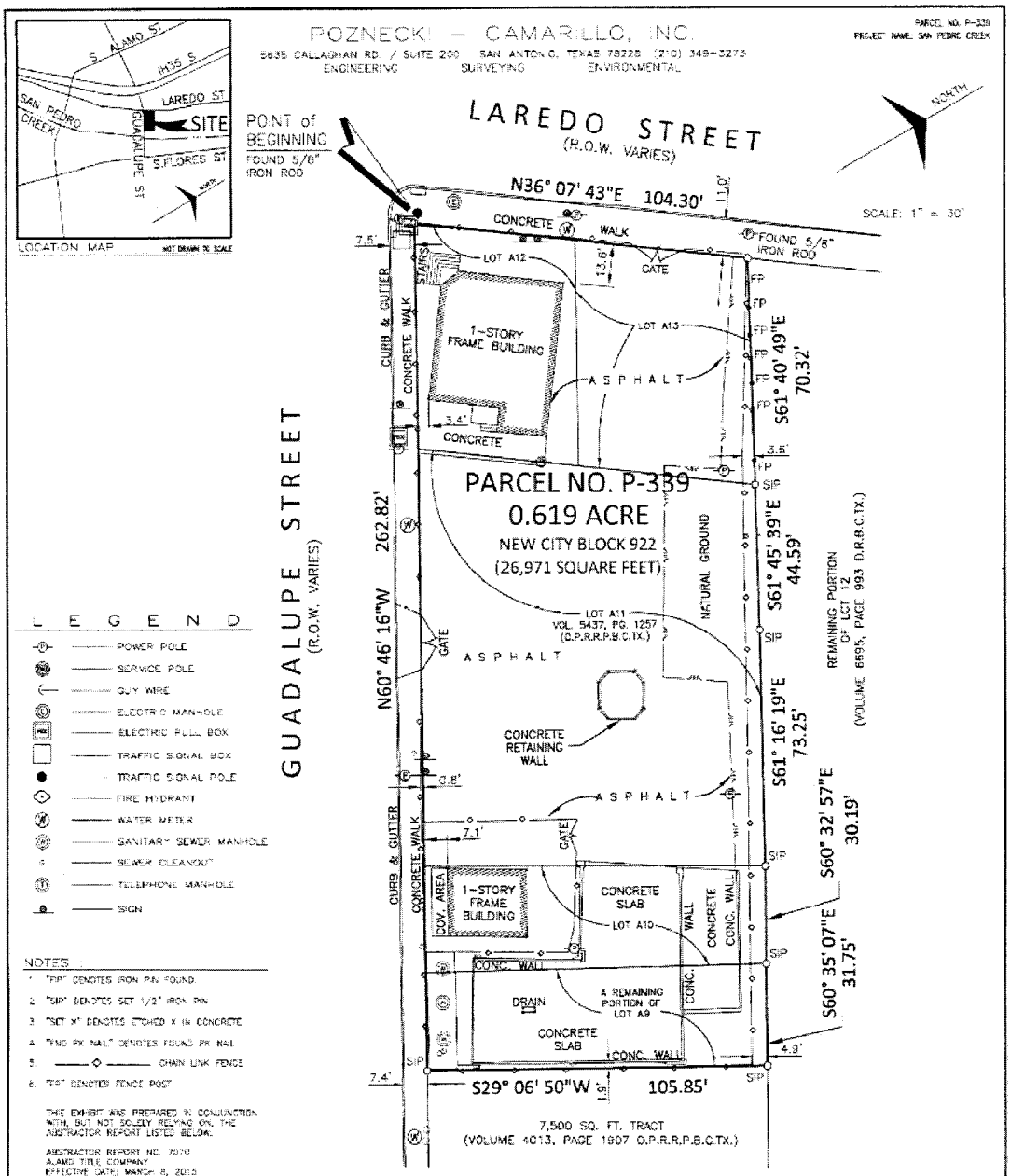
7. Thence S 29°06'50" W, 105.85 feet departing the said common line and continuing along the common line between the said remaining portion of Lot 9A and the said 7,500 sq. ft. tract to an IP W/YC located on the northeast right-of-way line of Guadalupe Street; said iron rod being the most southerly corner of the tract herein described;

8. Thence N 60°46'16" W, 262.82 feet departing the said common line and continuing along the said northeast right-of-way line to the **Point of Beginning** and containing 0.619 acre of land (26,971 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015

Revised September 24, 2015



L E G E N D

- POWER POLE
- SERVICE POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN

NOTES :

1. "FIP" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN
3. "SCT X" DENOTES ETCHED X IN CONCRETE
4. "FND PK NAIL" DENOTES FOUND PK NAIL
5. —— ◇ —— CHAIN LINK FENCE
6. "FP" DENOTES FENCE POST

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR REPORT LISTED BELOW.

ABSTRACTOR REPORT NO. 7070
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 8, 2015

ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.619 ACRE OF LAND (26,971 SQ. FT.) AND BEING COMPRISED OF LOT A10, LOT A11, LOT A12, LOT A13, AND A REMAINING PORTION OF LOT A9, NEW CITY BLOCK 922, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 4013, PG. 1907 (O.P.R.R.P.B.C.TX.)
VOL. 6695, PG. 993 (O.R.B.C.TX.)

JOB NO. : 12013
DWN. BY : C.ROD
DWG FILE : REF: DAY STAMP

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

THIS 27th DAY OF APRIL 2015 A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISED SEPTEMBER 24, 2015

SHEET 3 OF 3

Return to:

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

2313628

S.P #828

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

VOL 4137 PAGE 1257

09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

V0054 37 PAGE 1260

Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

VOL 5437 PAGE 1261

EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

Blair Warren

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Dalia H. Martinez
Notary Public in the State of Texas

My Commission Expires: 11-30-94

VOL 5437 PAGE 1262

0619E

P-339: NCB 922 Lot A10

Return to:

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

2313628

S.P #828

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

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Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

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Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

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Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

VOL 5437 PAGE 1257

09-10-92 0741099 0283324 $15.00 Y 001 11790

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Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

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VOL 5437 PAGE 1258

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VOL 5437 PAGE 1259

LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

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Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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LOT A12, NCB 922

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VOL 5437 PAGE 1261

EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

Blair Warren

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11/30/94

Dalia H. Martinez
Notary Public in the State of Texas

My Commission Expires: 11-30-94

VOL 5437 PAGE 1262

0619E

P-339: NCB 922 Lot A11, A13 and a portion of A12

Return to:

2313628

S.P. #828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

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§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

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REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

VOL 4 3 7 PAGE 1 2 5 7

09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

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EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

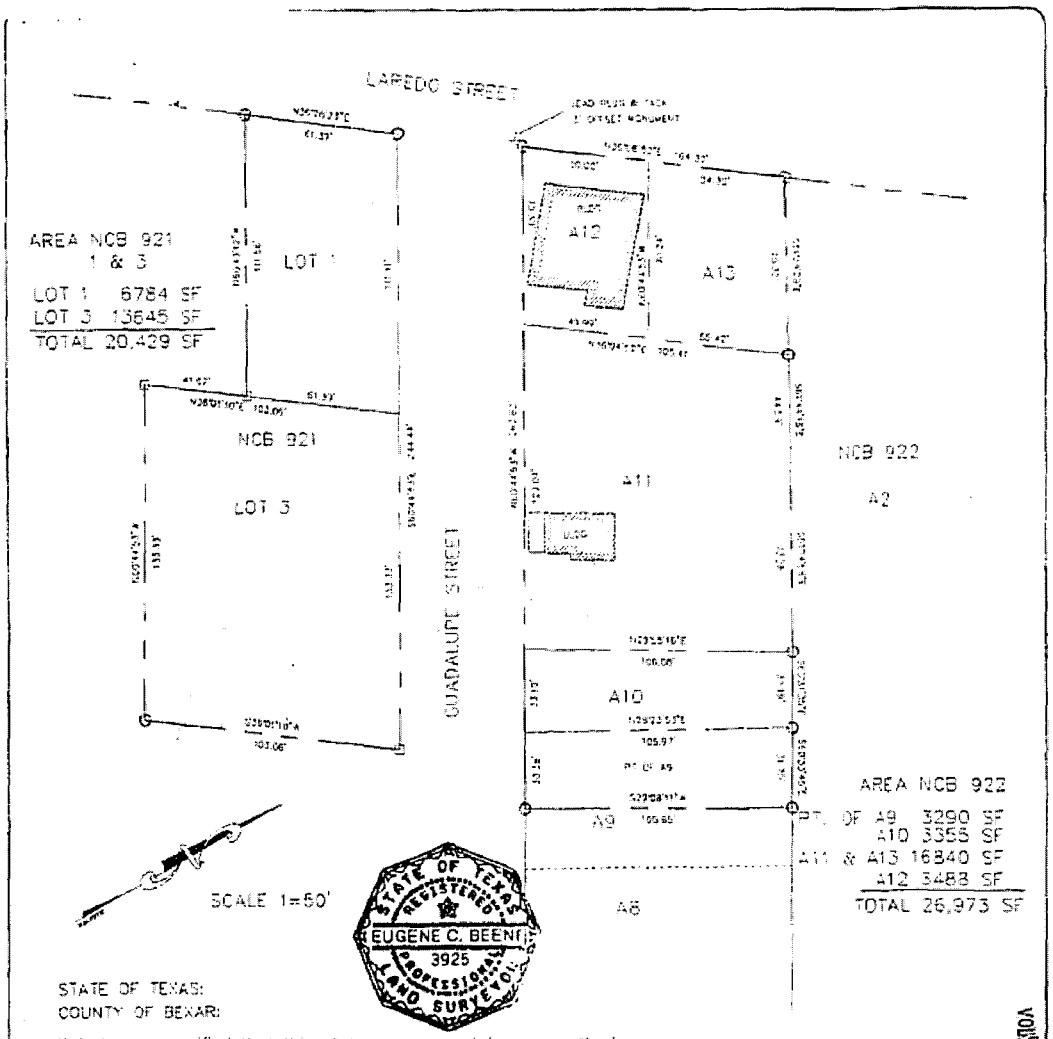
DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Notary Public in the State of Texas

My Commission Expires: 11-30-94

VOL 5437 PAGE 1262

0619E



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct

Eugene C. Beene Jr.

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO.3925

○ SET REBAR STAKE

⊟ FOUND REBAR STAKE

VOL 5 4 3 7 PAGE 1 2 6 3

SAN ANTONIO RIVER AUTHORITY

100 E. GUENTHER STREET
P.O. BOX 830027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: EB
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: SPR-RVT
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER SAN ANTONIO RIVER AUTHORITY

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO
1992 SEP 10 AM 9:09

STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official public records of real property of Bexar County, Texas on

SEP 11 1992

County Clerk Bexar County, Texas

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

VOL 4 3 7 PAGE 1 2 6 4

P-339: 3

Return to:

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

2313628

S.P. #828

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

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09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

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Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

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Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

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VOL 5437 PAGE 1259

LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

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Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

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Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

VOL 5437 PAGE 1260

Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

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Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

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Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

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EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

Blair Warren

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11/30/94

Dalia H. Martinez
Notary Public in the State of Texas

My Commission Expires: 11-30-94

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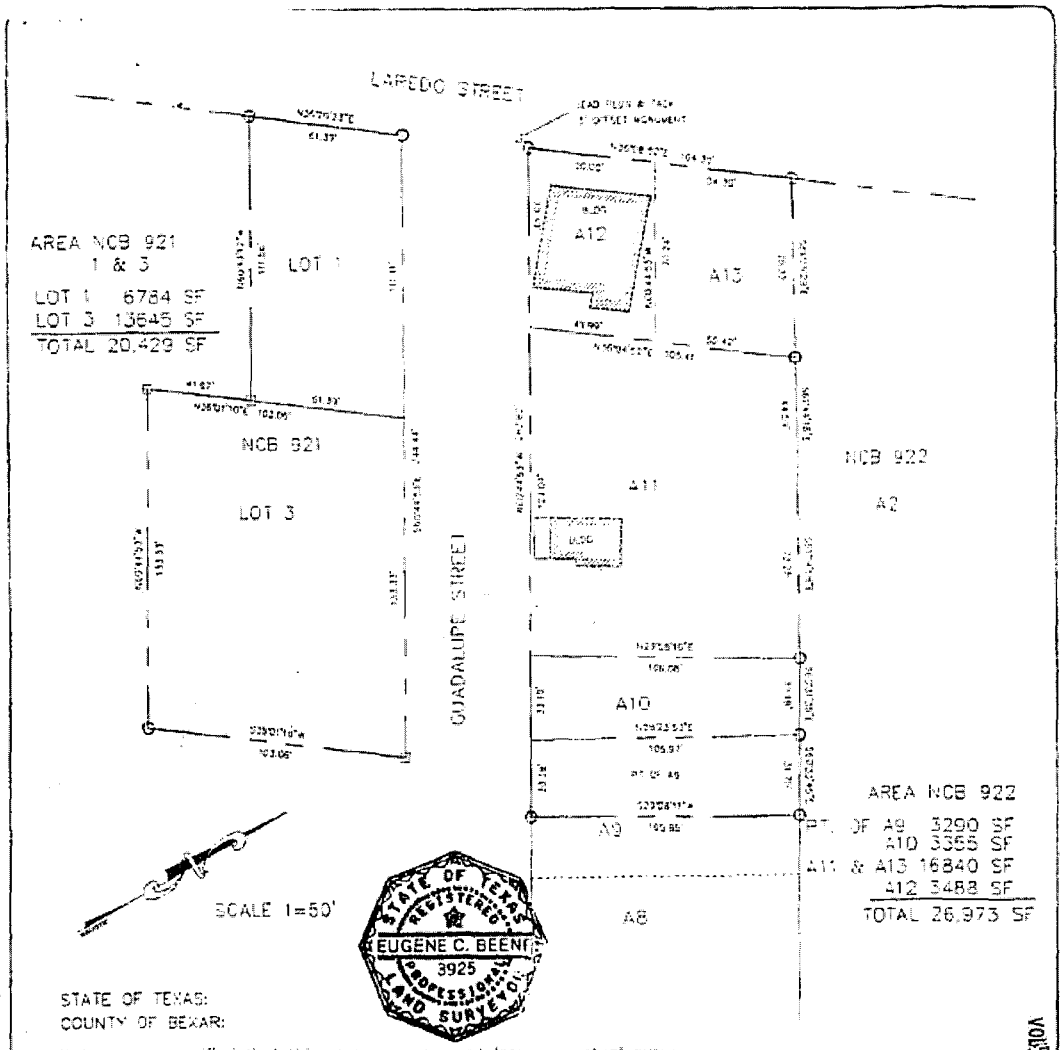
0619E



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct

Eugene C. Beene Jr.

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO.3925

○ SET REBAR STAKE

□ FOUND REBAR STAKE

VOL 5437 PAGE 1293

SAN ANTONIO RIVER AUTHORITY

100 E. GUENTHER STREET
P.O. BOX 830027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: EB
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: DTY-OUT
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER: SAN ANTONIO RIVER AUTHORITY

RECORDING MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO
1992 SEP 10 AM 9 09

STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in file number
Sequence on the date and at the time stamped hereon by me and was
duly RECORDED in the Official Public Records of Real Property of Bexar
County, Texas on

SEP 11 1992

County Clerk, Bexar County, Texas

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P-342: 6

Return to:

2313628

S.P.#828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

VOL 5437 PAGE 1257

09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.1B.

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

V0054 37 PAGE 1 2 6 1

EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

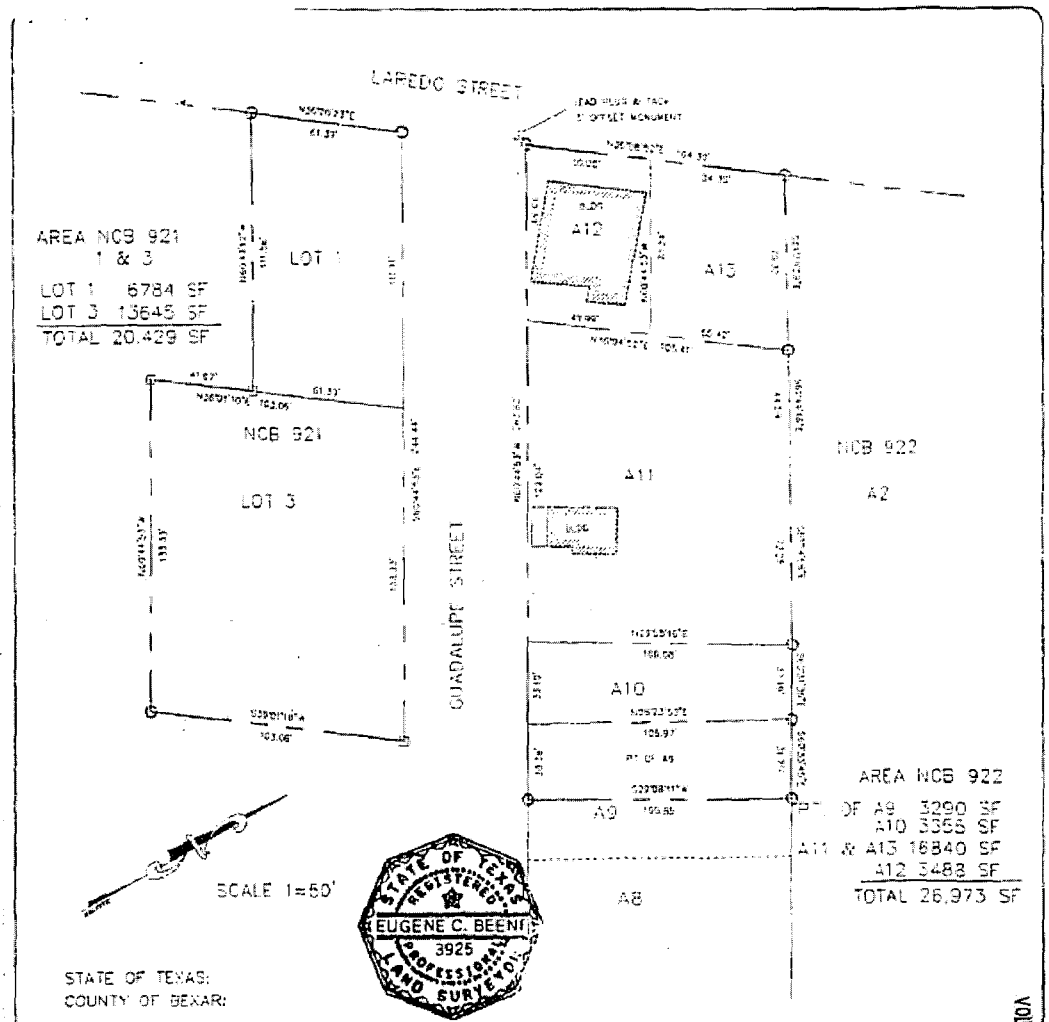
DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Notary Public in the State of Texas

My Commission Expires: 11-30-94

0619E

VOL 5437 PAGE 1262



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO 3925

SET RIBAR STAKE

FOUND RIBAR STAKE

VOL 5 4 3 7 PAGE 1 2 8 3

SAN ANTONIO RIVER AUTHORITY

100 E. GUENTHER STREET
P.O. BOX 830027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: Ed
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: 0174-001
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER SAN ANTONIO RIVER AUTHORITY

VOL 5437 PAGE 1264

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

[illegible] property because of [illegible] is invalid and unenforceable under federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on

SEP 11 1992

Robert D. Green

County Clerk, Bexar County, Texas

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO
1992 SEP 10 AM 9:09

Parcel No. P-342
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.469 Ac. Tract
(20,430 sq. ft.)

Being 0.469 acre of land (20,430 sq. ft.) and being the remaining portions of Lots 1 and 3, located within New City Block 921, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.469 acre tract (20,430 sq. ft.) being more particularly described as follows:

Beginning at a PK Nail found at a building corner located on the southwest right-of-way line of Guadalupe Street; said Nail being the common northeasterly corner of the said remaining portion of Lot 3 and of a 0.3966 acre tract recorded in Volume 12746, Page 2273, Official Public Records of Real Property of Bexar County Texas; said Nail also being the most easterly corner of the said remaining portion of Lot 3 and of the tract herein described;

1. Thence S 36°02'10" W, 103.06 feet departing the said southwest right-of-way line and continuing along the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") being the most easterly corner of a 0.263 acre tract recorded in Volume 16619, Page 960, Official Public Records of Real Property of Bexar County Texas; said iron pin being the most southerly corner of the said remaining portion of Lot 3 and of the tract herein described;

Thence The following calls along the common line between the said remaining portions of Lots 1 and 3 with the said 0.263 acre tract:

2. N 60°43'53" W, 133.33 feet departing the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set IP W/YC being the most westerly corner of the said remaining portion of Lot 3 and also being an angle point of the tract herein described;

3. N 36°02'10" E, 41.67 feet to a set IP W/YC being a common corner of the said remaining portions of Lots 1 and 3 and the said 0.263 acre tract; said iron pin also being an angle point of the tract herein described;

Parcel No. P-342
Project Name: San Pedro Creek

4. N 60°42'12" W, 111.56 feet to a set IP W/YC located on the southeast right-of-way line of Laredo Street and being the common northwesterly corner of the said remaining portion of Lot 1 and the said 0.263 acre tract; said iron pin also being the most westerly corner of the tract herein described;

5. Thence N 36°27'23" E, 61.39 feet departing the said common line and continuing along the said southeast right-of-way line to a set "X" in concrete located at the intersection with the southwest right-of-way line of Guadalupe Street; said X being the most northerly corner of the said remaining portion of Lot 1 and of the said remaining portion of Lot 1 and of the tract herein described;

6. Thence S 60°43'53" E, 244.44 feet departing the said southeast right-of-way line and continuing along the said southwest right-of-way line to the **Point of Beginning** and containing 0.469 acre of land (20,430 sq. ft.), more or less.

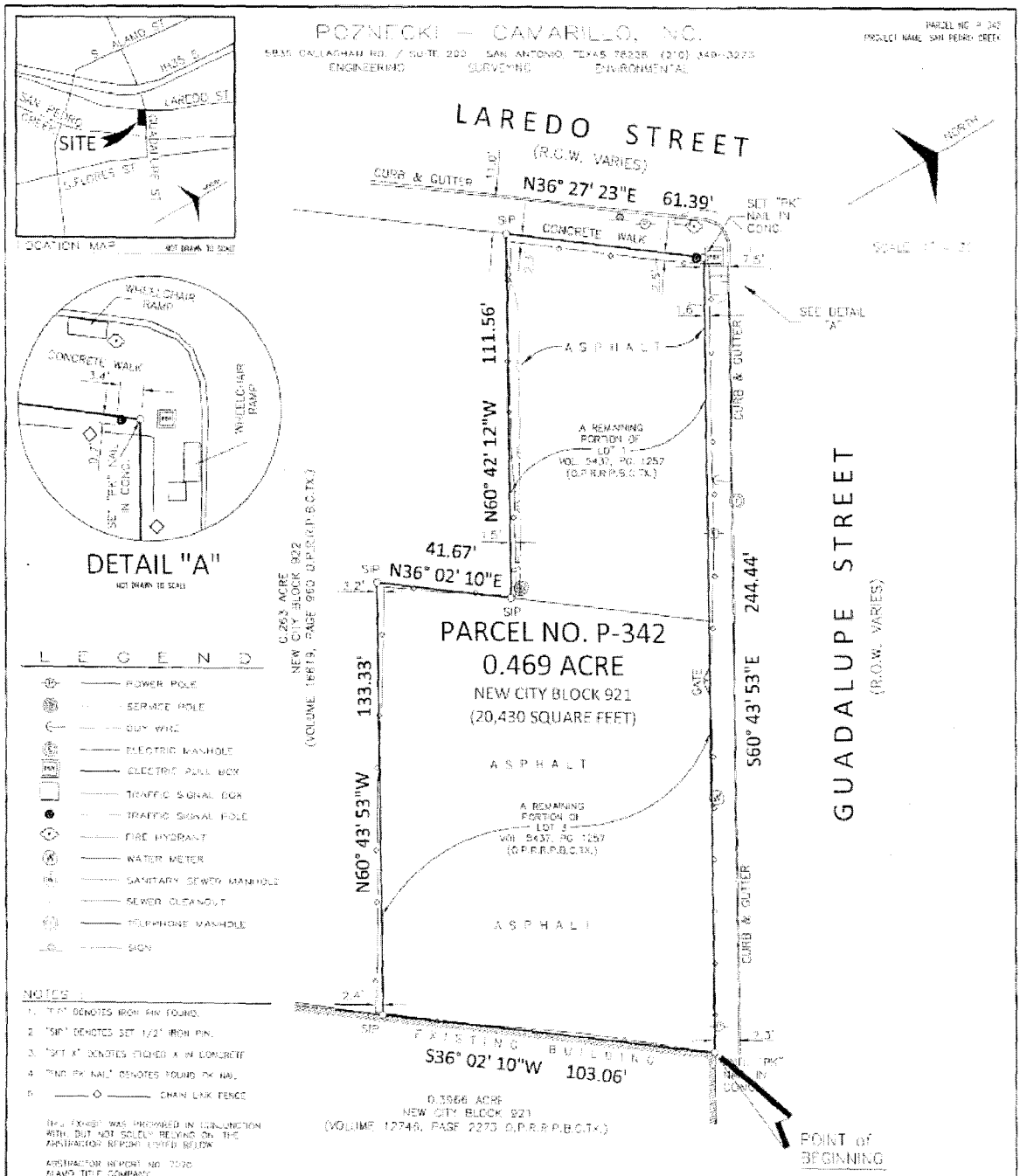
A plat of even date accompanies this metes and bounds description.

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015

POZNECKI — CAMARILLO, INC.
6330 CALLAGHAN RD. / SUITE 200 SAN ANTONIO, TEXAS 78228 (210) 349-3223
ENGINEERING SURVEYING ENVIRONMENTAL

PARCEL NO. P-342
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE

DETAIL "A"
NOT DRAWN TO SCALE

L E G E N D

- POWER POLE
- SERVICE POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN

NOTES:

1. "FN" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN.
3. "SET X" DENOTES ETCHED X IN CONCRETE
4. "FND PK NAIL" DENOTES FOUND PK NAIL
5. —— O —— CHAIN LINK FENCE

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR REPORT LISTED BELOW

ABSTRACTOR REPORT NO. 2530
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 16, 2015

ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREON.

DIRECTIONAL CONTROL BASIS:

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS)

PLAT SHOWING:

BEING 0.469 ACRE OF LAND (20,430 SQ. FT.) AND BEING THE REMAINING PORTIONS OF LOTS 1 AND 3, LOCATED WITHIN NEW CITY BLOCK 921, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES:

VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 12746, PG. 2273 (O.P.R.R.P.B.C.TX.)
VOL. 16619, PG. 960 (O.P.R.R.P.B.C.TX.)

JOB NO. 12321
DWN BY: CRD

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 27th DAY OF APRIL 2015 A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

ADALBERTO CAMARILLO 3929 REGISTERED PROFESSIONAL LAND SURVEYOR

P -342

Return to:

2313628

S.P. #828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

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Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

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09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

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Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

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VOL 5437 PAGE 1258

Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

VOL 5437 PAGE 1261

EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

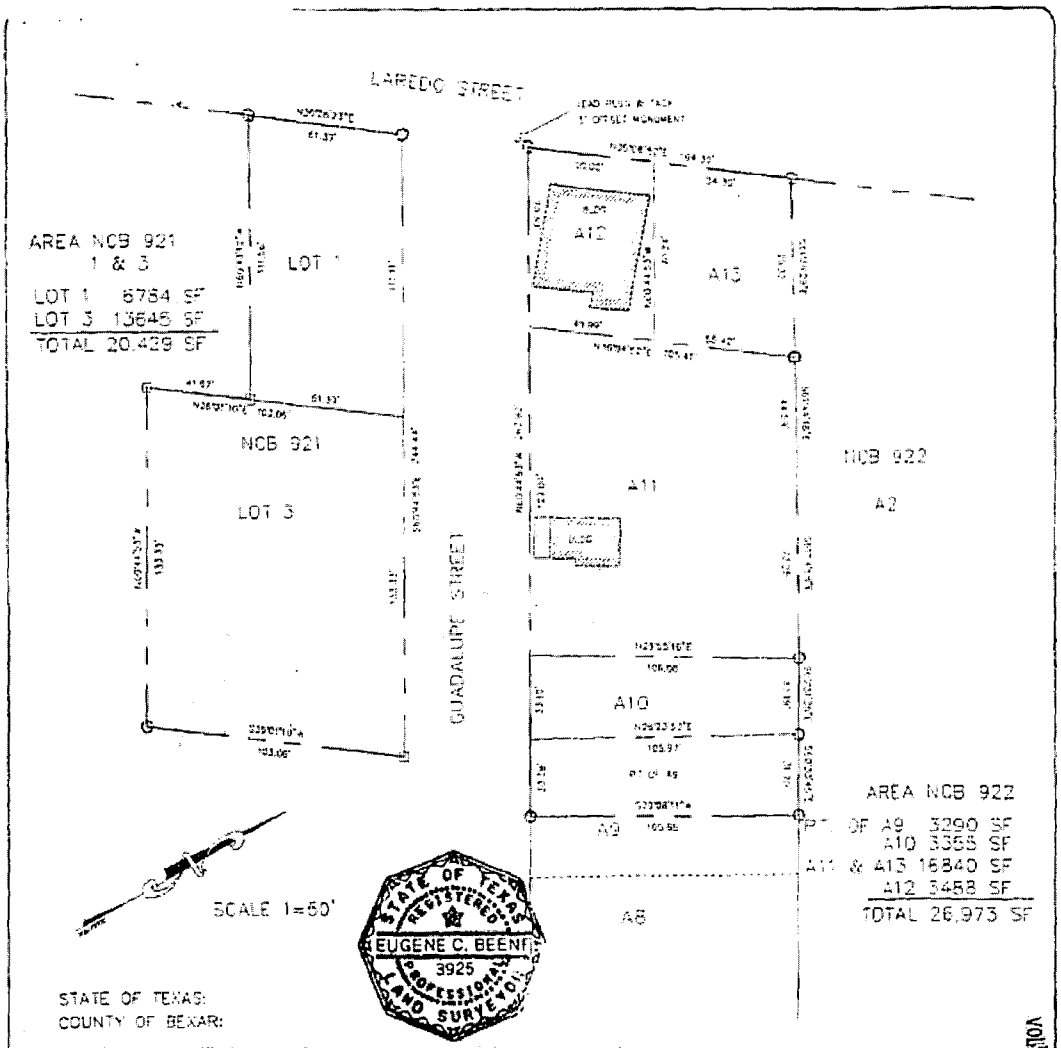
DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Notary Public in the State of Texas

My Commission Expires: 11-30-94

VOL 5437 PAGE 1262

0619E



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground under my supervision and that it is true and correct.

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO.3925

○ SET REBAR STAKE
□ FOUND REBAR STAKE

VOL 5437 PAGE 1263

SAN ANTONIO RIVER AUTHORITY
100 E. GUENTHER STREET
P.O. BOX 930027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: EB
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: SPC-PJ1
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER: SAN ANTONIO RIVER AUTHORITY

RECORDING INFORMATION
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO
1992 SEP 10 PM 3:09

STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on

SEP 11 1992

County Clerk, Bexar County, Texas

VOL 4 3 7 PAGE 1 2 6 4

Parcel No. P-342
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.469 Ac. Tract
(20,430 sq. ft.)

Being 0.469 acre of land (20,430 sq. ft.) and being the remaining portions of Lots 1 and 3, located within New City Block 921, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.469 acre tract (20,430 sq. ft.) being more particularly described as follows:

Beginning at a PK Nail found at a building corner located on the southwest right-of-way line of Guadalupe Street; said Nail being the common northeasterly corner of the said remaining portion of Lot 3 and of a 0.3966 acre tract recorded in Volume 12746, Page 2273, Official Public Records of Real Property of Bexar County Texas; said Nail also being the most easterly corner of the said remaining portion of Lot 3 and of the tract herein described;

1. Thence S 36°02'10" W, 103.06 feet departing the said southwest right-of-way line and continuing along the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") being the most easterly corner of a 0.263 acre tract recorded in Volume 16619, Page 960, Official Public Records of Real Property of Bexar County Texas; said iron pin being the most southerly corner of the said remaining portion of Lot 3 and of the tract herein described;

Thence The following calls along the common line between the said remaining portions of Lots 1 and 3 with the said 0.263 acre tract:

2. N 60°43'53" W, 133.33 feet departing the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set IP W/YC being the most westerly corner of the said remaining portion of Lot 3 and also being an angle point of the tract herein described;

3. N 36°02'10" E, 41.67 feet to a set IP W/YC being a common corner of the said remaining portions of Lots 1 and 3 and the said 0.263 acre tract; said iron pin also being an angle point of the tract herein described;

Parcel No. P-342
Project Name: San Pedro Creek

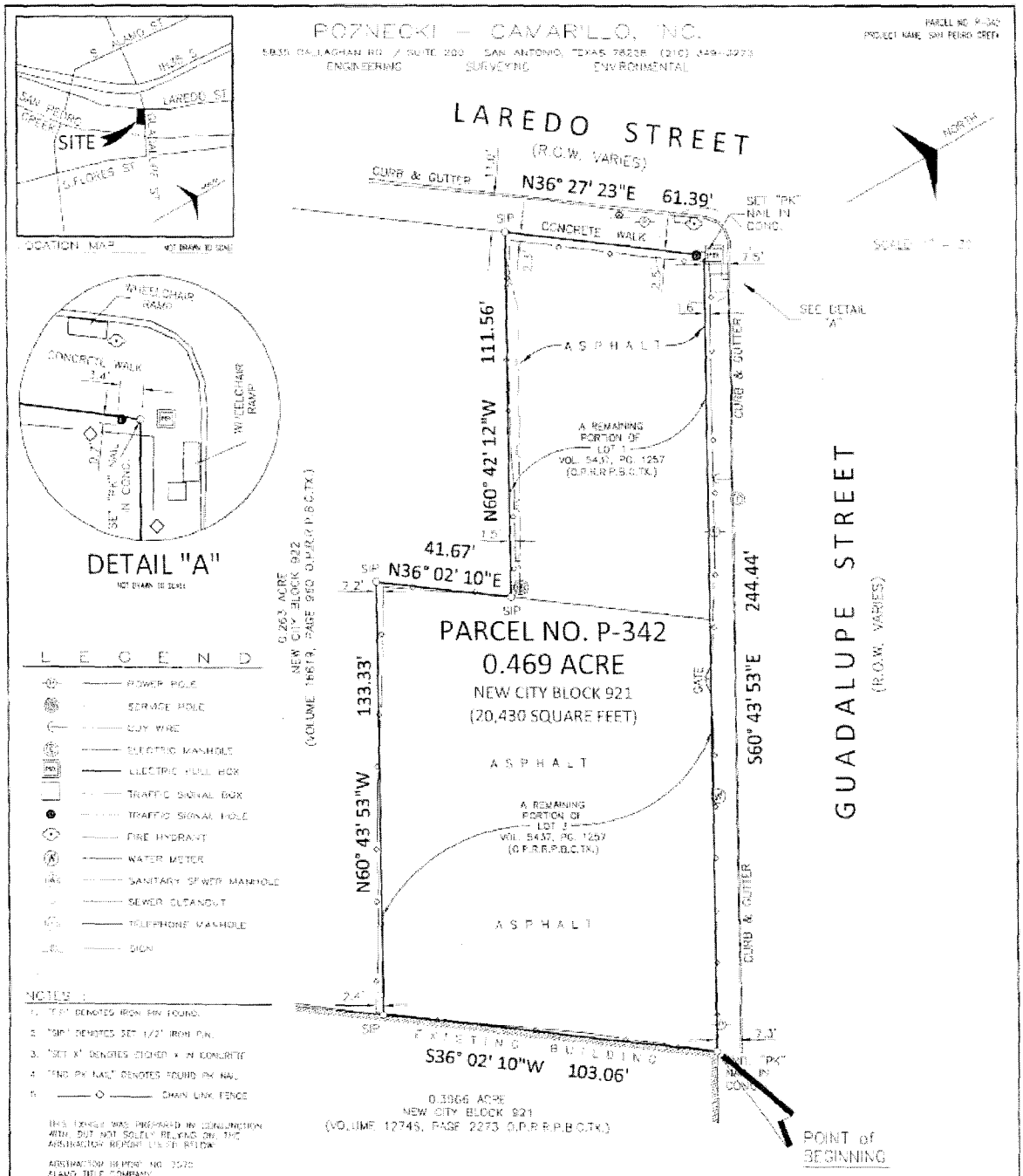
4. N 60°42'12" W, 111.56 feet to a set IP W/YC located on the southeast right-of-way line of Laredo Street and being the common northwesterly corner of the said remaining portion of Lot 1 and the said 0.263 acre tract; said iron pin also being the most westerly corner of the tract herein described;

5. Thence N 36°27'23" E, 61.39 feet departing the said common line and continuing along the said southeast right-of-way line to a set "X" in concrete located at the intersection with the southwest right-of-way line of Guadalupe Street; said X being the most northerly corner of the said remaining portion of Lot 1 and of the said remaining portion of Lot 1 and of the tract herein described;

6. Thence S 60°43'53" E, 244.44 feet departing the said southeast right-of-way line and continuing along the said southwest right-of-way line to the **Point of Beginning** and containing 0.469 acre of land (20,430 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015


POZNECKI – CAMARILLO, INC.
ENGINEERING SURVEYING ENVIRONMENTAL
PARCEL NO. P-342
PROJECT NAME: SAN PEDRO CREEK
LAREDO STREET
(R.O.W. VARIES)
CURB & GUTTER
N36° 27' 23"E 61.39'
SET "PK" NAIL IN CONC.
CONCRETE WALK
SEE DETAIL "A"
ASPHALT
111.56'
N60° 42' 12"W
A REMAINING PORTION OF LOT 1 VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
41.67'
N36° 02' 10"E
PARCEL NO. P-342
0.469 ACRE
NEW CITY BLOCK 921
(20,430 SQUARE FEET)
133.33'
N60° 43' 53"W
244.44'
S60° 43' 53"E
GATE
A REMAINING PORTION OF LOT 3 VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
GUADALUPE STREET
(R.O.W. VARIES)
EXISTING BUILDING
S36° 02' 10"W 103.06'
0.3866 ACRE
NEW CITY BLOCK 921
(VOLUME 12745, PAGE 2273 O.P.R.R.P.B.C.TX.)
POINT of BEGINNING
0.263 ACRE
NEW CITY BLOCK 922
(VOLUME 16879, PAGE 960 O.P.R.R.P.B.C.TX.)
LOCATION MAP
SITE
LAREDO ST.
GUADALUPE ST.
FLORES ST.
NORTH
WHEELCHAIR RAMP
CONCRETE WALK
DETAIL "A"
LEGEND
POWER POLE
SERVICE POLE
GUY WIRE
ELECTRIC MANHOLE
ELECTRIC PULL BOX
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
FIRE HYDRANT
WATER METER
SANITARY SEWER MANHOLE
SEWER CLEANOUT
TELEPHONE MANHOLE
SIGN
NOTES:
1. "FP" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN.
3. "SET X" DENOTES CUT X IN CONCRETE
4. "FND PK NAIL" DENOTES FOUND PK NAIL
5. CHAIN LINK FENCE
THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR REPORT LISTED BELOW:
ABSTRACTOR REPORT NO. 3570
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 6, 2015
ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN.
DIRECTIONAL CONTROL BASIS:
ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS)
PLAT SHOWING:
BEING 0.469 ACRE OF LAND (20,430 SQ. FT.) AND BEING THE REMAINING PORTIONS OF LOTS 1 AND 3, LOCATED WITHIN NEW CITY BLOCK 921, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
REFERENCES:
VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 12745, PG. 2273 (O.P.R.R.P.B.C.TX.)
VOL. 16879, PG. 960 (O.P.R.R.P.B.C.TX.)
JOB NO.: 12011
DWG BY: D.RIO
STATE OF TEXAS
COUNTY OF BEXAR
HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION
THIS 27th DAY OF APRIL 2015 A.D.
ADALBERTO CAMARILLO, R.P.L.S. NO. 3929
ADALBERTO CAMARILLO 3929 REGISTERED PROFESSIONAL LAND SURVEYOR

Parcel No. P-128A
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.013 Ac. Tract
(561 sq. ft.)

Being 0.013 acre of land (561 sq. ft.), being all of that called 0.013 acre tract located within New City Block 14483, San Antonio, Bexar County, Texas, recorded in Volume 1837, Page 464, Official Public Records of Real Property of Bexar County, Texas; said 0.013 acre tract (561 sq. ft.) being more particularly described as follows:

Beginning at a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") located at the intersection of the east right-of-way line of Santa Rosa St. and the southwest right-of-way line of San Pedro Creek; said iron pin being the most northerly corner of the said 0.013 acre tract and of the tract herein described;

Thence the following calls along the common line between the said southwest right-of-way line of the San Pedro Creek and the tract herein described:

1. S 40°12'15" E, 70.00 feet departing the said east right-of-way line to a found iron pin for an angle point;

2. S 25°09'51" E, 62.71 feet to a set IP W/YC being the common southeasterly corner of the tract herein described and of a remaining portion of Lot 2, New City Block 14483, Tex R-78, Rosa Verde Project, Unit I-B, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224, Deed and Plat Records of Bexar County, Texas; said iron pin being the most southerly corner of the said 0.013 acre tract and of the tract herein described and also being at the beginning of a non-tangent curve to the left;

3. Thence 129.52 feet along the said non-tangent curve to the left having a central angle of 04°56'50", a radius of 1500.00 feet, and whose chord bearing and distance is N 33°51'25" W, 129.48 feet to a set IP W/YC located on the said east right-of-way line of Santa Rosa St. for the end of this curve; said iron pin being the common northwesterly corner of the said 0.013 acre tract and of the remaining portion of Lot 2 for a corner of the tract herein described:

Parcel No. P-128A
Project Name: San Pedro Creek

4. N 05°59'21" E, 2.71 feet to the **Point of Beginning** and containing 0.013 acre of land (561 sq. ft.), more or less.

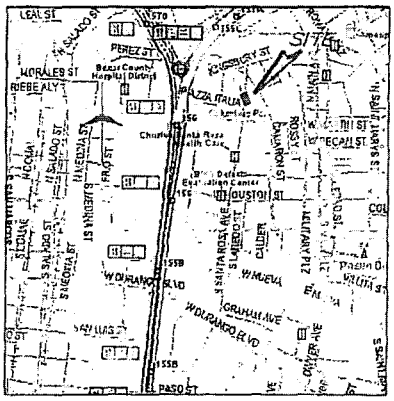
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

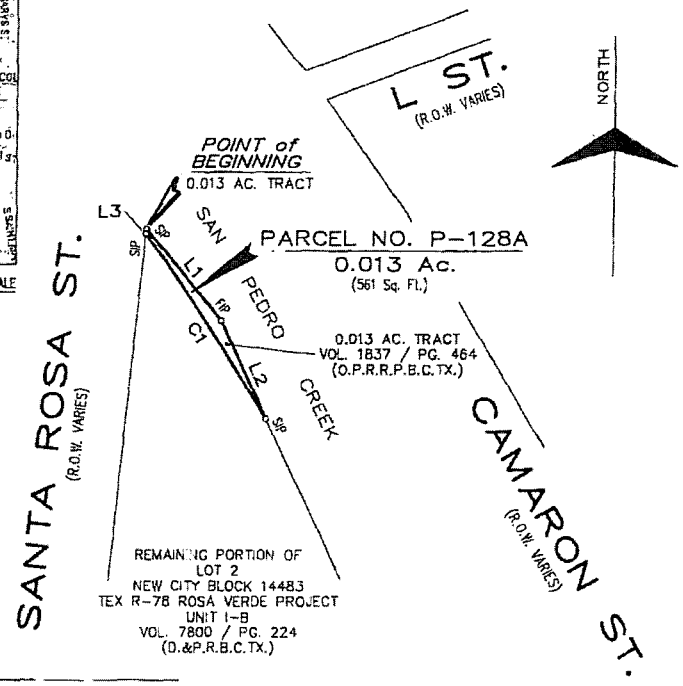
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-128A
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	04°56'50"	1500.00'	129.52'	64.80'	N33°51'25"W 129.48'



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S40°12'15"E	70.00'
L2	S25°09'51"E	62.71'
L3	N05°59'21"E	2.71'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE..
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.013 ACRE OF LAND (561 SQ. FT.), BEING ALL OF THAT CALLED 0.013 AC. TRACT OUT OF NEW CITY BLOCK 14483, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 1837, PAGE 464, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 7800, PG. 224 (D.&P.R.B.C.TX.)
VOL. 1837, PG. 464 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_S\dwg\12013 Parcels 1.dwg 3/24/2015 8:44:42 AM CDT

Parcel No. P-128B
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.127 Ac. Tract
(5,552 sq. ft.)

Being 0.127 acre of land (5,552 sq. ft.) and being all of that called 0.128 acre tract located within New City Block 14483, San Antonio, Bexar County, Texas, recorded in Volume 1837, Page 464, Official Public Records of Real Property of Bexar County, Texas; said 0.127 acre tract (5,552 sq. ft.) being more particularly described as follows:

Beginning at set "PK" nail located at the intersection of the north right-of-way line of Martin St. and the southwest right-of-way line of San Pedro Creek; said PK nail being the southeast corner of the said 0.128 acre tract and of the tract herein described;

1. Thence N 84°12'25" W, 24.87 feet departing the said southwest right-of-way line and continuing along the said north right-of-way line to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") at the common southerly corner of the said 0.128 acre tract and of the remaining portion of Lot 2, New City Block 14483, Tex R-78, Rosa Verde Project, Unit I-B, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224, Deed and Plat Records of Bexar County, Texas; said iron pin being the southeast corner of the said remaining portion of Lot 2, being the southwest corner of the tract herein described, and being at the beginning of a non-tangent curve to the left;

2. Thence 253.47 feet along the said non-tangent curve to the left having a central angle of 09°40'55", a radius of 1500.00 feet, and whose chord bearing and distance is N 22°34'37" W, 253.17 feet to a found iron pin located on the southeast right-of-way line of San Pedro Creek for the end of this curve; said iron pin being the common northerly corner of the said 0.128 acre tract and of the remaining portion of Lot 2, and also being the northwest corner of the said 0.128 acre tract and of the tract herein described;

3. Thence N 60°43'06" E, 5.54 feet along the said southeast right-of-way line to a set IP W/YC located on the southwest right-of-way line of San Pedro Creek for an angle point; said iron pin being the northeast corner of the said 0.128 acre tract and of the tract herein described;

Thence along the common line between the said southwest right-of-way line of the San Pedro Creek and this tract the following calls:

4. S 33°49'35" E, 165.00 feet to an IP W/YC set for an angle point;

5. S 13°55'01" E, 105.00 feet to the **Point of Beginning** and containing 0.127 acre of land (5,552 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-128B
PROJECT NAME: SAN PEDRO CREEK

SITE
MORALES ST
PEREZ ST
HOUSTON ST
W COMMERCE ST
W PECAN ST
W DURANGO BLVD
W MUEVA
E MUEVA
GRAHAM AVE
SAN LUIS ST
PASO ST
N SAN MARCOS ST
N MEDINA ST
N SAN PEDRO ST
N COLORADO ST
N FLORES ST
N SALADO ST
N HAMILTON ST
N MAIN AVE
N ALAMO ST
N COLEMAN ST
N CHERRY ST
N GENUA ST
N CALDWELL ST
N MESQUITE ST
N SAN MARCOS

Metes and Bounds Description
for a
0.373 Ac. Tract
(16,234 sq. ft.)

Being 0.373 acre of land (16,234 sq. ft.) and being all that drainage right-of-way dedicated to the City of San Antonio located within New City Block 14485, Tex R-78, Rosa Verde Project, Urban Renewal Agency, San Antonio, Texas, Subdivision Unit II, San Antonio, Bexar County, Texas, recorded in Volume 8600, Page 98, Deed and Plat Records of Bexar County, Texas; said 0.373 acre tract (16,234 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the north right-of-way line of Travis St. and the west right-of-way line of San Pedro Creek; said PK Nail being the southeast corner of the said drainage right-of-way and of the tract herein described;

1. Thence N 88°54'33" W, 26.00 feet departing the said west right-of-way line and continuing along the said north right-of-way line to a ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") set at the common southerly corner of the said drainage right-of-way and of Lot 4, New City Block 14485, Tex R-78, Rosa Verde Project, Urban Renewal Agency, San Antonio, Texas, Subdivision Unit II, San Antonio, Bexar County, Texas, recorded in Volume 8600, Page 98, Deed and Plat Records of Bexar County, Texas; said iron pin being the southeast corner of the said Lot 4 and also being the southwest corner of the tract herein described;

Thence along the common line between the said Lot 4 and the said drainage right-of-way the following calls:

2. N 01°46'45" E, 181.00 feet departing the said north right-of-way line of Travis St. to a set PK Nail for an angle point;

3. N 63°50'00" E, 2.64 feet to a set PK Nail for an angle point;

4. N 08°25'10" E, 180.01 feet to a set "X" for an angle point;

5. N 00°02'02" W, 23.04 feet to a set PK Nail for an angle point;

6. N 03°53'57" W, 101.82 feet to a set PK Nail for an angle point;

Parcel No. P-131
Project Name: San Pedro Creek

7. N 06°20'12" W, 11.30 feet to a set PK Nail for an angle point;

8. N 09°16'24" W, 135.82 feet to a set PK Nail located on the south right-of-way line of Martin St. and being the common northerly corner of the said drainage right-of-way and of Lot 4; said PK Nail being the northeast corner of the said Lot 4 and also being the northwest corner of the tract herein described;

9. Thence S 84°21'08" E, 26.51 feet departing the said common line and continuing along the said south right-of-way line to a set "X" located at the intersection with the said west right-of-way line of San Pedro Creek; said "X" being the northeast corner of the said drainage right-of-way and of the tract herein described;

Thence the following calls along the common line between the San Pedro Creek and the said drainage right-of-way:

10. S 12°51'33" E, 104.59 feet to an IP W/YC set at the beginning of a curve to the right;

11. 53.09 feet along the said curve to the right having a central angle of 16°37'20", a radius of 183.00 feet, and whose chord bearing and distance is S 04°32'53" E, 52.90 feet to a found iron pin for the end of this curve;

12. S 03°45'47" W, 135.22 feet to a set IP W/YC for an angle point;

13. S 03°55'45" W, 60.07 feet to a set PK Nail for an angle point;

14. S 05°22'11" W, 159.71 feet to an angle point;

15. S 02°00'42" W, 119.44 feet to the **Point of Beginning** and containing 0.373 acre of land (16,234 sq. ft.), more or less.

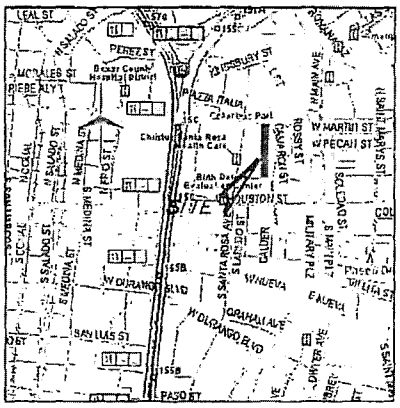
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015

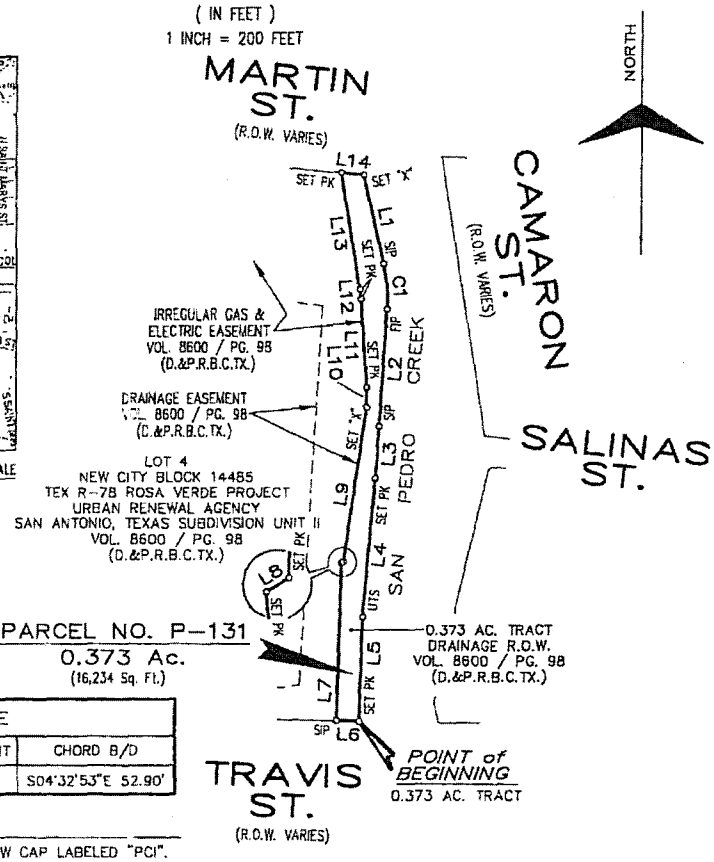
POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

PARCEL NO. P-131
PROJECT NAME: SAN PEDRO CREEK

200 0 100 200
(IN FEET)
1 INCH = 200 FEET



LOCATION MAP NOT DRAWN TO SCALE



CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	16°37'20"	183.00'	53.09'	26.73'	S04°32'53"E 52.90'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" SCRIBED ON SURFACE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "UTS" DENOTES A MONUMENT "UNABLE TO SET".
6. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
7. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
8. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.373 ACRE OF LAND (16,234 SQ. FT.) AND BEING ALL THAT DRAINAGE RIGHT-OF-WAY DEDICATED TO THE CITY OF SAN ANTONIO LOCATED WITHIN NEW CITY BLOCK 14485, TEX R-78, ROSA VERDE PROJECT, URBAN RENEWAL AGENCY, SAN ANTONIO, TEXAS, SUBDIVISION UNIT II, SAN ANTONIO, BEXAR COUNTY, TEXAS RECORDED IN VOLUME 8600, PAGE 98, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 8600, PG. 98 (D.&P.R.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

LINE DATA TABLE					
NO.	BEARING	LENGTH	NO	BEARING	LENGTH
L1	S12°51'33"E	104.59'	L8	N63°50'00"E	2.64'
L2	S03°45'47"W	135.22'	L9	N08°25'10"E	180.01'
L3	S03°55'45"W	60.07'	L10	N00°02'02"W	23.04'
L4	S05°22'11"W	159.71'	L11	N03°53'57"W	101.82'
L5	S02°00'42"W	119.44'	L12	N06°20'12"W	11.30'
L6	N88°54'33"W	26.00'	L13	N09°16'24"W	135.82'
L7	N01°46'45"E	181.00'	L14	S84°21'08"E	26.51'

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_S\dwg\12013 Parcels 1.dwg 3/24/2015 8:44:42 AM CDT

Metes and Bounds Description
for a
0.016 Ac. Tract
(703 sq. ft.)

Being 0.016 acre of land (703 sq. ft.) out of a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records, Bexar County, Texas; said 0.016 acre tract (703 sq. ft.) being more particularly described as follows:

Beginning at a found aluminum cap located on the northwest right-of-way line of San Pedro Creek; said cap being the common corner between the said remaining portion of Lot 4 and of Lot 9, New City Block 13419, San Antonio Police Headquarters Subdivision, San Antonio, Bexar County, Texas recorded in Volume 9673, Page 111, Deed and Plat Records of Bexar County, Texas; said cap also being the northeast corner of the said remaining portion of Lot 4 and of the tract herein described;

1. Thence S 37°23'09" W, 68.90 feet along the said northwest right-of-way line to a set PK nail being the common corner between the said remaining portion of Lot 4 and of a 0.102 acre tract recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said PK nail also being the southeast corner of the said remaining portion of Lot 4 and of the tract herein described;

2. Thence N 63°37'08" W, 9.35 feet departing the said northwest right-of-way line and continuing along the common line between the said remaining portion of Lot 4 and the said 0.102 acre tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") being the common corner of the remaining portion of Lot 4, of the said 0.102 acre tract, and of a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin also being the southwest corner of the said remaining portion of Lot 4 and of the tract herein described;

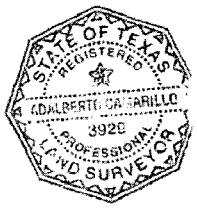
Thence The following calls along the common line between the said remaining portion of Lot 4 and of the said 0.577 acre tract:

3. N 36°56'03" E, 5.96 feet departing the common line between the said remaining portion of Lot 4 and of the said 0.102 acre tract to an IP W/YC set at the beginning of a curve to the left;

4. 61.53 feet long the said curve to the left having a central angle of 04°18'37", a radius of 817.97 feet, and whose chord bearing and distance are N 34°32'55" E, 61.52 feet to a set IP W/YC located on the common line between the said remaining portion of Lot 4 and of the said Lot 9; said iron pin also being the northwest corner of the said remaining portion of Lot 4 and of the tract herein described;

5. Thence S 67°35'16" E, 12.70 feet departing the common line between the said remaining portion of Lot 4 and of the said 0.577 acre tract and continuing along the common line between the said remaining portion of Lot 4 and of the said Lot 9 to the **Point of Beginning** and containing 0.016 acre of land (703 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

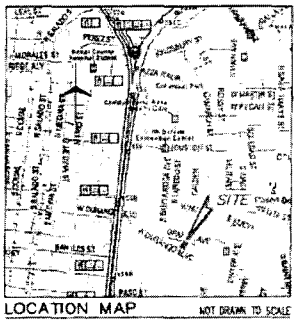
POZNECKI CAMARILLO IND

3835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

PARCEL NO. P-190A
PROJECT NAME: SAN PEDRO CREEK

50 0 25 50
(IN FEET)
1 INCH = 50 FEET

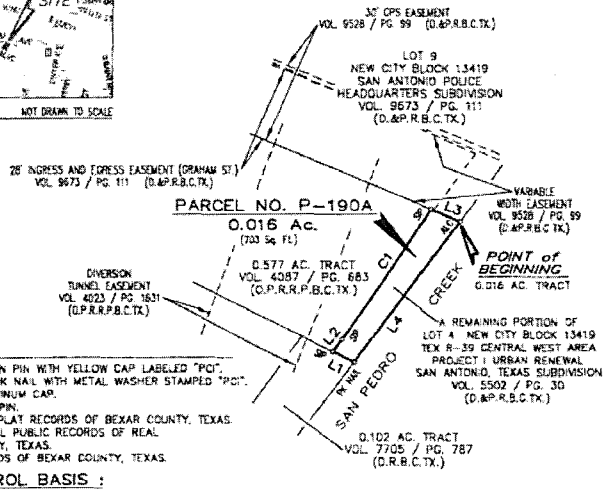
NORTH



LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	04°18'37"	817.97'	61.53'	30.78'	N34°32'55"E 61.52'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N63°37'08"W	9.35'
L2	N36°56'03"E	5.96'
L3	S67°35'16"E	12.70'
L4	S37°23'09"W	68.90'



NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "ALC" DENOTES FOUND ALUMINUM CAP.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.016 ACRE OF LAND (703 SQ. FT.) OUT OF A REMAINING PORTION OF LOT 4, NEW CITY BLOCK 13419, TEX R-39, CENTRAL WEST AREA PROJECT I, URBAN RENEWAL, SAN ANTONIO, TEXAS SUBDIVISION, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5502, PAGE 30, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 9528, PG. 99 (D.&P.R.B.C.TX.)
VOL. 9673, PG. 111 (D&P.R.B.C.TX.)
VOL. 5502, PG. 30 (D.&P.R.B.C.TX.)
VOL. 7705, PG. 787 (D.R.B.C.TX.)
VOL. 4023, PG. 1631 (O.P.R.R.P.B.C.TX.)
VOL. 4087, PG. 683 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24TH DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISION: APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_Svdwg\12013 Parcels 2 (CCSA Properties).dwg 4/21/2015 2:34:23 PM CDT

Parcel No. P-192
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.102 Ac. Tract
(4,452 sq. ft.)

Being 0.102 acre of land (4,452 sq. ft.) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said 0.102 acre tract (4,452 sq. ft.) being more particularly described as follows:

Beginning at a set "PK" nail located at the intersection of the northeast right-of-way line of Cesar Chavez Blvd. and the northwest right-of-way line of San Pedro Creek; said PK nail being the most southerly corner of the said 0.102 acre tract and of the tract herein described;

1. Thence N 63°37'07" W, 22.05 feet departing the said northwest right-of-way line and continuing along the said northeast right-of-way line to a set PK nail at the common southwesterly corner of the said 0.102 acre tract and of Lot 5, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas; said PK nail being the most westerly corner of the said 0.102 acre tract and of the tract herein described;

2. Thence N 37°12'52" E, 202.71 feet departing the said northeast right-of-way line and continuing along the common line between the said 0.102 acre tract and the said Lot 5 to a found iron pin located on the common line between the said 0.102 acre tract, the said Lot 5, and a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common northeasterly corner of the said 0.102 acre tract and of the said Lot 5 and also being the most northerly corner of the said 0.102 acre tract and of the tract herein described;

3. Thence S 63°37'08" E, 22.67 feet departing the common line between the said 0.102 acre tract and the said Lot 5 and along the common line between the said 0.577 acre tract, a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas and the said 0.102 acre tract to a set PK nail located on the northwest right-of-way line of San Pedro Creek; said PK nail being the most easterly corner of the said 0.102 acre tract and of the tract herein described;

Parcel No. P-192
Project Name: San Pedro Creek

4. Thence S 37°23'09" W, 202.83 feet departing the said common line and continuing along the said northwest right-of-way line to the **Point of Beginning** and containing 0.102 acre of land (4,452 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

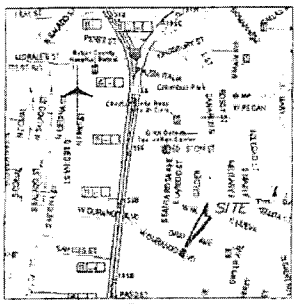
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

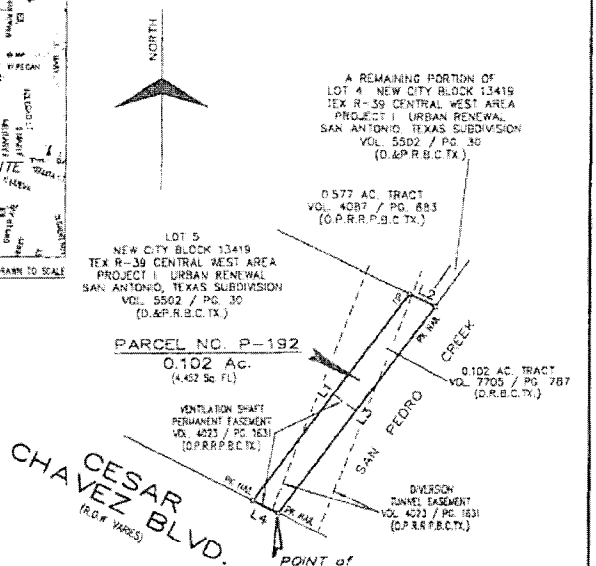
POZNECKI CAMARILLO INC
5835 CALLAGHAN RD / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3773

PARCEL NO. P-192
PROJECT NAME: SAN PEDRO CREEK

100 0 50 100
(IN FEET)
1 INCH = 100 FEET



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N37°12'52"E	202.71'
L2	S63°37'08"E	22.67'
L3	S37°23'09"W	202.83'
L4	N63°37'07"W	22.05'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PC".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "PC".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.102 ACRE OF LAND (4,452 SQ. FT.) OUT OF NEW CITY BLOCK 13419, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 7705, PAGE 787, DEED RECORDS OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 5502, PG. 30 (D.&P.R.B.C.TX.)
VOL. 4087, PG. 883 (O.P.R.R.P.B.C.TX.)
VOL. 4023, PG. 1631 (O.P.R.R.P.B.C.TX.)
VOL. 7705, PG. 787 (D.R.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISION APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Technical\Survey\LDN\2013_Survey\2013 Parcels 2 (CDSA Properties).dwg 4/21/2015 2:34:23 PM CDT

Parcel No. P-176
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.693 Ac. Tract
(30,195 sq. ft.)

Being 0.693 acre of land (30,195 sq. ft.) out of a tract of land comprised of all of Lot 22 and the remaining portions of Lots 20, 21, and 23, New City Block 111, San Antonio, Bexar County, Texas, recorded in Volume 4127, Page 379, Deed Records of Bexar County, Texas; said 0.693 acre tract (30,195 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the south right-of-way line of Dolorosa St. with the east right-of-way line of the San Pedro Creek; said PK Nail being the northwest corner of the said Lot 22 and also of the tract herein described;

1. Thence S 85°39'01" E, 76.54 feet departing the said east right-of-way line and continuing along the said south right-of-way line to a set PK Nail being the northeast corner of the tract herein described;

2. Thence S 01°04'26" W, 406.97 feet departing the said south right-of-way line of Dolorosa St. and crossing the said Lots 22 and 23 to a set ½" iron pin with yellow cap labeled "PCI" (herein after described as "IP W/YC") located on the north right-of-way line of Nueva St.; said iron pin being the southeast corner of the tract herein described;

Thence The following calls along the said north right-of-way line:

3. N 83°09'48" W, 67.60 feet to a set IP W/YC for an angle point;

4. N 89°18'09" W, 2.12 feet to a set PK Nail located at the intersection with the said east right-of-way line of the San Pedro Creek; said PK Nail being the southwest corner of the said Lot 23 and also of the tract herein described;

Parcel No. P-176
Project Name: San Pedro Creek

Thence The following calls along the said east right-of-way line:

5. N 01°10'59" E, 4.19 feet departing the said north right of-way line to a set PK Nail for an angle point;

6. N 04°29'01" W, 28.76 feet to a set PK Nail for an angle point;

7. N 00°37'01" W, 59.60 feet to a set PK Nail for an angle point;

8. N 00°36'59" E, 312.20 feet to the **Point of Beginning** and containing 0.693 acre of land (30,195 sq. ft.), more or less.

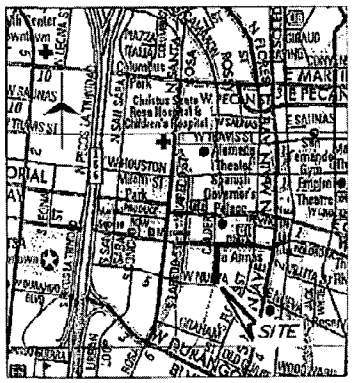
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 6, 2015
Revised August 14, 2015

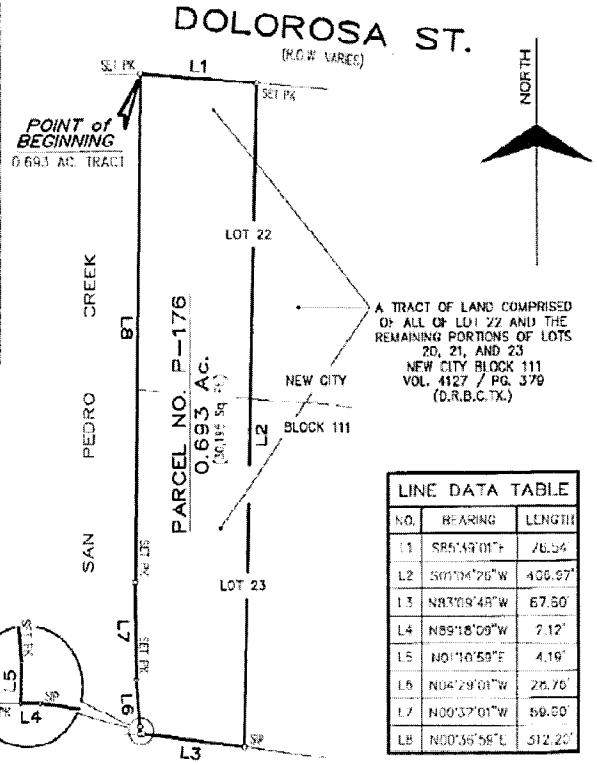
POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.2273

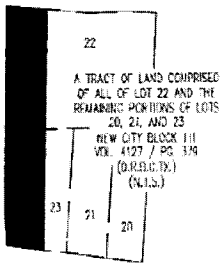
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-176
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE





LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S85°59'01"E	76.04'
L2	S01°04'26"W	408.97'
L3	N83°09'48"W	67.50'
L4	N89°18'09"W	7.12'
L5	N01°10'59"E	4.19'
L6	N04°29'01"W	26.76'
L7	N00°37'01"W	59.80'
L8	N00°36'59"E	512.20'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELLED "PCI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.693 ACRE OF LAND (30,195 SQ. FT.) OUT OF A TRACT OF LAND COMPRISED OF ALL OF LOT 22 AND THE REMAINING PORTIONS OF LOTS 20, 21, AND 23, NEW CITY BLOCK 111, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4127, PAGE 379, DEED RECORDS OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4127, PG. 379 (D.R.B.C.TX.)
VOL. 2299, PG. 123 (D.R.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE TITLE COMMITMENT LISTED BELOW
TITLE COMMITMENT G.F. NO. 1400752-03, TITLE RESOURCES GUARANTY COMPANY
DATE ISSUED: APRIL 3, 2014
EFFECTIVE DATE: MARCH 24, 2014
ONLY THOSE MATTERS IDENTIFIED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME OF THIS EXHIBIT ARE SHOWN AND /OR LISTED.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 8th DAY OF APRIL 2015 , A.D.

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISED: AUGUST 14, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Tecnpro\Survey\LDD\2013_Svdwg\2013 Parcels 3.dwg 8/13/2015

Metes and Bounds Description
for a
0.088 Ac. Tract
(3,830 sq. ft.)

Being 0.088 acre of land (3,830 sq. ft.) and being all of that called 3,821 sq. ft. tract located within New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said 0.088 acre tract (3,830 sq. ft.) being more particularly described as follows:

Beginning at a set "PK" nail located at the intersection of the north right-of-way line of Graham St. and the southeast right-of-way line of San Pedro Creek; said PK nail being the most southerly corner of the said 0.088 acre tract and of the tract herein described;

1. Thence N 18°15'58" E, 175.55 feet departing the said north right-of-way line and continuing along the said southeast right-of-way line to a set "PK" nail at the common northwesterly corner of the said 0.088 acre tract and of a 1,872 sq. ft. tract of land recorded in Volume 2843, Page 1591, Official Public Records of Real Property of Bexar County, Texas; said PK nail being the northwest corner of the said 0.088 acre tract and of the tract herein described;

2. Thence S 75°07'36" E, 20.37 feet departing the said southeast right-of-way line and continuing along the common line between the said 0.088 acre tract and the said 1,872 sq. ft. tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") at the common corner of the said two tracts and on the west line of a 1.0506 acre tract recorded in Volume 4985, Page 1689, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common southwesterly corner of the said 0.088 acre tract and of the 1,872 sq. ft. tract, and also being the northeast corner of the said 0.088 acre tract and of the tract herein described;

Thence The following calls along the common line between the said 0.088 acre tract and the said 1.0506 acre tract:

3. S 15°42'05" W, 8.58 feet departing the common line between the said 0.088 acre tract and the said 1,872 sq. ft. tract to an IP W/YC set at the beginning of a non-tangent curve to the right;

Parcel No. P-196A
Project Name: San Pedro Creek

4. 32.21 feet along the said non-tangent curve to the right having a central angle of 02°20'22", a radius of 788.95 feet, and whose chord bearing and distance is S 16°37'16" W, 32.21 feet to a set "PK nail for an angle point;

5. S 68°29'16" E, 0.62 feet to a set "PK" nail for an angle point;

6. S 17°46'40" W, 107.89 feet to an IP W/YC set for an angle point;

7. S 25°47'48" W, 21.09 feet to a set IP W/YC located on the said north right-of-way line of Graham St.; said iron pin being the south common corner of the said 1.0506 acre tract and of the tract herein described;

8. Thence S 88°57'27" W, 21.63 feet departing the said common corner and continuing along the said north right-of-way line to the **Point of Beginning** and containing 0.088 acre of land (3,830 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

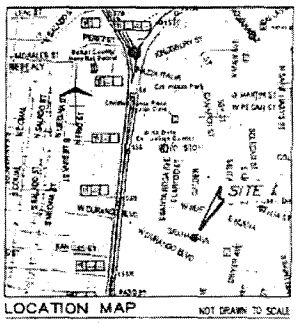
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

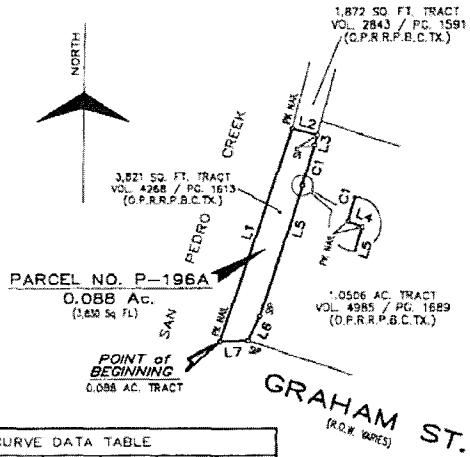
POZNECKI CAMARILLO INC
5635 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

PARCEL NO. P-196A
PROJECT NAME: SAN PEDRO CREEK

100 0 50 100
(IN FEET)
1 INCH = 100 FEET



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N18°15'58"E	175.55'
L2	S75°07'36"E	20.37'
L3	S15°42'05"W	8.58'
L4	S68°29'16"E	0.62'
L5	S17°46'40"W	107.89'
L6	S25°47'48"W	21.09'
L7	S88°57'27"W	21.63'

CURVE DATA TABLE					
NO	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	02°20'22"	788.95'	32.21'	16.11'	S16°37'16"W 32.21'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.088 ACRE OF LAND (3,830 SQ. FT.) AND BEING ALL OF THAT CALLED 3,621 SQ. FT. TRACT OUT OF NEW CITY BLOCK 102, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4268, PAGE 1613, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 4985, PG. 1689 (O.P.R.R.P.B.C.TX.)
VOL. 2843, PG. 1591 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 . A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISION: APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Technical\Survey\LDD\12013_Sketch\12013 Parcels 2 (CDSA Properties).dwg 4/21/2015 2:34:23 PM CDT

Metes and Bounds Description
for a
0.017 Ac. Tract
(733 sq. ft.)

Being 0.017 acre of land (733 sq. ft.) and being all of that called 733 sq. ft. tract located within New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said 0.017 acre tract (733 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the southeast right-of-way line of the San Pedro Creek with the southwest right-of-way line of Graham St. and being the most northerly corner of the said called 733 sq. ft. tract and of the tract herein described;

1. Thence S 85°01'36" E, 12.26 feet departing the said southeast right-of-way line and continuing along the said southwest right-of-way line to a set PK Nail located at the common most northeasterly corner of the said called 733 sq. ft. tract and of a remaining portion of tract described in Volume 712, Page 578, Deed Records of Bexar County, Texas; said PK Nail being the most easterly corner of the said called 733 sq. ft. tract and also of the tract herein described; said PK Nail also being at the beginning of a non-tangent curve to the right;

2. Thence Departing the said southwest right-of-way line and continuing along the common line between the said called 733 sq. ft. tract and said remaining portion of tract, 59.34 feet long the said non-tangent curve to the right having a central angle of 04°18'33", a radius of 788.95 feet, and whose chord bearing and distance are S 31°26'45" W, 59.32 feet to set ½" iron pin with yellow cap labeled "PCI" located at the common corner of the said called 733 sq. ft. tract, the said remaining portion of tract, a remaining portion of Lot 1, New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 3545, Page 1858, Official Public Records of Real Property of Bexar County, Texas, and of a 973 sq. ft. tract of land recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the most southerly corner of the said called 733 sq. ft. tract and also of the tract herein described and also being the end of the non-tangent curve;

Parcel No. P-197A
Project Name: San Pedro Creek

3. Thence N 65°21'31" W, 14.07 feet along the common line between the said called 733 sq. ft. tract and the said 973 sq. ft. tract to a set PK Nail located on the southeast right-of-way of the San Pedro Creek; said nail being the most westerly corner of the said called 733 sq. ft. tract and also of the tract herein described;

4. Thence N 34°32'04" E, 55.61 feet departing the said common line and continuing along the said southeast right-of-way line to the **Point of Beginning** and containing 0.017 acre of land (733 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
May 18, 2015

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

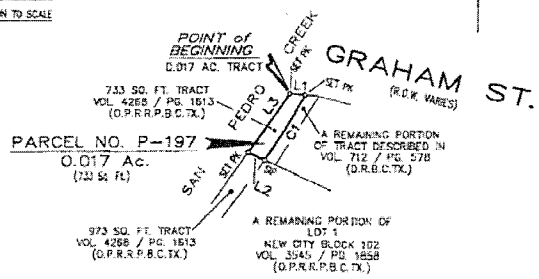
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-197A
PROJECT NAME: SAN PEDRO CREEK

LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	04°18'33"	788.95'	59.34'	29.68'	S31°26'45"W 59.32'

NORTH



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S85°01'36"E	12.26'
L2	N65°21'31"W	14.07'
L3	N34°32'04"E	55.61'

NOTES :

1. "S.P." DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM. (GPS).

PLAT SHOWING :

BEING 0.017 ACRE OF LAND (733 SQ. FT.) AND BEING ALL OF THAT CALLED 733 SQ. FT. TRACT LOCATED WITHIN NEW CITY BLOCK 102, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4268, PAGE 1613, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 3545, PG. 1858 (O.P.R.R.P.B.C.TX.)
VOL. 712, PG. 578 (D.R.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. ADDITIONAL EASEMENTS/RESTRICTIONS MAY APPLY.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 18th DAY OF MAY 2015 , A.D.

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\0129\Techprod\Survey\LDD\12013_SV dwg\12013 Parcels 2 (CDSA Properties).dwg 5/18/2015 3:38:23 PM CDT

Metes and Bounds Description
for a
0.022 Ac. Tract
(973 sq. ft.)

Being 0.022 acre of land (973 sq. ft.) and being all of that called 973 sq. ft. tract located within New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said 0.022 acre tract (973 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located on the southeast right-of-way line of the San Pedro Creek and being N 37°46'28" E, 48.84 feet and N 35°01'03" E, 119.80 feet along the said southeast right-of-way line from a found "X" etched in concrete located at the intersection with the northeast right-of-way line of Cesar Chavez Blvd.; said PK Nail being the common most westerly corner of the said called 973 sq. ft. tract and of a remaining portion of tract described in Volume 719, Page 157, Deed Records of Bexar County, Texas; said PK Nail also being the most westerly corner of the said called 973 sq. ft. tract and of the tract herein described;

1. Thence N 34°32'04" E, 72.50 feet along the said southeast right-of-way line to a set PK Nail located at the common most westerly corner of the said called 973 sq. ft. tract and of a 733 sq. ft. tract described in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said PK Nail being the most northerly corner of the said called 973 sq. ft. tract and also of the tract herein described;

2. Thence S 65°21'31" E, 14.07 feet departing the said southeast right-of-way line and continuing along the common line between the said called 973 sq. ft. tract and the said 733 sq. ft. tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") located at the common corner of the said called 973 sq. ft. tract, the said 733 sq. ft. tract, a remaining portion of tract described in Volume 712, Page 578, Deed Records of Bexar County, Texas, and a remaining portion of Lot 1, New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 3545, Page 1858, Official Public Records of Real Property of Bexar County, Texas; said IP W/YC being the most easterly corner of the said called 973 sq. ft. tract and also of the tract herein described and also being the beginning of a non-tangent curve to the right;

Parcel No. P-198A
Project Name: San Pedro Creek

3. Thence Departing the said common line, 42.77 feet along the said non-tangent curve to the right having a central angle of 03°06'21", a radius of 788.95 feet, and whose chord bearing and distance are S 35°09'13" W, 42.76 feet to a set IP W/YC for the end of the non-tangent curve;

4. Thence S 36°42'07" W, 30.13 feet to a set IP W/YC located on the west line of the said remaining portion of Lot 1 and at the common easterly corner of the said called 973 sq. ft. tract and of the said remaining portion of tract described in Volume 719, Page 157; said IP W/YC being the most southerly corner of the said called 973 sq. ft. tract and also of the tract herein described;

5. Thence N 64°58'20" W, 12.43 feet continuing along the common line between the said called 973 sq. ft. tract and the said remaining portion of tract to the **Point of Beginning** and containing 0.022 acre of land (973 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
May 18, 2015

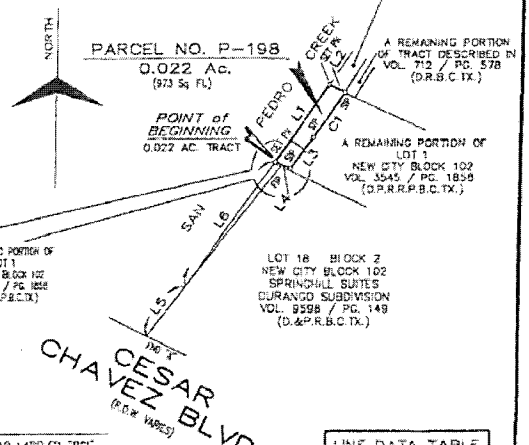
POZNECKI CAMARILLO INC
3535 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-198A
PROJECT NAME: SAN PEDRO CREEK

LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/O
C1	03°06'21"	758.95'	42.77'	21.39'	S35°09'13"W 42.76'



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N34°32'04"E	72.50'
L2	S65°21'31"E	14.07'
L3	S36°42'07"W	30.13'
L4	N54°56'20"W	12.43'
L5	N37°46'28"E	48.84'
L6	N35°01'03"E	119.80'

NOTES :

1. "S.P." DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "PCI"
3. "FND X" DENOTES FOUND "X" ETCHED IN CONCRETE.
4. "I.P." DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.022 ACRE OF LAND (973 SQ. FT.) AND BEING ALL OF THAT CALLED 973 SQ. FT. TRACT LOCATED WITHIN NEW CITY BLOCK 102, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4268, PAGE 1613, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 3545, PG. 1858 (O.P.R.R.P.B.C.TX.)
VOL. 9598, PG. 149 (D.&P.R.B.C.TX.)
VOL. 707, PG. 628 (D.R.B.C.TX.)
VOL. 719, PG. 157 (D.R.B.C.TX.)
VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 712, PG. 578 (D.R.B.C.TX.)

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. ADDITIONAL EASEMENTS/RESTRICTIONS MAY APPLY.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 18th DAY OF MAY 2015 , A.D.

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Tecproad\Survey\LDD\12013_3\dwg\12013 Parcels 2 (CDSA Properties2.dwg 5/18/2015 3:38:23 PM CDT

Metes and Bounds Description for a 0.052 Ac. Tract
(2,246 sq. ft.)

Being 0.052 acre of land (2,246 sq. ft.) and being all of that called 2,261 sq. ft. tract of land out of New City Block 14486, San Antonio, Bexar County, Texas, recorded in Volume 2838, Page 865, Official Public Records of Real Property of Bexar County, Texas; said 0.052 acre tract (2,246 sq. ft.) being more particularly described as follows:

Beginning at a set "X" located on the south right-of-way line of Travis St. and being the common northerly corner of the said 2,261 sq. ft. tract and of the remaining portion of Lot 2, New City Block 14486, Tex R-78, Rosa Verde Project, Urban Renewal Agency, San Antonio, Texas Subdivision, Unit III-A, San Antonio, Bexar County, Texas, recorded in Volume 6700, Page 102, Deed and Plat Records of Bexar County, Texas; said "X" being the northwest corner of the said 2,261 sq. ft. tract and of the tract herein described;

1. Thence S 88°56'48" E, 11.71 feet along the said south right-of-way line to a set PK Nail at the intersection with the west right-of-way line of the San Pedro Creek; said PK Nail being the northeast corner of the said 2,261 sq. ft. tract and of the tract herein described;

2. Thence S 05°08'35" E, 214.86 feet departing the south right-of-way line of Travis St. and continuing along the said west right-of-way line to a set "X" being the common southerly corner of the said 2,261 sq. ft. tract and of the said remaining portion of Lot 2;

Thence The following calls along the common line between the said 2,261 sq. ft. tract and the said remaining portion of Lot 2:

3. N 11°30'21" W, 81.48 feet departing the said west right-of-way line of the San Pedro Creek to a set ½" iron pin with yellow cap labeled "PCI" (herein after described as "IP W/YC") for an angle point;

Parcel No. P-145A
Project Name: San Pedro Creek

4. S 78°29'39" W, 2.50 feet to a PK Nail set for an angle point; said Nail being at the beginning of a non-tangent curve to the right.

5. 114.15 feet along the said curve to the right having a central angle of 10°53'32", a radius of 600.46 feet, and whose chord bearing and distance is N 06°03'35" W, 113.98 feet to a set "X" for the end of this curve;

6. N 00°36'49" W, 21.52 feet to the **Point of Beginning** and containing 0.052 acre of land (2,246 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

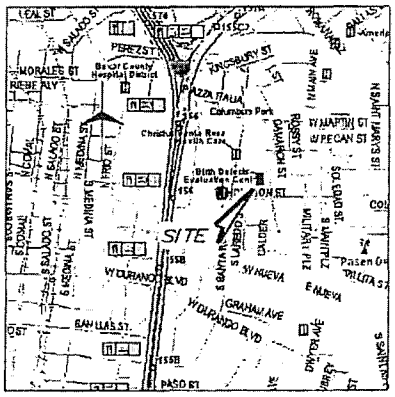
Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 6, 2015

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.34 3273

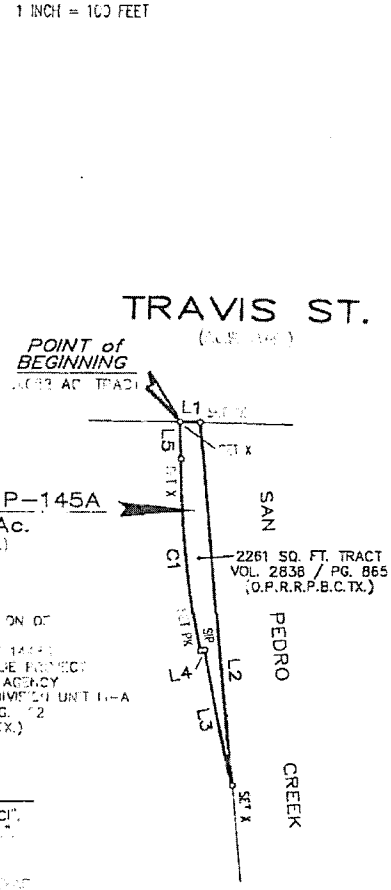
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-145A
PROJECT NAME: SAN PEDRO CREEK

NORTH



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S88°56'48"E	11.71'
L2	S05°08'35"E	214.86'
L3	N11°30'21"W	81.45'
L4	S78°29'39"W	2.50'
L5	N00°36'49"W	21.52'

REMAINING PORTION OF
LOT 2
NEW CITY BLOCK 14486
REF: R-7[illegible] WHERE PROJECT
URBAN RENEWAL AGENCY
SAN ANTONIO, TEXAS SUBDIVISION UNIT 1-A
VOL. 9700 / PG. [illegible]2
(O.P.R.R.P.B.C.TX.)

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "POI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" CUT INTO CONCRETE.
4. "FIP" DENOTES FOUND IRON PIPE.
5. "D.P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.052 ACRE OF LAND (2,246 SQ. FT.) AND BEING ALL OF THAT CALLED 2,261 SQ. FT. TRACT OF LAND OUT OF NEW CITY BLOCK 14486, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 2838, PAGE 865, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	10°53'32"	600.40'	114.15'	57.25'	N06°03'35"W 113.98'

REFERENCES :

VOL. 6700, PG. [illegible] (O.P.R.R.P.B.C.TX.)
VOL. 2838, PG. 865 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 6th DAY OF APRIL 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_S\dwg\12013 Parcels 3.dwg 4/6/2015 8:44:48 AM CDT

Attachment II: Form of Deed and Contracts

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code §272.001 (l)

SP No./Parcel: P-148

Grantor: City of San Antonio, a Texas municipal corporation

Grantor's Mailing Address: City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: San Antonio River Authority, a political subdivision of the State of Texas

Grantee's Mailing Address: 100 E. Guenther Street, San Antonio, Texas 78204

Consideration: $10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 0.320 acres (13,922 square feet), being all of Lots 1, 2, and 3, New City Block 150, San Antonio, Bexar County, Texas and being more particularly described by metes and bounds on **Exhibit A**, which is incorporated herein by reference for

all purposes as if fully set forth.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by

acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:	**Accepted:**
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**, a political subdivision of the State of Texas
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Parcel No. P-148
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.320 Ac. Tract
(13,922 sq. ft.)

Being 0.320 acre of land (13,922 sq. ft.) and being all of Lots 1, 2, and 3, New City Block 150, San Antonio, Bexar County, Texas, recorded in Volume 1837, Page 464, Official Public Records of Real Property of Bexar County, Texas; said 0.320 acre tract (13,922 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the south right-of-way line of Travis St. with the southwest right-of-way line of Camaron St.; said PK Nail being the northeast corner of the said Lot 3 and also of the tract herein described;

1. Thence S 13°48'14" E, 297.16 feet departing the said south right-of-way line and continuing along the said southwest right-of-way line to a set PK Nail located at the intersection with the north right-of-way line of Houston St.; said PK Nail being the southeast corner of the said Lot 1 and also of the tract herein described;

2. Thence S 87°44'23" W, 69.68 feet departing the said southwest right-of-way line and continuing along the said north right-of-way line to a set PK Nail located at the intersection with the east right-of-way line of the San Pedro Creek; said PK Nail being the southwest corner of the said Lot 1 and also of the tract herein described;

Thence The following calls along the said east right-of-way line:

3. N 06°36'27" W, 139.48 feet departing the said north right-of-way line to a set PK Nail for an angle point;

4. N 01°56'53" W, 153.23 feet to a set PK Nail located on the said south right-of-way line of Travis St.; said PK Nail being the northwest corner of the said Lot 3 and also of the tract herein described;

Parcel No. P-148
Project Name: San Pedro Creek

5. Thence S 88°56'48" E, 19.98 feet departing the said east right-of-way line and continuing along the said south right-of-way line to the **Point of Beginning** and containing 0.320 acre of land (13,922 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

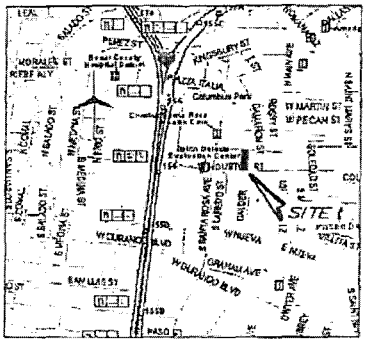
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 6, 2015

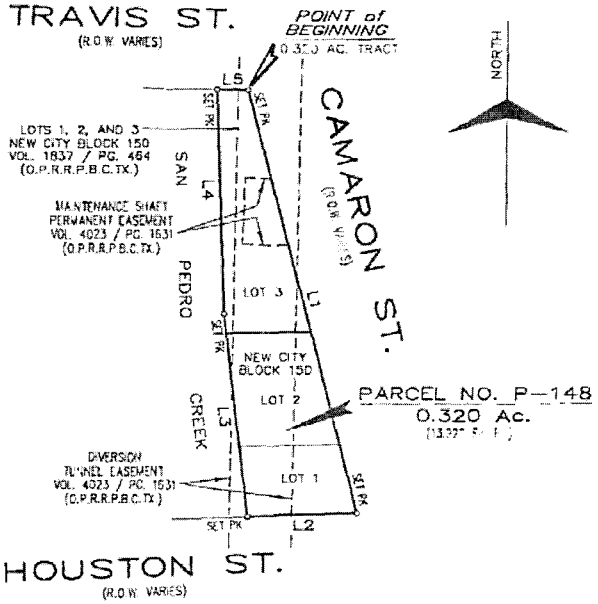
POZNECKI CAMARILLO INC
5635 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-148
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO	BEARING	LENGTH
L1	S13°48'14"E	297.16'
L2	S87°44'23"W	69.88'
L3	N05°36'27"W	139.48'
L4	N01°56'53"W	153.23'
L5	S88°56'48"E	19.98'

NOTES :

1. "SIP" DENOTES CUT 1/2" IRON PIN WITH YELLOW CAP LABELED "PC".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PC".
3. "X" DENOTES "X" CUT SCRIBED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." = DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "R.P.B.C.TX." = REAL RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

[illegible] (13,922 SQ. FT.) AND BEING [illegible] LOTS 1, 2, AND 3, NEW CITY BLOCK 150, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 1837, PAGE 464, [illegible] OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 1837, PG. 464 (D.&P.R.B.C.TX.)
VOL. 4023, PG. 1631 (O.P.R.R.P.B.C.TX.)

JOB NO. : [illegible] 3
DWN BY : [illegible]
DWG FILE : [illegible]

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY [illegible] TITLE COMMITMENT [illegible] 14[illegible]-03, TITLE RESOURCES GUARANTY COMPANY
EFFECTIVE DATE: MARCH 27, 2014
ONLY THOSE MATTERS CONTAINED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME OF THIS EXHIBIT ARE [illegible] /CONSIDERED.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 6th DAY OF APRIL 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_SVdwg\12013 Parcels 3.dwg 4/6/2015 8:44:48 AM CDT

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	P-159
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Mailing Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E. Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 0.305 acres (13,292 square feet), being Lot 1, New City Block 913, San Antonio, Bexar County, Texas, more particularly described by metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition.

This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Accepted:

San Antonio River Authority, a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Parcel No. P-159
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.305 Ac. Tract
(13,292 sq. ft.)

Being 0.305 acre of land (13,292 sq. ft.), being all of that called 0.306 acre tract known as Lot 1, New City Block 913, San Antonio, Bexar County, Texas, recorded in Volume 6556, Page 556, Official Public Records of Real Property of Bexar County, Texas; said 0.305 acre tract (13,292 sq. ft.) being more particularly described as follows:

Beginning at a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") located at the intersection of the south right-of-way line of Houston St. with the southwest right-of-way line of Camaron St.; said iron pin being the northeast corner of the said called 0.306 acre tract and of the tract herein described;

1. Thence S 07°59'34" E, 157.96 feet departing the said south right-of-way line and continuing along the said southwest right-of-way line to a set IP W/YC being the common easterly corner of the said called 0.306 acre tract and of a 0.180 acre tract recorded in Volume 1936, Page 190, Official Public Records of Real Property of Bexar County, Texas; said iron pin also being the southeast corner of the said called 0.306 acre tract and of the tract herein described;

2. Thence S 89°07'09" W, 96.29 feet departing the said southwest right-of-way line and continuing along the common line between the said called 0.306 acre tract and the said 0.180 acre tract to a found nail with a broken head located on the east right-of-way line of the San Pedro Creek; said nail being the common westerly corner of the said called 0.306 acre tract and of the said 0.180 acre tract; said nail also being the southwest corner of the said called 0.306 acre tract and of the tract herein described;

Thence The following calls along the east right-of-way line of the San Pedro Creek:

3. N 00°28'44" E, 98.80 feet departing the said common line to an IP W/YC set for an angle point;

Parcel No. P-159
Project Name: San Pedro Creek

4. N 01°35'25" W, 56.99 feet to a set IP W/YC located at the intersection with the said south right-of-way line of Houston St.; said iron pin also being the northwest corner of the said called 0.306 acre tract and of the tract herein described;

5. Thence N 88°21'41" E, 75.10 feet departing the said east right-of-way line of San Pedro Creek and continuing along the said south right-of-way line to the **Point of Beginning** and containing 0.305 acre of land (13,292 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015

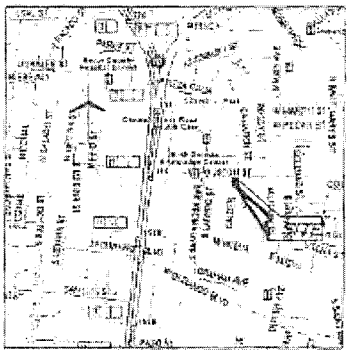
POZNECKI CAMARILLO INC

6535 CALLAGHAN ROAD, SUITE 2-H
SAN ANTONIO, TEXAS 78228 (210) 342-9191

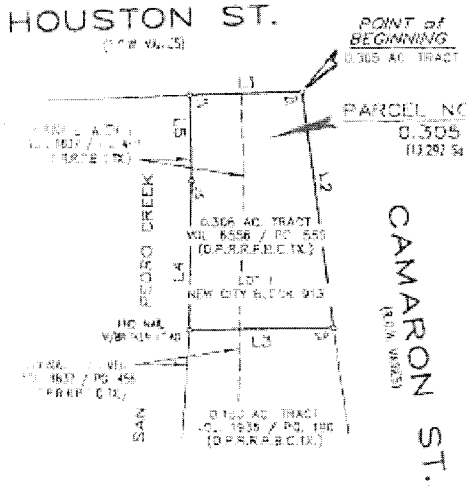
PARCEL NO. P-159
PROJECT NAME: SAN PEDRO CREEK

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

NORTH



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N88°27'41"E	25.15'
L2	S07°58'11"E	157.96'
L3	[illegible]	[illegible]
L4	N00°28'44"E	96.80'
L5	N07°33'25"W	56.49'

NOTES :

1. "SPI" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI"
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI"
3. "X" DENOTES "X" ETCHED IN CONCRETE
4. "FIP" DENOTES FOUND IRON PIN
5. "D.R.P.R.P.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS
6. "O.P.R.P.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
7. "O.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS)

PLAT SHOWING :

BEING 0.305 ACRE OF LAND (13,282 SQ. FT.), BEING ALL OF THAT CALLED 0.305 ACRE TRACT KNOWN AS LOT 1, NEW CITY BLOCK 913, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 6556, PAGE 556 OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 1935, PG. 186 (O.P.R.R.P.B.C.TX.)
VOL. 6556, PG. 556 (O.P.R.R.P.B.C.TX.)
VOL. 1937, PG. 456 (O.P.R.R.P.B.C.TX.)
VOL. 1937, PG. 440 (O.P.R.R.P.B.C.TX.)

JOB NO : 12013
DWN BY : TALAMANTEZ
DWG FILE : (NOT DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH, 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

"N:\Jobs\12\12013 Pozneckl Camarillo\Surveys\DWG\2013 Surveys\12013 Parcels.dwg 3/23/2015 6:37:56 AM CDT

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	P-339: 3,290 Square Feet out of NCB 922 Lot A9
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Mailing Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E. Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 3,290 Square Feet out of NCB 922 Lot A9, San Antonio, Bexar County, Texas, more particularly described by deed recorded in Volume 5437 Page 1257 of the O.P.R.R.P. of Bexar County Texas, and included within the metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or

hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Accepted:

San Antonio River Authority, a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Return to:

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

2313628

S.P #828

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

VOL 4137 PAGE 257

09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

VOL 5437 PAGE 1261

EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

Blair Warren

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Dalia H. Martinez
Notary Public in the State of Texas

My Commission Expires: 11-30-94

VOL 5437 PAGE 1262

0619E

Parcel No. P-339
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.619 Ac. Tract
(26,971 sq. ft.)

Being 0.619 acre of land (26,971 sq. ft.) and being comprised of Lot A10, Lot A11, Lot A12, Lot A13, and a remaining portion of Lot A9, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.619 acre tract (26,971 sq. ft.) being more particularly described as follows:

Beginning at found 5/8" iron rod located at the intersection of the southeast right-of-way line of Laredo Street with the northeast right-of-way line of Guadalupe Street; said iron rod being the most westerly corner of the said Lot A12 and also of the tract herein described;

1. Thence N 36°07'43" E, 104.30 feet departing the said northeast right-of-way line and continuing along the said southeast right-of-way line to a found 5/8" iron rod being the common most northwesterly corner of the said Lot A13 and of a remaining portion of Lot 12, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 6695, Page 993, Deed Records of Bexar County, Texas; said iron rod also being the most northerly corner of the said Lot A13 and also of the tract herein described;

Thence The following calls along the common line between the said Lot A13, Lot A11, Lot A10, and the remaining portion of Lot A9 with the said remaining portion of Lot 12:

2. S 61°40'49" E, 70.32 feet departing the southeast right-of-way line of Laredo Street and along the remnants of a fence to a ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") set for an angle point;

3. S 61°45'39" E, 44.59 feet to an IP W/YC set for an angle poirt;

4. S 61°16'19" E, 73.25 feet to an IP W/YC set for an angle poirt;

5. S 60°32'57" E, 30.19 feet to an IP W/YC set for an angle poirt;

Parcel No. P-339
Project Name: San Pedro Creek

6. S 60°35'07" E, 31.75 feet to a set IP W/YC being the common corner of the said remaining portion of Lot 9A and of a 7,500 sq. ft. tract, recorded in Volume 4013, Page 1907, Official Public Records of Real Property of Bexar County Texas; said iron rod being the most easterly corner of the said remaining portion of Lot A9 and also of the tract herein described;

7. Thence S 29°06'50" W, 105.85 feet departing the said common line and continuing along the common line between the said remaining portion of Lot 9A and the said 7,500 sq. ft. tract to an IP W/YC located on the northeast right-of-way line of Guadalupe Street; said iron rod being the most southerly corner of the tract herein described;

8. Thence N 60°46'16" W, 262.82 feet departing the said common line and continuing along the said northeast right-of-way line to the **Point of Beginning** and containing 0.619 acre of land (26,971 sq. ft.), more or less.

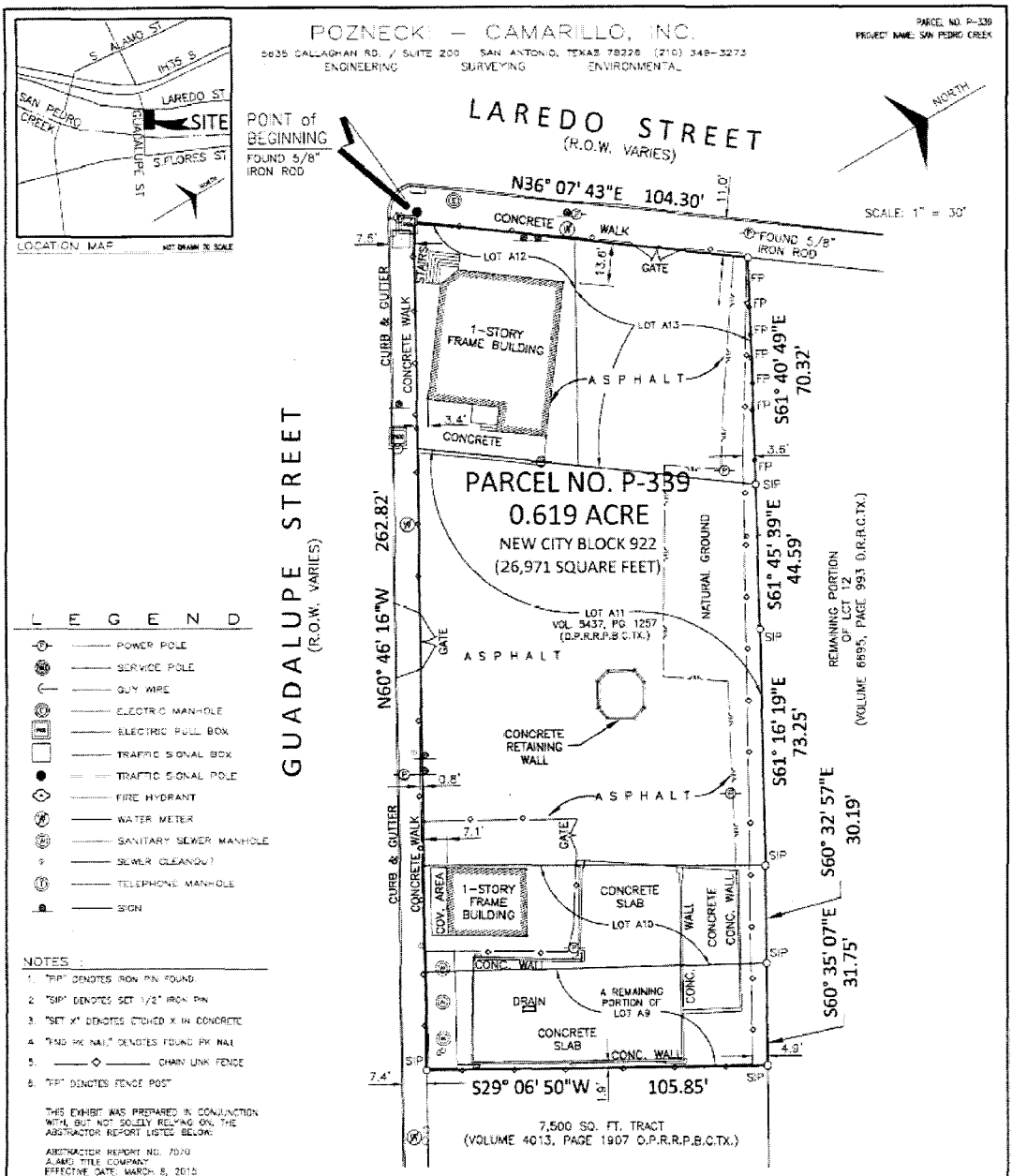
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015

Revised September 24, 2015

POZNECKI – CAMARILLO, INC.
5635 CALLAGHAN RD. / SUITE 200 SAN ANTONIO, TEXAS 78228 (210) 349-3272
ENGINEERING SURVEYING ENVIRONMENTAL

PARCEL NO. P-339
PROJECT NAME: SAN PEDRO CREEK



LEGEND

- POWER POLE
- SERVICE POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN

NOTES :

1. "FIP" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN
3. "SET X" DENOTES ETCHED X IN CONCRETE
4. "FND PK NAIL" DENOTES FOUND PK NAIL
5. CHAIN LINK FENCE
6. "FP" DENOTES FENCE POST

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR REPORT LISTED BELOW:

ABSTRACTOR REPORT NO. 7070
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 6, 2015

ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.619 ACRE OF LAND (26,971 SQ. FT.) AND BEING COMPRISED OF LOT A10, LOT A11, LOT A12, LOT A13, AND A REMAINING PORTION OF LOT A9, NEW CITY BLOCK 922, SAN ANTONIO, BEXAR COUNTY, TEXAS. RECORDED IN VOLUME 9437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 9437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 4013, PG. 1907 (O.P.R.R.P.B.C.TX.)
VOL. 6695, PG. 993 (O.R.R.C.TX.)

JOB NO. : 12013
DWN. BY : C.ROD
DWG FILE : REF: DAY STAMP

REVISED SEPTEMBER 24, 2015

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 27th DAY OF APRIL 2015 A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code §272.001 (l)

SP No./Parcel: P-339: NCB 922 Lot A10

Grantor: City of San Antonio, a Texas municipal corporation

Grantor's Mailing Address: City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: San Antonio River Authority, a political subdivision of the State of Texas

Grantee's Mailing Address: 100 E. Guenther Street, San Antonio, Texas 78204

Consideration: $10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 3,355 Square Feet being NCB 922 Lot A10, San Antonio, Bexar County, Texas, more particularly described by deed recorded in Volume 5437 Page 1257 of the O.P.R.R.P. of Bexar County Texas, and included within the metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or

hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:	**Accepted:**
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority,** , a political subdivision of the State of Texas
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Return to:

2313628

S.P. 6828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

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09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 feet offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

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EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

Blair Warren

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA N. MARTINEZ
Notary Public State of Texas
My Commission Expires 11-30-94

Dalia N. Martinez
Notary Public in the State of Texas

My Commission Expires: 11-30-94

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0619E

Parcel No. P-339
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.619 Ac. Tract
(26,971 sq. ft.)

Being 0.619 acre of land (26,971 sq. ft.) and being comprised of Lot A10, Lot A11, Lot A12, Lot A13, and a remaining portion of Lot A9, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.619 acre tract (26,971 sq. ft.) being more particularly described as follows:

Beginning at found 5/8" iron rod located at the intersection of the southeast right-of-way line of Laredo Street with the northeast right-of-way line of Guadalupe Street; said iron rod being the most westerly corner of the said Lot A12 and also of the tract herein described;

1. Thence N 36°07'43" E, 104.30 feet departing the said northeast right-of-way line and continuing along the said southeast right-of-way line to a found 5/8" iron rod being the common most northwesterly corner of the said Lot A13 and of a remaining portion of Lot 12, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 6695, Page 993, Deed Records of Bexar County, Texas; said iron rod also being the most northerly corner of the said Lot A13 and also of the tract herein described;

Thence The following calls along the common line between the said Lot A13, Lot A11, Lot A10, and the remaining portion of Lot A9 with the said remaining portion of Lot 12:

2. S 61°40'49" E, 70.32 feet departing the southeast right-of-way line of Laredo Street and along the remnants of a fence to a ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") set for an angle point;

3. S 61°45'39" E, 44.59 feet to an IP W/YC set for an angle poirt;

4. S 61°16'19" E, 73.25 feet to an IP W/YC set for an angle poirt;

5. S 60°32'57" E, 30.19 feet to an IP W/YC set for an angle poirt;

Parcel No. P-339
Project Name: San Pedro Creek

6. S 60°35'07" E, 31.75 feet to a set IP W/YC being the common corner of the said remaining portion of Lot 9A and of a 7,500 sq. ft. tract, recorded in Volume 4013, Page 1907, Official Public Records of Real Property of Bexar County Texas; said iron rod being the most easterly corner of the said remaining portion of Lot A9 and also of the tract herein described;

7. Thence S 29°06'50" W, 105.85 feet departing the said common line and continuing along the common line between the said remaining portion of Lot 9A and the said 7,500 sq. ft. tract to an IP W/YC located on the northeast right-of-way line of Guadalupe Street; said iron rod being the most southerly corner of the tract herein described;

8. Thence N 60°46'16" W, 262.82 feet departing the said common line and continuing along the said northeast right-of-way line to the **Point of Beginning** and containing 0.619 acre of land (26,971 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

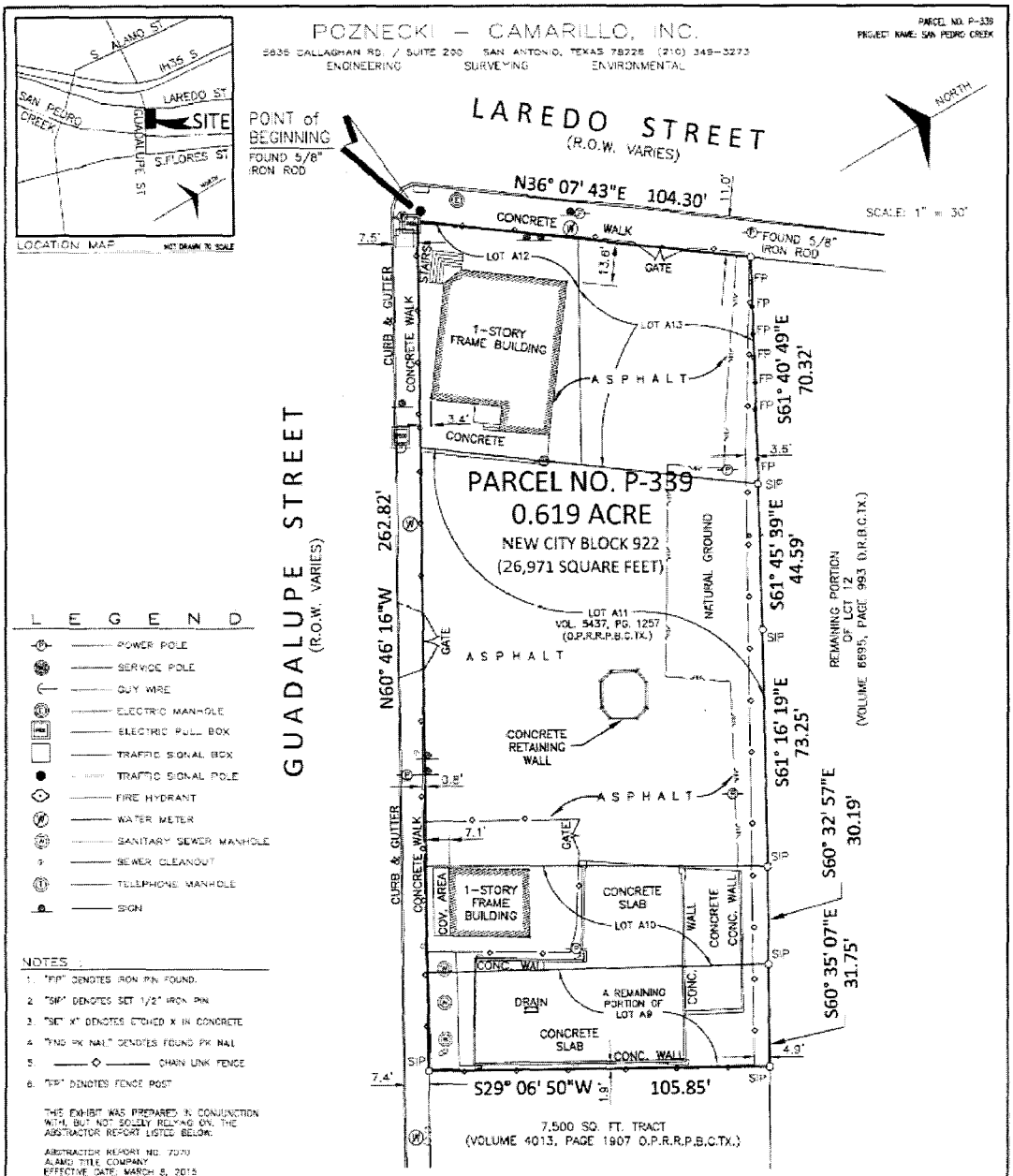
Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015

Revised September 24, 2015

PARCEL NO. P-339
PROJECT NAME: SAN PEDRO CREEK

POZNECKI – CAMARILLO, INC.
5635 CALLAGHAN RD. / SUITE 200 SAN ANTONIO, TEXAS 78228 (210) 349-3273
ENGINEERING SURVEYING ENVIRONMENTAL

LOCATION MAP NOT DRAWN TO SCALE



LEGEND

- POWER POLE
- SERVICE POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN

NOTES :

1. "FP" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN
3. "SET X" DENOTES ETCHED X IN CONCRETE
4. "FND PK NAIL" DENOTES FOUND PK NAIL
5. —— ◇ —— CHAIN LINK FENCE
6. "FP" DENOTES FENCE POST

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR REPORT LISTED BELOW:

ABSTRACTOR REPORT NO. 7070
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 8, 2015

ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.619 ACRE OF LAND (26,971 SQ. FT.) AND BEING COMPRISED OF LOT A10, LOT A11, LOT A12, LOT A13, AND A REMAINING PORTION OF LOT A9, NEW CITY BLOCK 922, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 4013, PG. 1907 (O.P.R.R.P.B.C.TX.)
VOL. 6695, PG. 993 (D.R.B.C.TX.)

JOB NO. : 12013
DWN. BY : C.ROD
DWG FILE : REV: DAY STAMP

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 27th DAY OF APRIL 2015 A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISED SEPTEMBER 24, 2015

SHEET 3 OF 3

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	P-339: NCB 922 Lot A11, A13 and a portion of A12
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Mailing Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E. Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 16,840 Square Feet being NCB 922 all of Lot A11, all of Lot 13, and a portion of Lot A12, San Antonio, Bexar County, Texas, more particularly described by deed recorded in Volume 5437 Page 1257 of the O.P.R.R.P. of Bexar County Texas, and included within the metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that

Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Accepted:

San Antonio River Authority, a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

RETURN TO:

2313628

S.P #828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

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09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

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EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Notary Public in the State of Texas

My Commission Expires: 11-30-94

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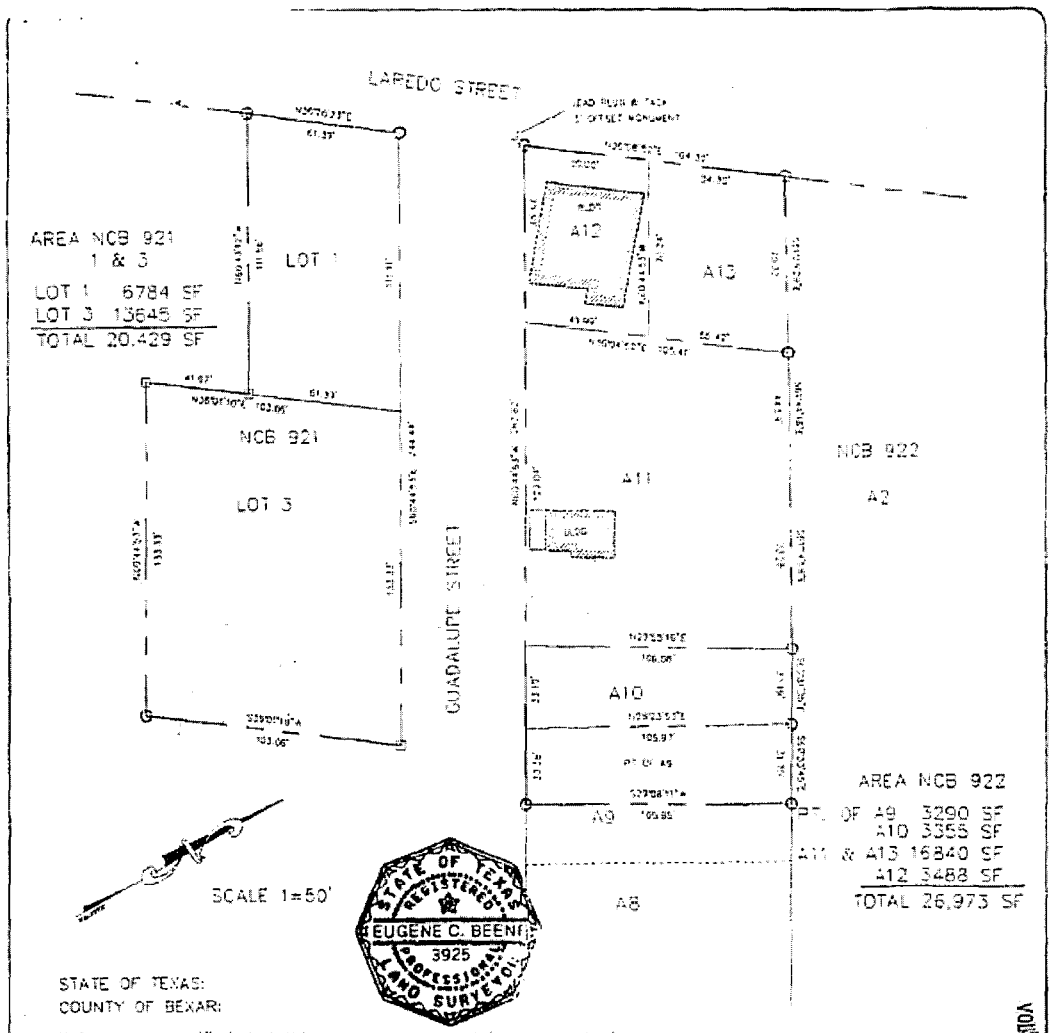
0619E



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO.3925

SET REBAR STAKE

FOUND REBAR STAKE

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SAN ANTONIO RIVER AUTHORITY

100 E. GUENTHER STREET
P.O. BOX 830027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: EB
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: SPR-ROW
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER: SAN ANTONIO RIVER AUTHORITY

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, DEAF SMITH CO
1992 SEP 10 AM 9:09

STATE OF TEXAS, COUNTY OF DEAF SMITH
I, Robert D. Green, County Clerk in and for Deaf Smith County, Texas, do hereby certify that this instrument was FILED in file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Deaf Smith County, Texas on
SEP 11 1992
County Clerk, Deaf Smith County, Texas

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, NOTICE OF PAGES, ETC.

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Parcel No. P-339
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.619 Ac. Tract
(26,971 sq. ft.)

Being 0.619 acre of land (26,971 sq. ft.) and being comprised of Lot A10, Lot A11, Lot A12, Lot A13, and a remaining portion of Lot A9, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.619 acre tract (26,971 sq. ft.) being more particularly described as follows:

Beginning at found 5/8" iron rod located at the intersection of the southeast right-of-way line of Laredo Street with the northeast right-of-way line of Guadalupe Street; said iron rod being the most westerly corner of the said Lot A12 and also of the tract herein described;

1. Thence N 36°07'43" E, 104.30 feet departing the said northeast right-of-way line and continuing along the said southeast right-of-way line to a found 5/8" iron rod being the common most northwesterly corner of the said Lot A13 and of a remaining portion of Lot 12, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 6695, Page 993, Deed Records of Bexar County, Texas; said iron rod also being the most northerly corner of the said Lot A13 and also of the tract herein described;

Thence The following calls along the common line between the said Lot A13, Lot A11, Lot A10, and the remaining portion of Lot A9 with the said remaining portion of Lot 12:

2. S 61°40'49" E, 70.32 feet departing the southeast right-of-way line of Laredo Street and along the remnants of a fence to a ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") set for an angle point;

3. S 61°45'39" E, 44.59 feet to an IP W/YC set for an angle poirt;

4. S 61°16'19" E, 73.25 feet to an IP W/YC set for an angle poirt;

5. S 60°32'57" E, 30.19 feet to an IP W/YC set for an angle poirt;

Parcel No. P-339
Project Name: San Pedro Creek

6. S 60°35'07" E, 31.75 feet to a set IP W/YC being the common corner of the said remaining portion of Lot 9A and of a 7,500 sq. ft. tract, recorded in Volume 4013, Page 1907, Official Public Records of Real Property of Bexar County Texas; said iron rod being the most easterly corner of the said remaining portion of Lot A9 and also of the tract herein described;

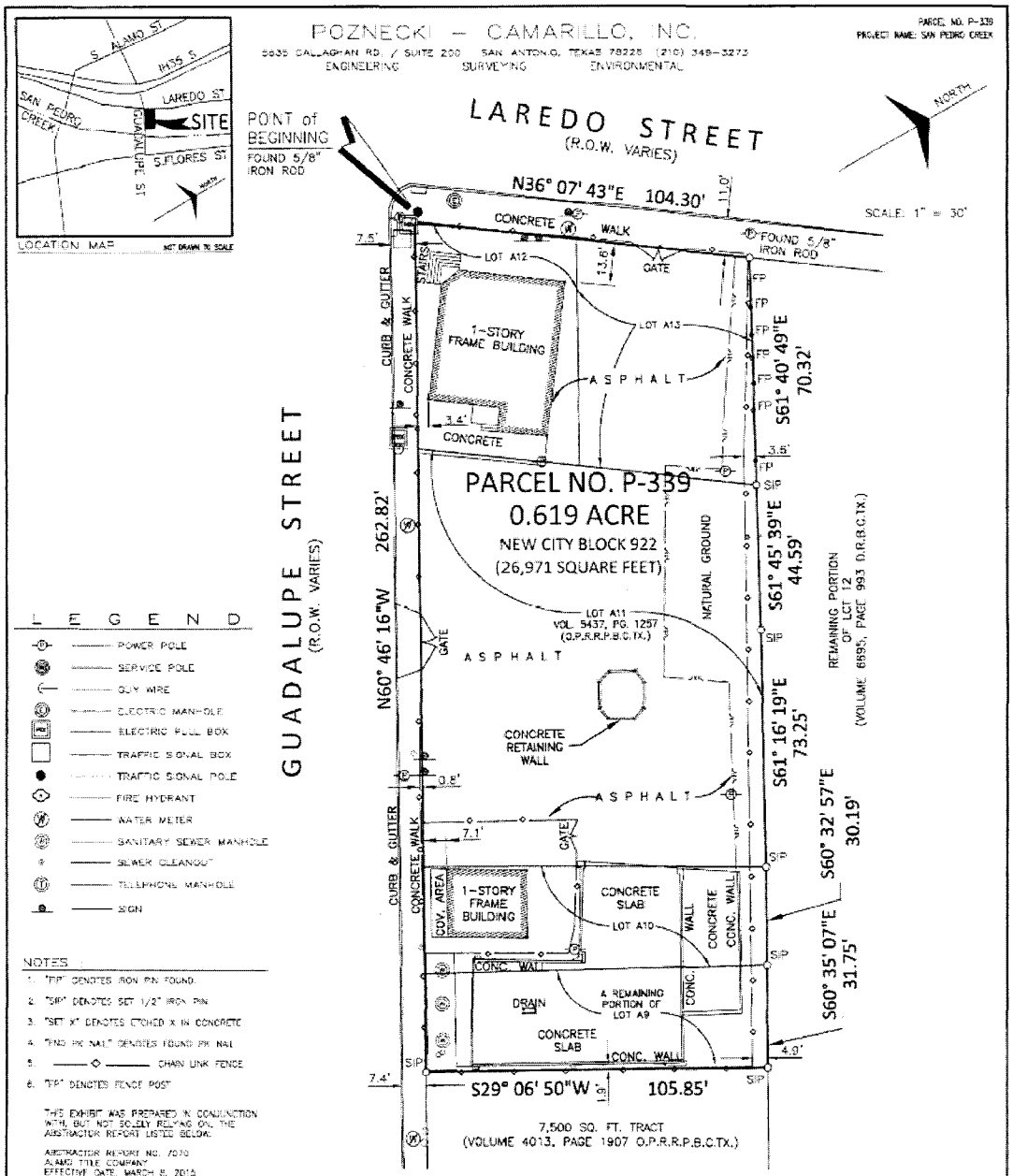
7. Thence S 29°06'50" W, 105.85 feet departing the said common line and continuing along the common line between the said remaining portion of Lot 9A and the said 7,500 sq. ft. tract to an IP W/YC located on the northeast right-of-way line of Guadalupe Street; said iron rod being the most southerly corner of the tract herein described;

8. Thence N 60°46'16" W, 262.82 feet departing the said common line and continuing along the said northeast right-of-way line to the **Point of Beginning** and containing 0.619 acre of land (26,971 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015

Revised September 24, 2015



LEGEND

- POWER POLE
- SERVICE POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN

NOTES

1. "FIP" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN
3. "SET X" DENOTES CTCHED X IN CONCRETE
4. "FND PK NAIL" DENOTES FOUND PK NAIL
5. —◇— CHAIN LINK FENCE
6. "FP" DENOTES FENCE POST

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR REPORT LISTED BELOW:

ABSTRACTOR REPORT NO. 7070
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 6, 2015

ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.619 ACRE OF LAND (26,971 SQ. FT.) AND BEING COMPRISED OF LOT A10, LOT A11, LOT A12, LOT A13, AND A REMAINING PORTION OF LOT A9, NEW CITY BLOCK 922, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 4013, PG. 1907 (O.P.R.R.P.B.C.TX.)
VOL. 6695, PG. 993 (O.R.B.C.TX.)

JOB NO. : 12013
DWN BY : CROD
DWG FILE : REF: DXF STAMP

REVISED SEPTEMBER 24, 2015

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 27th DAY OF APRIL 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	P-339: 3,488 Square Feet out of NCB 922 Lot A12
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Mailing Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E. Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 3,488 Square Feet out of NCB 922 Lot A12, San Antonio, Bexar County, Texas, more particularly described by deed recorded in Volume 5437 Page 1257 of the O.P.R.R.P. of Bexar County Texas, and included within the metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or

hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Accepted:

San Antonio River Authority, a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Return to:

2313628

S.P. #828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

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09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.68 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

VOL 5 4 3 7 PAGE 1 2 6 1

EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

Blair Warren

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Dalia H. Martinez
Notary Public in the State of Texas

My Commission Expires: 11-30-94

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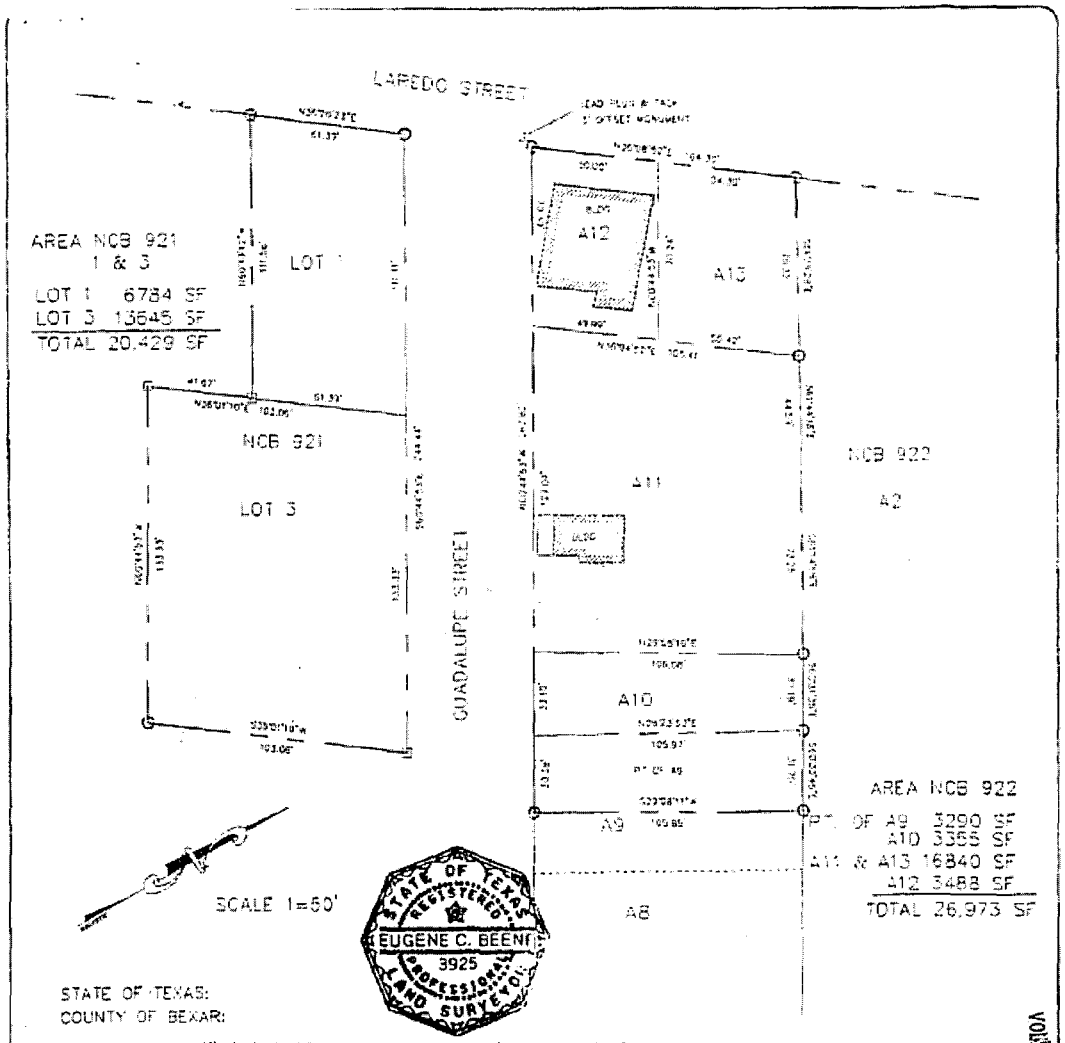
0619E



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct.

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO.3925

○ SET REBAR STAKE
□ FOUND REBAR STAKE

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SAN ANTONIO RIVER AUTHORITY
100 E. GUENTHER STREET
P.O. BOX 830027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: EB
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: SPR-OUT
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER: SAN ANTONIO RIVER AUTHORITY

RECORDING MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, BLOCKOUTS, FADED, ETC.

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO
1992 SEP 10 AM 8:09

Executed in duplicate original pursuant to Section 9.604 of the Texas Business and Commerce Code.
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in file Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on
SEP 11 1992
County Clerk, Bexar County, Texas

Parcel No. P-339
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.619 Ac. Tract
(26,971 sq. ft.)

Being 0.619 acre of land (26,971 sq. ft.) and being comprised of Lot A10, Lot A11, Lot A12, Lot A13, and a remaining portion of Lot A9, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.619 acre tract (26,971 sq. ft.) being more particularly described as follows:

Beginning at found 5/8" iron rod located at the intersection of the southeast right-of-way line of Laredo Street with the northeast right-of-way line of Guadalupe Street; said iron rod being the most westerly corner of the said Lot A12 and also of the tract herein described;

1. Thence N 36°07'43" E, 104.30 feet departing the said northeast right-of-way line and continuing along the said southeast right-of-way line to a found 5/8" iron rod being the common most northwesterly corner of the said Lot A13 and of a remaining portion of Lot 12, New City Block 922, San Antonio, Bexar County, Texas, recorded in Volume 6695, Page 993, Deed Records of Bexar County, Texas; said iron rod also being the most northerly corner of the said Lot A13 and also of the tract herein described;

Thence The following calls along the common line between the said Lot A13, Lot A11, Lot A10, and the remaining portion of Lot A9 with the said remaining portion of Lot 12:

2. S 61°40'49" E, 70.32 feet departing the southeast right-of-way line of Laredo Street and along the remnants of a fence to a ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") set for an angle point;

3. S 61°45'39" E, 44.59 feet to an IP W/YC set for an angle poirt;

4. S 61°16'19" E, 73.25 feet to an IP W/YC set for an angle poirt;

5. S 60°32'57" E, 30.19 feet to an IP W/YC set for an angle poirt;

Parcel No. P-339
Project Name: San Pedro Creek

6. S 60°35'07" E, 31.75 feet to a set IP W/YC being the common corner of the said remaining portion of Lot 9A and of a 7,500 sq. ft. tract, recorded in Volume 4013, Page 1907, Official Public Records of Real Property of Bexar County Texas; said iron rod being the most easterly corner of the said remaining portion of Lot A9 and also of the tract herein described;

7. Thence S 29°06'50" W, 105.85 feet departing the said common line and continuing along the common line between the said remaining portion of Lot 9A and the said 7,500 sq. ft. tract to an IP W/YC located on the northeast right-of-way line of Guadalupe Street; said iron rod being the most southerly corner of the tract herein described;

8. Thence N 60°46'16" W, 262.82 feet departing the said common line and continuing along the said northeast right-of-way line to the **Point of Beginning** and containing 0.619 acre of land (26,971 sq. ft.), more or less.

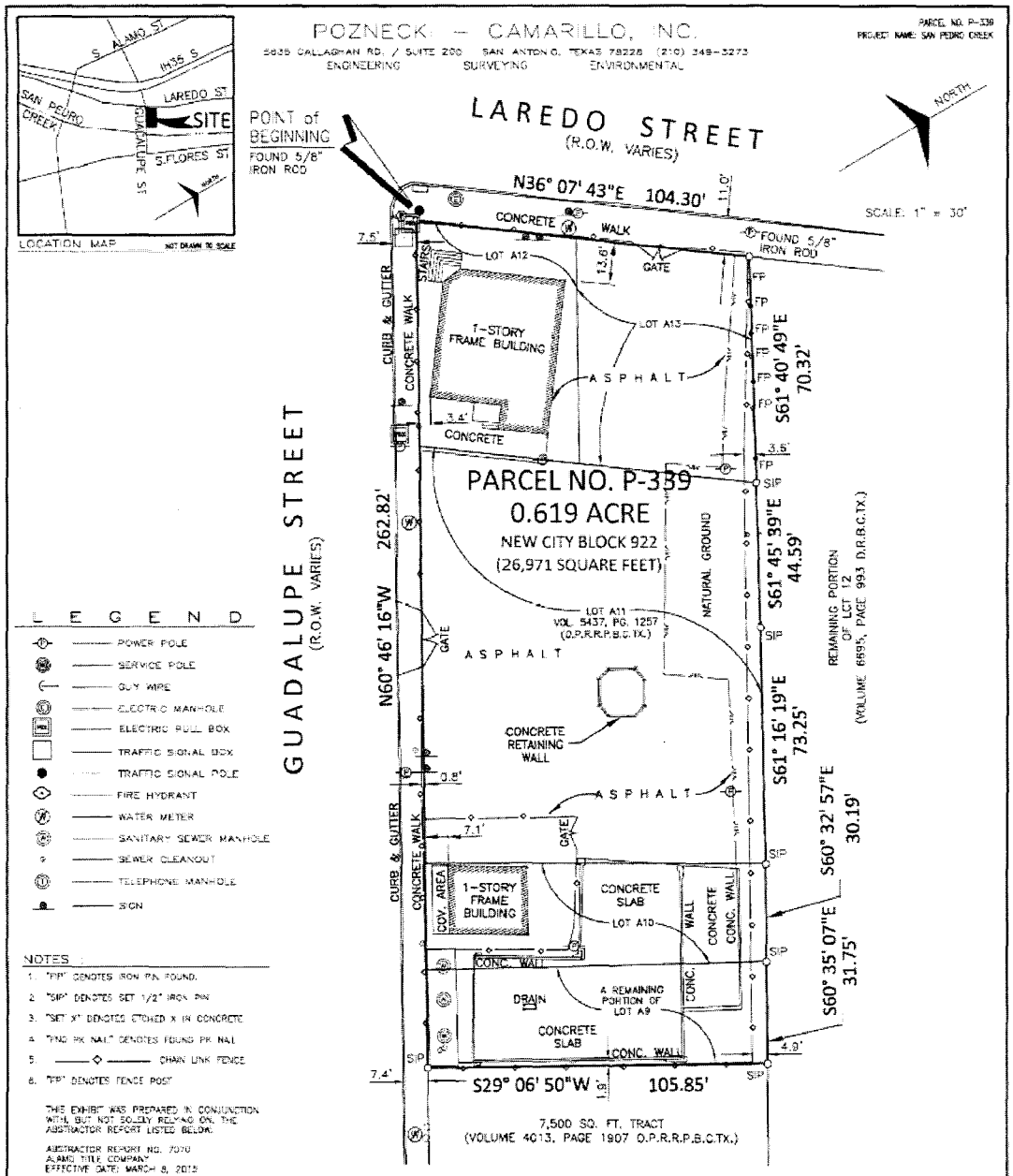
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015

Revised September 24, 2015

POZNECKI – CAMARILLO, INC.
2635 CALLAGHAN RD. / SUITE 200 SAN ANTONIO, TEXAS 78228 (210) 349-3273
ENGINEERING SURVEYING ENVIRONMENTAL

PARCEL NO. P-339
PROJECT NAME: SAN PEDRO CREEK



LEGEND

- POWER POLE
- SERVICE POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN

NOTES :

1. "FP" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN
3. "SET X" DENOTES ETCHED X IN CONCRETE
4. "FND PK NAIL" DENOTES FOUND PK NAIL
5. —◇— CHAIN LINK FENCE
6. "FP" DENOTES FENCE POST

THE EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR REPORT LISTED BELOW.

ABSTRACTOR REPORT NO. 7070
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 8, 2015

ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.619 ACRE OF LAND (26,971 SQ. FT.) AND BEING COMPRISED OF LOT A10, LOT A11, LOT A12, LOT A13, AND A REMAINING PORTION OF LOT A9, NEW CITY BLOCK 922, SAN ANTONIO, BEXAR COUNTY, TEXAS. RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 4013, PG. 1907 (O.P.R.R.P.B.C.TX.)
VOL. 6695, PG. 993 (O.R.B.C.TX.)

JOB NO. : 12013
DWN. BY : C.ROD
DWG FILE : RCI: DAY STAMP

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 27th DAY OF APRIL 2015 A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL LAND SURVEYOR

REVISED SEPTEMBER 24, 2015

SHEET 3 OF 3

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	P-342: 6,784 Square Feet remainder out of NCB 921 Lot 1
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Mailing Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E. Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 6,784 Square Feet being the remaining portion of NCB 921 Lot 1, San Antonio, Bexar County, Texas, more particularly described by deed recorded in Volume 5437 Page 1257 of the O.P.R.R.P. of Bexar County Texas, and included within the metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that

Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:	**Accepted:**
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**, a political subdivision of the State of Texas
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Return to:

2313628

S.P.-6828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

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09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

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EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11/30/94

Notary Public in the State of Texas

My Commission Expires: 11-30-94

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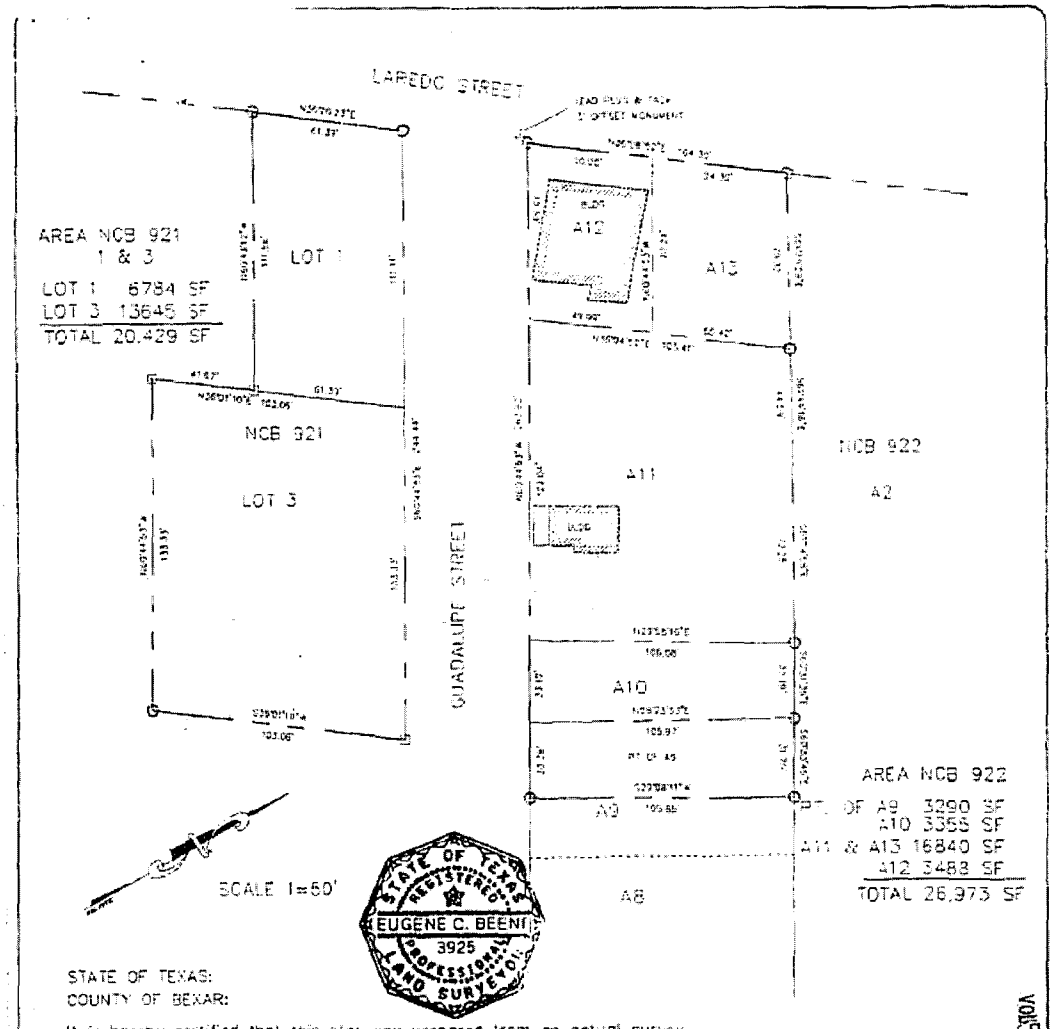
3619E



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct.

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO 3925

○ SET IRON STAKE

□ FOUND IRON STAKE

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SAN ANTONIO RIVER AUTHORITY

100 E. GUENTHER STREET
P.O. BOX 830027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: EB
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: DTX-OUT
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER: SAN ANTONIO RIVER AUTHORITY

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RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO
1992 SEP 10 AM 9 09

[illegible] property because of [illegible] color, [illegible] is invalid and unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on

SEP 11 1992

Robert D. Green

County Clerk Bexar County, Texas

Parcel No. P-342
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.469 Ac. Tract
(20,430 sq. ft.)

Being 0.469 acre of land (20,430 sq. ft.) and being the remaining portions of Lots 1 and 3, located within New City Block 921, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.469 acre tract (20,430 sq. ft.) being more particularly described as follows:

Beginning at a PK Nail found at a building corner located on the southwest right-of-way line of Guadalupe Street; said Nail being the common northeasterly corner of the said remaining portion of Lot 3 and of a 0.3966 acre tract recorded in Volume 12746, Page 2273, Official Public Records of Real Property of Bexar County Texas; said Nail also being the most easterly corner of the said remaining portion of Lot 3 and of the tract herein described;

1. Thence S 36°02'10" W, 103.06 feet departing the said southwest right-of-way line and continuing along the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") being the most easterly corner of a 0.263 acre tract recorded in Volume 16619, Page 960, Official Public Records of Real Property of Bexar County Texas; said iron pin being the most southerly corner of the said remaining portion of Lot 3 and of the tract herein described;

Thence The following calls along the common line between the said remaining portions of Lots 1 and 3 with the said 0.263 acre tract:

2. N 60°43'53" W, 133.33 feet departing the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set IP W/YC being the most westerly corner of the said remaining portion of Lot 3 and also being an angle point of the tract herein described;

3. N 36°02'10" E, 41.67 feet to a set IP W/YC being a common corner of the said remaining portions of Lots 1 and 3 and the said 0.263 acre tract; said iron pin also being an angle point of the tract herein described;

Parcel No. P-342
Project Name: San Pedro Creek

4. N 60°42'12" W, 111.56 feet to a set IP W/YC located on the southeast right-of-way line of Laredo Street and being the common northwesterly corner of the said remaining portion of Lot 1 and the said 0.263 acre tract; said iron pin also being the most westerly corner of the tract herein described;

5. Thence N 36°27'23" E, 61.39 feet departing the said common line and continuing along the said southeast right-of-way line to a set "X" in concrete located at the intersection with the southwest right-of-way line of Guadalupe Street; said X being the most northerly corner of the said remaining portion of Lot 1 and of the said remaining portion of Lot 1 and of the tract herein described;

6. Thence S 60°43'53" E, 244.44 feet departing the said southeast right-of-way line and continuing along the said southwest right-of-way line to the **Point of Beginning** and containing 0.469 acre of land (20,430 sq. ft.), more or less.

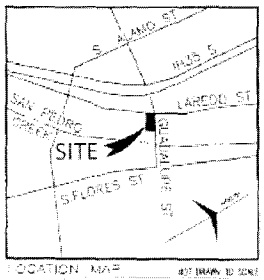
A plat of even date accompanies this metes and bounds description.

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

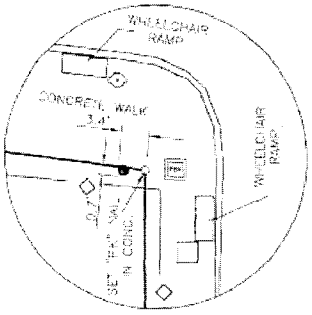
Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015

POZNECKI — CAMARILLO, INC.
5835 CALLAGHAN RD. / SUITE 203 SAN ANTONIO, TEXAS 78228 (210) 349-0033
ENGINEERING SURVEYING ENVIRONMENTAL

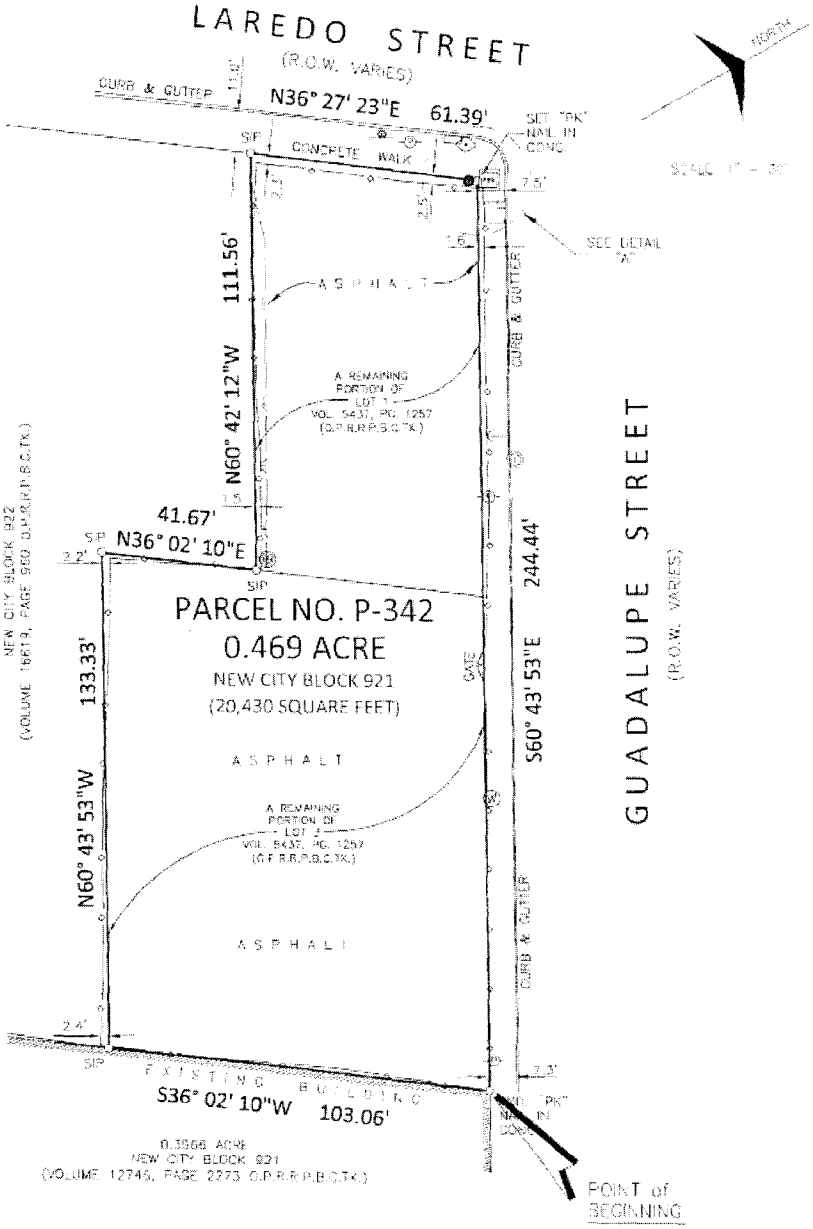
PARCEL NO. P-342
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE



DETAIL "A"
NOT DRAWN TO SCALE



LEGEND

- POWER POLE
- SERVICE POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN

NOTES:

1. "FIN" DENOTES IRON PIN FOUND.
2. "SIP" DENOTES SET 1/2" IRON PIN.
3. "SET X" DENOTES ETCHED X IN CONCRETE.
4. "FND PK NAIL" DENOTES FOUND PK NAIL.
5. —— ◇ —— CHAIN LINK FENCE

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE ABSTRACTOR'S REPORT LISTED BELOW.

ABSTRACTOR REPORT NO. 7570
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 16, 2015

ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN.

DIRECTIONAL CONTROL BASIS:

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE, NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING:

BEING 0.469 ACRE OF LAND (20,430 SQ. FT.) LAND BEING THE REMAINING PORTIONS OF LOTS 1 AND 3, LOCATED WITHIN NEW CITY BLOCK 921, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES:

VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 12746, PG. 2273 (O.P.R.R.P.B.C.TX.)
VOL. 16619, PG. 960 (O.P.R.R.P.B.C.TX.)

JOB NO. 1227-1
DWN BY CBD
CHK BY ACL

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 27th DAY OF APRIL 2015 A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3928

STATE OF TEXAS
ADALBERTO CAMARILLO
3928
PROFESSIONAL LAND SURVEYOR

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	P-342: 13, 645 Square Feet remainder out of NCB 921 Lot 3
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Mailing Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E. Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 13,645 Square Feet being the remaining portion of NCB 921 Lot 3, San Antonio, Bexar County, Texas, more particularly described by deed recorded in Volume 5437 Page 1257 of the O.P.R.R.P. of Bexar County Texas, and included within the metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that

Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:	**Accepted:**
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**, a political subdivision of the State of Texas
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

RETURN TO: 2313628 S.P. 6828

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter called "GRANTOR", acting by and through its Assistant General Manager, F. Blair Warren, for and in consideration of the sum of ONE AND NO DOLLARS ($1.00) the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO all of the following described real property in Bexar County, Texas, to-wit:

REMAINING PORTION OF LOT 1, NCB 921

Being 6,784 square feet of land, more of less, the remaining portion of Lot 1, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Gloria Linda H. Rodriguez, Administratrix of the Estate of Gloria Montiel Sanchez, to Stella M.S. Hernandez in Volume 2379, Page 1249; save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 791, Page 532, of the Deed and Plat Records of Bexar County, Texas, and is more particularly described as follows:

Beginning at a set 5/8" rebar stake for the southeast right-of-way line of Guadalupe Street and South Laredo Street.

Thence: S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point for the northeast corner of the remaining portion of Lot 1.

Thence: S 36° 01' 10" W, 61.39 feet with the east line of Lot 3 to a found 1/2" rebar stake and a corner.

Thence: N 60° 43' 12" W, 111.56 feet to a set 5/8" rebar stake in the east right-of-way line of South Laredo Street for the southwest corner of Lot 1.

Thence: N 36° 26' 23" E, 61.39 feet with the easterly right-of-way line of South Laredo Street to the POINT OF BEGINNING, containing 6,784 square feet of land, more or less.

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09-10-92 0741699 0283324 $15.00 Y 001 11790

REMAINING PORTION OF LOT 3, NCB 921

Being 13,645 square feet of land, more or less, the remaining portion of Lot 3, NCB 921, located entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Being the same tract as recorded in Volume 264, page 233. Save and except that 8 foot wide strip fronting Guadalupe Street conveyed to the City of San Antonio, as recorded in Volume 643, Page 72, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

Commencing at a point for the southeast right-of-way of Guadalupe and South Laredo Streets. Thence S 60° 44' 53" E, 111.11 feet with the southerly line of Guadalupe Street to a point, the northwesterly corner of the remaining portion of Lot 3, the point of beginning.

Thence: S 60° 44' 53" E, 133.33 feet with the southerly line of Guadalupe Street to a found 3/8" rebar stake for the northeasterly corner of the remaining portion of Lot 3.

Thence: S 36° 01' 10" W, 103.06 feet with the east line of Lot 3 to a set 5/8" rebar stake and the southeasterly corner.

Thence: N 60° 44' 53" W, 133.33 feet with the south line of Lot 3 to a found 1/2" rebar stake and the southwesterly corner.

Thence: N 36° 01' 10" E, 103.06 feet with the west line of Lot 3 to the POINT OF BEGINNING, containing 13,645 square feet of land, more or less.

PART OF LOT A9, NCB 922

Being a part of Lot A9 (5) containing 3,290 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance from Charles Graebner to Guadalupe Rodriguez, Jr. in Volume 903, Page 208, as recorded in the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this lot and the north right-of-way of Guadalupe Street. Said stake bears S 61° 27' 56" E, 235.24 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and N 52° 11' 08" W, 283.53 feet from a brass disk set in concrete marked SP.18.

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Thence: N 28° 23' 53" E, 105.97 feet, generally with a fence and the common line of Lot A10(4) to a cinder block fence corner the northwest corner of this described lot.

Thence: S 60° 33' 46" E, 31.75 feet to the northeast corner of this described tract and a set 5/8" rebar stake.

Thence: S 29° 08' 11" W, 105.85 feet to the southeast corner of this described lot and the north right-of-way of Guadalupe Street and a set 5/8" rebar stake.

Thence: N 60° 44' 53" W, 30.38 feet with said right-of-way to the POINT OF BEGINNING, containing 3,290 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A10, NCB 922

Being all of Lot A10(4) containing 3,355 square feet of land, more or less, and being a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to an conveyance of said lot from J.Q. Giraud et. ux. to J.W. Mueller and recorded in Volume 391, Page 494, of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A10(4) and the north right-of-way of Guadalupe Street. Said stake bears S 61° 34' 57" E, 202.74 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets.

Thence: N 29° 58' 16" E, 106.08 feet, the common line of Lot A11(3) to a 3/4" rebar stake set for the northwest corner of this described lot.

Thence: S 60° 31' 36" E, 30.19 feet, generally with an old fence to the corner of a cinder block fence and the northeast corner of this described lot.

Thence: S 28° 23' 53" W, 105.97 feet, the common line of Lot A9(5) to a 3/4" rebar stake set for the southeast corner of this lot and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 33.10 feet, with said right-of-way to the POINT OF BEGINNING, containing 3,355 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

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LOTS A11 AND A13, NCB 922

Being all of Lots A11(3) and A13(1) and part of Lot A12(2) containing 16,840 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to several conveyances of the above described lots from C.J. Contreras to Herlinda M. de Rodriguez in Volume 2149, Page 576, from W.F. Rensler et. ux., to Herlinda M. De Rodriguez in Volume 1627, Page 213, and from Urania Rodriguez de Trevino et. al., to Herlinda Morales de Rodriguez in Volume 2089, Page 172, all of the above conveyances recorded in Deed Records of Bexar County, Texas, and they are more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of Lot A13(1) and the east right-of-way of Laredo Street. Said stake bears N 39° 22' 11" E, 53.42 feet from a lead plug and tack 3.00 foot offset monument found at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 414.90 feet from an "X" chiseled in concrete walk at the southeast right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 54.30 feet with the east right-of-way of Laredo Street for the northwest corner of Lot A13(1).

Thence: S 61° 39' 28" E, 70.32 feet generally with a fence and the common line with Lot A2(12) to the northeast corner of Lot A-13.

Thence: S 61° 44' 18" E, 44.59 feet generally with a fence and the common line with Lot A2(12) to a point in said fence line.

Thence: S 61° 14' 58" E, 73.25 feet generally with a fence and the common line with Lot A2(12) to a 3/4" rebar stake set for the northeast corner of Lot A11(3).

Thence: S 29° 58' 16" W, 106.08 feet with the a common line with Lot A10(4) to a 3/4" rebar stake set for the southeast corner of Lot A11(3) and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, with the north right-of-way of Guadalupe Street 129.04 feet an "X" chiseled in a concrete walk.

Thence: N 36° 04' 52" E, 49.99 feet to a 3/4" rebar stake set on the common line between Lots A12(3) and A13(1).

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Thence: With said common line N 60° 44' 53" W, 70.24 feet to the POINT OF BEGINNING, containing 16,840 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

LOT A12, NCB 922

Being a part of Lot A12(2) containing 3,488 square feet of land, more or less, a part of NCB 922, situated entirely within the Corporate Limits of the City of San Antonio, Bexar County, Texas. Reference here is made to a conveyance of said lot from Maria Del Refugio Rodrigues de Coulson, et. al., to Lucia Rodrigues de Leon as recorded in Volume 2023, Page 31 of the Deed Records of Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 3/4" rebar stake set for the southwest corner of this described lot and the northeast corner of the right-of-way intersection of Guadalupe Street and Laredo Street. Said stake bears N 78° 07' 25" E, 4.49 feet from a found lead plug and tack 3.00 feet offset monument at the northeast corner of the intersection of Guadalupe and Laredo Streets and S 36° 08' 52" W, 464.90 feet from a found "X" in a concrete walk at the southeast corner of the right-of-way intersection of Laredo and El Paso Streets.

Thence: N 36° 08' 52" E, 50.00 feet with the east right-of-way of Laredo Street to a 3/4" rebar stake set for the northwest corner of this described tract.

Thence: S 60° 44' 53" E, 70.24. feet with the common line of Lots A12(2) and A13(1) to a 3/4" rebar stake for the northeast corner of this described tract.

Thence: S 36° 04' 52" W, 49.99 feet to an "X" chiseled in a concrete walk for the southeast corner of this described tract and the north right-of-way of Guadalupe Street.

Thence: N 60° 44' 53" W, 70.30 feet with the north right-of-way of Guadalupe Street to the POINT OF BEGINNING, containing 3,488 square feet of land, more or less, having no visible easements, exceptions or encroachments except as noted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns FOREVER; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof through or under it, but not otherwise.

VOL 5437 PAGE 1261

EXECUTED this 7th day of July, A.D., 1992.

ATTEST:

JAMES W. THOMPSON
ASSISTANT SECRETARY

SAN ANTONIO RIVER AUTHORITY

F. BLAIR WARREN
ASSISTANT GENERAL MANAGER

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared F. BLAIR WARREN, Assistant General Manager of the San Antonio River Authority, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said political subdivision, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of July 1992.

DALIA H. MARTINEZ
Notary Public, State of Texas
My Commission Expires 11-30-94

Notary Public in the State of Texas

My Commission Expires: 11-30-94

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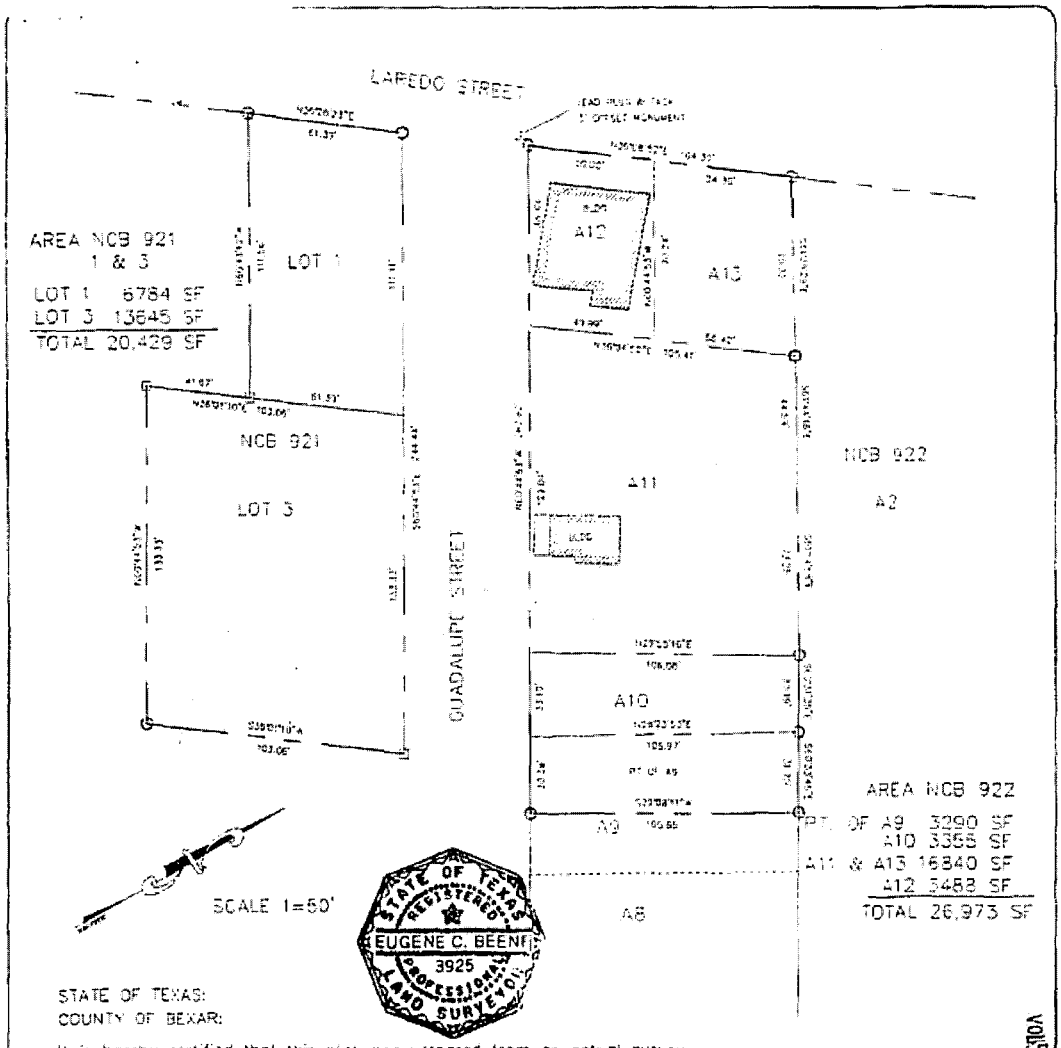
0619E



STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct.

EUGENE C. BEENE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO.3925

SET REBAR STAKE

FOUND REBAR STAKE

VOL 5437 PAGE 1263

SAN ANTONIO RIVER AUTHORITY

100 E. GUENTHER STREET
P.O. BOX 830027
SAN ANTONIO, TEXAS 78283-0027

DRAWN BY: EB
CHECKED BY: EB
APPROVED BY: EB
FILE NAME: 07T-PVT
DATE: 6/29/92

SAN PEDRO CREEK TUNNEL
RIGHT OF WAY

NCB 921 AND 922

OWNER SAN ANTONIO RIVER AUTHORITY

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, LAMB CO
1992 SEP 10 AM 9:09

STATE OF TEXAS, COUNTY OF BEXAR
I, Mary Ann Jacquez, County Clerk in and for Bexar County, Texas, do hereby certify that this instrument was FILED in file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official public records of Bexar County, Texas on

SEP 11 1992

County Clerk, Bexar County, Texas

RECORDING MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

VOL 5437 PAGE 1264

Parcel No. P-342
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.469 Ac. Tract
(20,430 sq. ft.)

Being 0.469 acre of land (20,430 sq. ft.) and being the remaining portions of Lots 1 and 3, located within New City Block 921, San Antonio, Bexar County, Texas, recorded in Volume 5437, Page 1257, Official Public Records of Real Property of Bexar County, Texas; said 0.469 acre tract (20,430 sq. ft.) being more particularly described as follows:

Beginning at a PK Nail found at a building corner located on the southwest right-of-way line of Guadalupe Street; said Nail being the common northeasterly corner of the said remaining portion of Lot 3 and of a 0.3966 acre tract recorded in Volume 12746, Page 2273, Official Public Records of Real Property of Bexar County Texas; said Nail also being the most easterly corner of the said remaining portion of Lot 3 and of the tract herein described;

1. Thence S 36°02'10" W, 103.06 feet departing the said southwest right-of-way line and continuing along the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") being the most easterly corner of a 0.263 acre tract recorded in Volume 16619, Page 960, Official Public Records of Real Property of Bexar County Texas; said iron pin being the most southerly corner of the said remaining portion of Lot 3 and of the tract herein described;

Thence The following calls along the common line between the said remaining portions of Lots 1 and 3 with the said 0.263 acre tract:

2. N 60°43'53" W, 133.33 feet departing the common line between the said remaining portion of Lot 3 and the said 0.3966 acre tract to a set IP W/YC being the most westerly corner of the said remaining portion of Lot 3 and also being an angle point of the tract herein described;

3. N 36°02'10" E, 41.67 feet to a set IP W/YC being a common corner of the said remaining portions of Lots 1 and 3 and the said 0.263 acre tract; said iron pin also being an angle point of the tract herein described;

Parcel No. P-342
Project Name: San Pedro Creek

4. N 60°42'12" W, 111.56 feet to a set IP W/YC located on the southeast right-of-way line of Laredo Street and being the common northwesterly corner of the said remaining portion of Lot 1 and the said 0.263 acre tract; said iron pin also being the most westerly corner of the tract herein described;

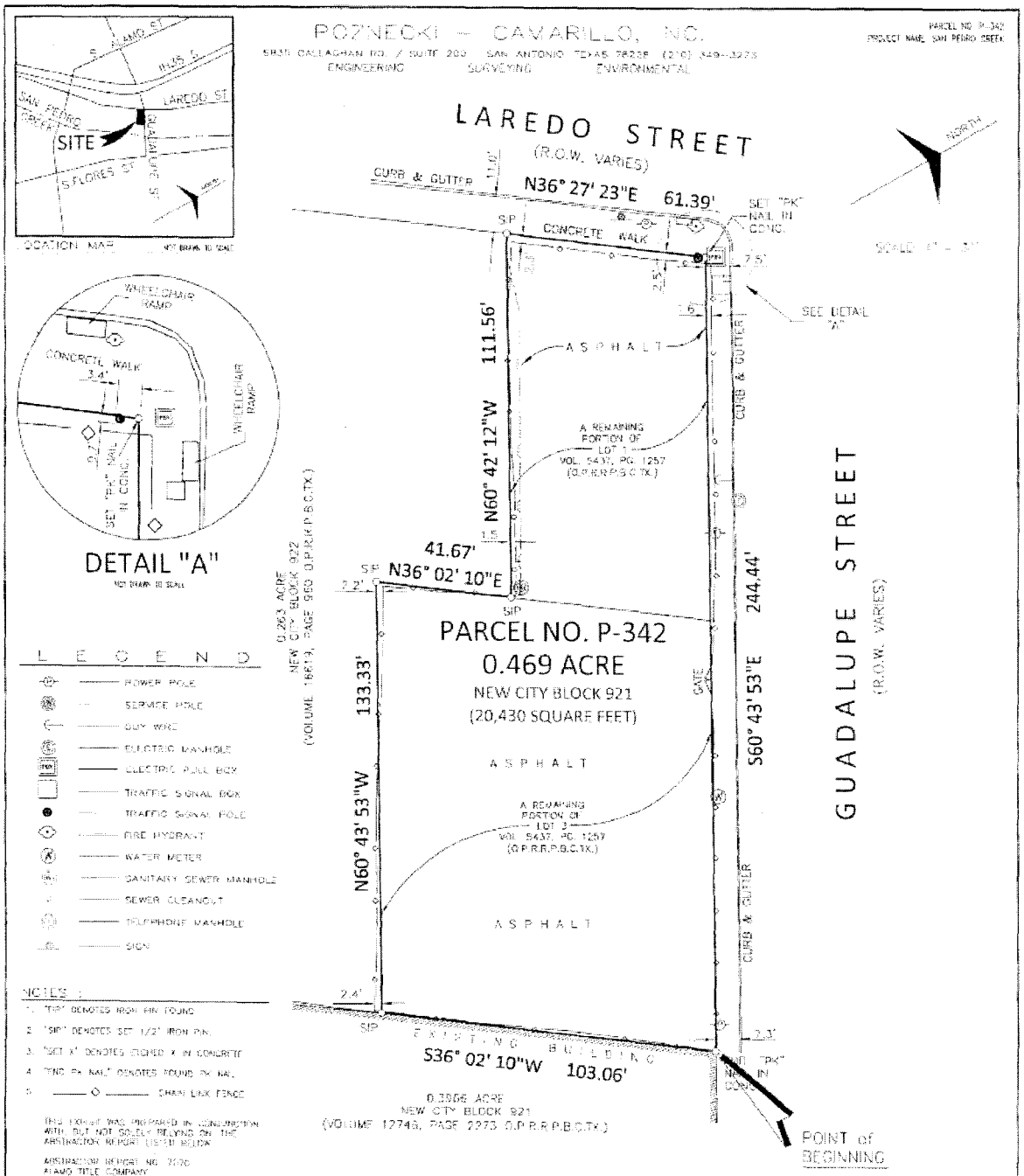
5. Thence N 36°27'23" E, 61.39 feet departing the said common line and continuing along the said southeast right-of-way line to a set "X" in concrete located at the intersection with the southwest right-of-way line of Guadalupe Street; said X being the most northerly corner of the said remaining portion of Lot 1 and of the said remaining portion of Lot 1 and of the tract herein described;

6. Thence S 60°43'53" E, 244.44 feet departing the said southeast right-of-way line and continuing along the said southwest right-of-way line to the **Point of Beginning** and containing 0.469 acre of land (20,430 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 27, 2015


POZNECKI – CAMARILLO, INC.
6535 CALLAGHAN RD. / SUITE 203 SAN ANTONIO TEXAS 78238 (210) 549-3275
ENGINEERING SURVEYING ENVIRONMENTAL
PARCEL NO. P-342
PROJECT NAME: SAN PEDRO CREEK
LAREDO STREET
(R.O.W. VARIES)
CURB & GUTTER
N36° 27' 23"E 61.39'
SET "PK" NAIL IN CONC.
SIP
CONCRETE WALK
SEE DETAIL "A"
ASPHALT
111.56'
N60° 42' 12"W
A REMAINING PORTION OF LOT 1 VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
41.67'
N36° 02' 10"E
0.263 ACRE NEW CITY BLOCK 922 (VOLUME 16619, PAGE 960 O.P.R.R.P.B.C.TX.)
PARCEL NO. P-342
0.469 ACRE
NEW CITY BLOCK 921
(20,430 SQUARE FEET)
133.33'
N60° 43' 53"W
244.44'
S60° 43' 53"E
GATE
A REMAINING PORTION OF LOT 3 VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
GUADALUPE STREET
(R.O.W. VARIES)
EXISTING BUILDING
S36° 02' 10"W 103.06'
0.3506 ACRE
NEW CITY BLOCK 921
(VOLUME 12746, PAGE 2273 O.P.R.R.P.B.C.TX.)
POINT of BEGINNING
NORTH
SCALE: 1" = 30'
LOCATION MAP
NOT DRAWN TO SCALE
SITE
S. ALAMO ST.
HWY 90
LAREDO ST.
SAN PEDRO CREEK
S. FLORES ST.
DETAIL "A"
NOT DRAWN TO SCALE
WHEELCHAIR RAMP
CONCRETE WALK
2.4'
"PK" NAIL IN CONC.
LEGEND
POWER POLE
SERVICE POLE
GUY WIRE
ELECTRIC MANHOLE
ELECTRIC PULL BOX
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
FIRE HYDRANT
WATER METER
SANITARY SEWER MANHOLE
SEWER CLEANOUT
TELEPHONE MANHOLE
SIGN
NOTES:
1. "PIN" DENOTES IRON PIN FOUND
2. "SIP" DENOTES SET 1/2" IRON PIN
3. "SET X" DENOTES STORED X IN CONCRETE
4. "CND PK NAIL" DENOTES FOUND PK NAIL
5. CHAIN LINK FENCE
THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON THE ABSTRACTION REPORT LISTED BELOW
ABSTRACTOR REPORT NO. 7070
ALAMO TITLE COMPANY
EFFECTIVE DATE: MARCH 8, 2015
ONLY THOSE MATTERS IDENTIFIED IN THE ABSTRACTOR'S REPORT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME THAT THIS EXHIBIT WAS PREPARED ARE SHOWN HEREIN
DIRECTIONAL CONTROL BASIS:
ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS)
PLAT SHOWING:
BEING 0.469 ACRE OF LAND (20,430 SQ. FT.) AND BEING THE REMAINING PORTION OF LOTS 1 AND 3, LOCATED WITHIN NEW CITY BLOCK 921, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5437, PAGE 1257, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
REFERENCES:
VOL. 5437, PG. 1257 (O.P.R.R.P.B.C.TX.)
VOL. 12746, PG. 2273 (O.P.R.R.P.B.C.TX.)
VOL. 16619, PG. 960 (O.P.R.R.P.B.C.TX.)
JOB NO.: 12811
DWG BY: GRD
STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION
THIS 27th DAY OF APRIL 2015 A.D.
ADALBERTO CAMARILLO, R.P.L.S. NO. 3929
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Joint Use Agreement
(San Pedro Creek Improvements Project)

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1. Pertinent Information.

Authorizing Ordinance:

S.P. No.: P128A and 128B

City: City of San Antonio, a Texas Municipal Corporation

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 3966 (Attention: Director, Transportation and Capital Improvements Department)

Joint User: San Antonio River Authority, a political subdivision of the State of Texas

Joint User's Address: 100 E. Guenther Street, San Antonio, Texas 78204

Term: Indefinite duration subject to rights of termination set out in this agreement.

Premises: A portion of drainage right of way, 0.013 acres (561 square feet), along the southeast boundary of Lot 2, New City Block 14483, Tex R-78, Rosa Verde Project, Unit I-B, San Antonio, Bexar County, Texas and being more particularly described by metes and bounds on **Exhibit A**, which is incorporated herein by reference for all purposes as if fully set forth.

Scope of Permission: Construction, reconstruction, realignment, inspection, patrol, repair, addition, removal, replacement, maintenance, and operation of the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "Project"), but only as it bears upon the rights City holds in the Premises.

Fee:

2. Permission.

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with City's rights in the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but only a revocable license defined by the terms of this instrument. The permission granted by this instrument is subordinate to all existing uses of the area of which the Premises are a part, and Joint User must not interfere with any such uses. A condition of the granting of this permission is the agreement of Joint User to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Joint User related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Joint User.

2.02. In determining placement of the Project, Joint User must coordinate with City and place the Project only in a mutually agreeable location.

2.03. City does not guarantee title to or exclusive rights in the Premises. Joint User deals with City regarding the Premises at Joint User's risk regarding title matters. **The Permission granted by this instrument bears only upon such rights as City may have in the Premises. Persons other than City may have rights in some or all of the Premises. City does not give permission to trespass on or otherwise affect or impair other's rights.**

2.04. **Joint User must ascertain all rights affected by the Scope of Use and obtain consent from all holders of such rights (Owners). As a condition to the Permission, Joint User must obtain the written consent of all Owners. Joint User must deliver copies of the consents to City, together with a title report prepared by a title company adequate for City to ascertain that the consent of all required persons has been obtained.**

2.05. Except for drainage-related items, City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of

Permission. City makes no representation what other property interest holders may do, and Joint User is free to seek such assurances as it may desire from other property interest holders.

2.06. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

3. Restrictions on Use/Recording.

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises and is revocable by City. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

4. Construction, Maintenance, and Operations.

4.01. **Costs**. Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed in the Premises (hereafter "Joint User's Responsibilities").

4.02. **No Liability**. City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity.

4.03. **Relocation.** If City's needs require relocation, maintenance, or adjustment in the Premises or improvements by Joint User thereto, the relocation, maintenance, or adjustments will be at Joint User's sole cost and expense. Relocation must be reflected by a revised metes and bounds defining the Premises prepared at the expense of Joint User.

4.04. **Installation and Maintenance.** Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.05. **No Power to Bind**. Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.06. **Contractors and Subcontractors**. Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, City may treat it as an event of default and terminate this Permission by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

5. Indemnity.

As governmental entities, City and Joint User cannot indemnify another entity.

6. Insurance.

Joint User is self-insured.

7. Termination.

7.01. City may terminate this Permission at any time before expiration by giving Joint User 180 days written notice, but only if City Council passes a resolution finding that Joint User's use of the Premises has, or in the future may reasonably be expected to, interfere with the City's use of the Premises. If City's rights in the Premises terminate through conveyance or otherwise, Joint User's rights likewise terminate.

7.02. It is an event of default entitling City to terminate on 30 days notice if Joint User trespasses on the interests of other holders of property interests in the Premises.

7.03. Joint User may terminate this License at any time by abandoning its use of the Premises and delivering notice to City.

7.04. Upon expiration or termination, all rights and privileges immediately cease, and Joint User must immediately cease use of the Premises. City, at its option, may direct Joint User to either (a) abandon the encroaching improvements and appurtenances, including pipes and equipment; or (b) remove all or any part of the improvements and appurtenances and restore the Premises, at Joint User's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination of the Permission, whether by expiration or otherwise, become the property of City. City, may without liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User. Joint User is liable for City's costs incurred in connection with Joint User's property.

8. Assignment.

This Permission cannot be assigned by Joint.

9. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds.

10. Taxes.

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

11. Dispute Resolution.

11.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

11.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

11.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

11.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

11.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

11.06. Mediator fees must be borne equally.

11.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

12. Miscellaneous Provisions.

12.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

12.02. **Nondiscrimination**. Joint User must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

12.03. **Release From Liability/Notice of Sale.** If City transfers ownership of the Premises, City will have no liability or obligation relating to the period after transfer. City's transferee will succeed to all City's rights hereunder.

12.04. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Transportation and Capital

Improvements Department, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires that the City Council consent by the passage of a City ordinance.

12.05. **Yielding Up.** Joint User must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures).

12.06. **Authority To Execute.** The party or parties executing this Permission on behalf of Joint User personally warrant that each of them has full authority to do so.

12.07. **Severability**. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

12.08. **Successors**. This Permission inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

12.09. **Integration**. **This Written Permission Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties**.

12.10. **Modification**. This Permission may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

12.11. **Third Party Beneficiaries**. This Permission is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

12.12. **Notices**. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

12.13. **Pronouns**. In construing this Permission, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Permission, not to any particular provision of it.

12.14. **Captions**. Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

12.15. **Counterparts**. This Permission may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

12.16. **Further Assurances**. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission

12.17. **Ambiguities Not to Be Construed Against Drafter**. Ambiguities in this Permission must be resolved without construing against the drafter.

13. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

City:	**Joint User**:
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**, a political subdivision of the State of Texas
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

Exhibit A
Joint Use Agreement

Parcel No. P-128A
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.013 Ac. Tract
(561 sq. ft.)

Being 0.013 acre of land (561 sq. ft.), being all of that called 0.013 acre tract located within New City Block 14483, San Antonio, Bexar County, Texas, recorded in Volume 1837, Page 464, Official Public Records of Real Property of Bexar County, Texas; said 0.013 acre tract (561 sq. ft.) being more particularly described as follows:

Beginning at a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") located at the intersection of the east right-of-way line of Santa Rosa St. and the southwest right-of-way line of San Pedro Creek; said iron pin being the most northerly corner of the said 0.013 acre tract and of the tract herein described;

Thence the following calls along the common line between the said southwest right-of-way line of the San Pedro Creek and the tract herein described:

1. S 40°12'15" E, 70.00 feet departing the said east right-of-way line to a found iron pin for an angle point;

2. S 25°09'51" E, 62.71 feet to a set IP W/YC being the common southeasterly corner of the tract herein described and of a remaining portion of Lot 2, New City Block 14483, Tex R-78, Rosa Verde Project, Unit I-B, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224, Deed and Plat Records of Bexar County, Texas; said iron pin being the most southerly corner of the said 0.013 acre tract and of the tract herein described and also being at the beginning of a non-tangent curve to the left;

3. Thence 129.52 feet along the said non-tangent curve to the left having a central angle of 04°56'50", a radius of 1500.00 feet, and whose chord bearing and distance is N 33°51'25" W, 129.48 feet to a set IP W/YC located on the said east right-of-way line of Santa Rosa St. for the end of this curve; said iron pin being the common northwesterly corner of the said 0.013 acre tract and of the remaining portion of Lot 2 for a corner of the tract herein described:

Parcel No. P-128A
Project Name: San Pedro Creek

4. N 05°59'21" E, 2.71 feet to the **Point of Beginning** and containing 0.013 acre of land (561 sq. ft.), more or less.

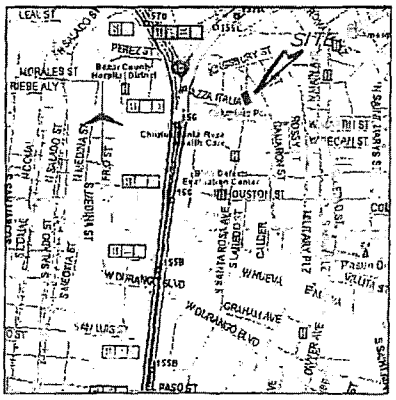
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

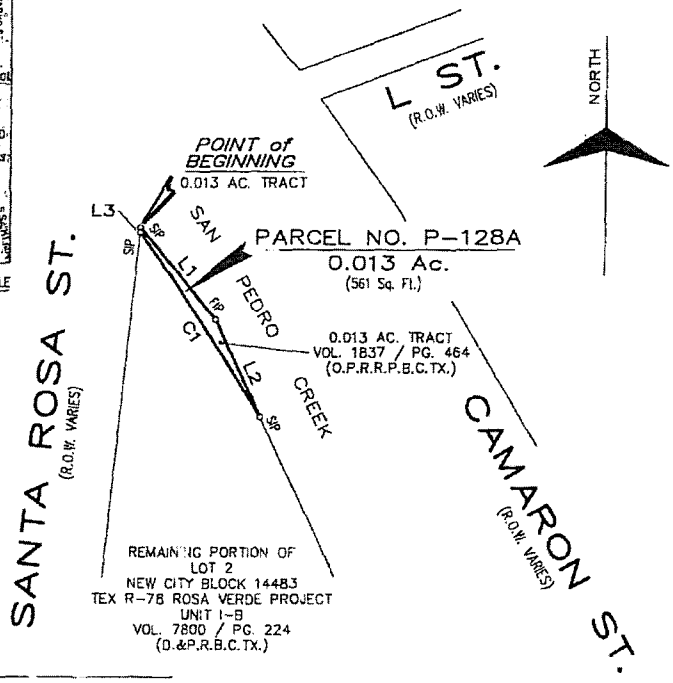
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-128A
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	04°56'50"	1500.00'	129.52'	64.80'	N33°51'25"W 129.48'



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S40°12'15"E	70.00'
L2	S25°09'51"E	62.71'
L3	N05°59'21"E	2.71'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PC".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE..
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.013 ACRE OF LAND (561 SQ. FT.), BEING ALL OF THAT CALLED 0.013 AC. TRACT OUT OF NEW CITY BLOCK 14483, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 1837, PAGE 464, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 7800, PG. 224 (D.&P.R.B.C.TX.)
VOL. 1837, PG. 464 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_S\dwg\12013 Parcels 1.dwg 3/24/2015 8:44:42 AM CDT

Metes and Bounds Description
for a
0.127 Ac. Tract
(5,552 sq. ft.)

Being 0.127 acre of land (5,552 sq. ft.) and being all of that called 0.128 acre tract located within New City Block 14483, San Antonio, Bexar County, Texas, recorded in Volume 1837, Page 464, Official Public Records of Real Property of Bexar County, Texas; said 0.127 acre tract (5,552 sq. ft.) being more particularly described as follows:

Beginning at set "PK" nail located at the intersection of the north right-of-way line of Martin St. and the southwest right-of-way line of San Pedro Creek; said PK nail being the southeast corner of the said 0.128 acre tract and of the tract herein described;

1. Thence N 84°12'25" W, 24.87 feet departing the said southwest right-of-way line and continuing along the said north right-of-way line to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") at the common southerly corner of the said 0.128 acre tract and of the remaining portion of Lot 2, New City Block 14483, Tex R-78, Rosa Verde Project, Unit I-B, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224, Deed and Plat Records of Bexar County, Texas; said iron pin being the southeast corner of the said remaining portion of Lot 2, being the southwest corner of the tract herein described, and being at the beginning of a non-tangent curve to the left;

2. Thence 253.47 feet along the said non-tangent curve to the left having a central angle of 09°40'55", a radius of 1500.00 feet, and whose chord bearing and distance is N 22°34'37" W, 253.17 feet to a found iron pin located on the southeast right-of-way line of San Pedro Creek for the end of this curve; said iron pin being the common northerly corner of the said 0.128 acre tract and of the remaining portion of Lot 2, and also being the northwest corner of the said 0.128 acre tract and of the tract herein described;

3. Thence N 60°43'06" E, 5.54 feet along the said southeast right-of-way line to a set IP W/YC located on the southwest right-of-way line of San Pedro Creek for an angle point; said iron pin being the northeast corner of the said 0.128 acre tract and of the tract herein described;

Parcel No. P-128B
Project Name: San Pedro Creek

Thence along the common line between the said southwest right-of-way line of the San Pedro Creek and this tract the following calls:

4. S 33°49'35" E, 165.00 feet to an IP W/YC set for an angle point;

5. S 13°55'01" E, 105.00 feet to the **Point of Beginning** and containing 0.127 acre of land (5,552 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

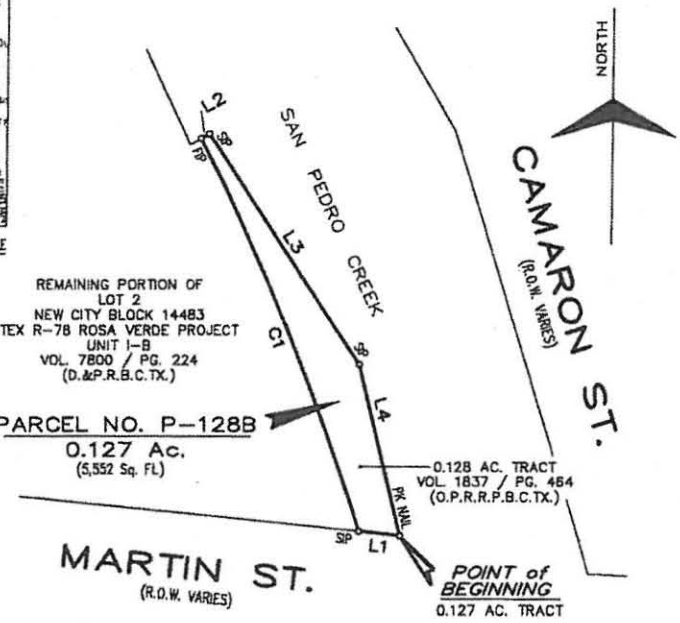
POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-128B
PROJECT NAME: SAN PEDRO CREEK

LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	09°40'55"	1500.00'	253.47'	127.04'	N22°34'37"W 253.17'



LINE DATA TABLE		
NO.	BEARING	LENGTH
L2	N60°43'06"E	5.54'
L3	S33°49'35"E	165.00'
L4	S13°55'01"E	105.00'
L1	N84°12'25"W	24.87'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE..
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.127 ACRE OF LAND (5,552 SQ. FT.) AND BEING ALL OF THAT CALLED 0.128 AC. TRACT OUT OF NEW CITY BLOCK 14483, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 1837, PAGE 464, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 7800, PG. 224 (D.&P.R.B.C.TX.)
VOL. 1837, PG. 464 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISED: APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_S\dwg\12013 Parcels 1.dwg 4/21/2015 2:20:12 PM CDT

Joint Use Agreement
(San Pedro Creek Improvements Project)

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1. Pertinent Information.

Authorizing Ordinance:

S.P. No.: P131

City: City of San Antonio, a Texas Municipal Corporation

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 3966 (Attention: Director, Transportation and Capital Improvements Department)

Joint User: San Antonio River Authority, a political subdivision of the State of Texas

Joint User's Address: 100 E. Guenther Street, San Antonio, Texas 78204

Term: Indefinite duration subject to rights of termination set out in this agreement.

Premises: A portion of drainage right of way, 0.373 acres (16,234 square feet), along the southerly corner of Lot 4, New City Block 14485, Tex R-78, Rosa Verde Project, Unit I-B, San Antonio, Bexar County, Texas and being more particularly described by metes and bounds on **Exhibit A**, which is incorporated herein by reference for all purposes as if fully set forth.

Scope of Permission: Construction, reconstruction, realignment, inspection, patrol, repair, addition, removal, replacement, maintenance, and operation the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "Project"), but only as it bears upon the rights City holds in the Premises.

Fee:

2. Permission.

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with City's rights in the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but only a revocable license defined by the terms of this instrument. The permission granted by this instrument is subordinate to all existing uses of the area of which the Premises are a part, and Joint User must not interfere with any such uses. A condition of the granting of this permission is the agreement of Joint User to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Joint User related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Joint User.

2.02. In determining placement of the Project, Joint User must coordinate with City and place the Project only in a mutually agreeable location.

2.03. City does not guarantee title to or exclusive rights in the Premises. Joint User deals with City regarding the Premises at Joint User's risk regarding title matters. **The Permission granted by this instrument bears only upon such rights as City may have in the Premises. Persons other than City may have rights in some or all of the Premises. City does not give permission to trespass on or otherwise affect or impair other's rights.**

2.04. **Joint User must ascertain all rights affected by the Scope of Use and obtain consent from all holders of such rights (Owners). As a condition to the Permission, Joint User must obtain the written consent of all Owners. Joint User must deliver copies of the consents to City, together with a title report prepared by a title company adequate for City to ascertain that the consent of all required persons has been obtained.**

2.05. Except for drainage-related items, City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of

Permission. City makes no representation what other property interest holders may do, and Joint User is free to seek such assurances as it may desire from other property interest holders.

2.06. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

3. Restrictions on Use/Recording.

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises and is revocable by City. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

4. Construction, Maintenance, and Operations.

4.01. **Costs**. Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed in the Premises (hereafter "Joint User's Responsibilities").

4.02. **No Liability**. City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity.

4.03. **Relocation.** If City's needs require relocation, maintenance, or adjustment in the Premises or improvements by Joint User thereto, the relocation, maintenance, or adjustments will be at Joint User's sole cost and expense. Relocation must be reflected by a revised metes and bounds defining the Premises prepared at the expense of Joint User.

4.04. **Installation and Maintenance.** Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.05. **No Power to Bind**. Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.06. **Contractors and Subcontractors**. Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, City may treat it as an event of default and terminate this Permission by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

5. Indemnity.

As governmental entities, City and Joint User cannot indemnify another entity.

6. Insurance.

Joint User is self-insured.

7. Termination.

7.01. City may terminate this Permission at any time before expiration by giving Joint User 180 days written notice, but only if City Council passes a resolution finding that Joint User's use of the Premises has, or in the future may reasonably be expected to, interfere with the City's use of the Premises. If City's rights in the Premises terminate through conveyance or otherwise, Joint User's rights likewise terminate.

7.02. It is an event of default entitling City to terminate on 30 days notice if Joint User trespasses on the interests of other holders of property interests in the Premises.

7.03. Joint User may terminate this License at any time by abandoning its use of the Premises and delivering notice to City.

7.04. Upon expiration or termination, all rights and privileges immediately cease, and Joint User must immediately cease use of the Premises. City, at its option, may direct Joint User to either (a) abandon the encroaching improvements and appurtenances, including pipes and equipment; or (b) remove all or any part of the improvements and appurtenances and restore the Premises, at Joint User's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination of the Permission, whether by expiration or otherwise, become the property of City. City, may without liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User. Joint User is liable for City's costs incurred in connection with Joint User's property.

8. Assignment.

This Permission cannot be assigned by Joint.

9. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds.

10. Taxes.

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

11. Dispute Resolution.

11.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

11.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

11.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

11.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

11.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

11.06. Mediator fees must be borne equally.

11.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

12. Miscellaneous Provisions.

12.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

12.02. **Nondiscrimination**. Joint User must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

12.03. **Release From Liability/Notice of Sale.** If City transfers ownership of the Premises, City will have no liability or obligation relating to the period after transfer. City's transferee will succeed to all City's rights hereunder.

12.04. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Transportation and Capital

Improvements Department, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires that the City Council consent by the passage of a City ordinance.

12.05. **Yielding Up.** Joint User must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures).

12.06. **Authority To Execute.** The party or parties executing this Permission on behalf of Joint User personally warrant that each of them has full authority to do so.

12.07. **Severability**. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

12.08. **Successors**. This Permission inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

12.09. **Integration**. **This Written Permission Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties**.

12.10. **Modification**. This Permission may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

12.11. **Third Party Beneficiaries**. This Permission is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

12.12. **Notices**. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

12.13. **Pronouns**. In construing this Permission, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Permission, not to any particular provision of it.

12.14. **Captions**. Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

12.15. **Counterparts**. This Permission may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

12.16. **Further Assurances**. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission

12.17. **Ambiguities Not to Be Construed Against Drafter**. Ambiguities in this Permission must be resolved without construing against the drafter.

13. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.
In Witness Whereof, the parties have caused their representatives to set their hands.

City:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Joint User:

San Antonio River Authority, a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

Exhibit A
Joint Use Agreement

Parcel No. P-131
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.373 Ac. Tract
(16,234 sq. ft.)

Being 0.373 acre of land (16,234 sq. ft.) and being all that drainage right-of-way dedicated to the City of San Antonio located within New City Block 14485, Tex R-78, Rosa Verde Project, Urban Renewal Agency, San Antonio, Texas, Subdivision Unit II, San Antonio, Bexar County, Texas, recorded in Volume 8600, Page 98, Deed and Plat Records of Bexar County, Texas; said 0.373 acre tract (16,234 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the north right-of-way line of Travis St. and the west right-of-way line of San Pedro Creek; said PK Nail being the southeast corner of the said drainage right-of-way and of the tract herein described;

1. Thence N 88°54'33" W, 26.00 feet departing the said west right-of-way line and continuing along the said north right-of-way line to a ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") set at the common southerly corner of the said drainage right-of-way and of Lot 4, New City Block 14485, Tex R-78, Rosa Verde Project, Urban Renewal Agency, San Antonio, Texas, Subdivision Unit II, San Antonio, Bexar County, Texas, recorded in Volume 8600, Page 98, Deed and Plat Records of Bexar County, Texas; said iron pin being the southeast corner of the said Lot 4 and also being the southwest corner of the tract herein described;

Thence along the common line between the said Lot 4 and the said drainage right-of-way the following calls:

2. N 01°46'45" E, 181.00 feet departing the said north right-of-way line of Travis St. to a set PK Nail for an angle point;

3. N 63°50'00" E, 2.64 feet to a set PK Nail for an angle point;

4. N 08°25'10" E, 180.01 feet to a set "X" for an angle point;

5. N 00°02'02" W, 23.04 feet to a set PK Nail for an angle point;

6. N 03°53'57" W, 101.82 feet to a set PK Nail for an angle point;

Parcel No. P-131
Project Name: San Pedro Creek

7. N 06°20'12" W, 11.30 feet to a set PK Nail for an angle point;

8. N 09°16'24" W, 135.82 feet to a set PK Nail located on the south right-of-way line of Martin St. and being the common northerly corner of the said drainage right-of-way and of Lot 4; said PK Nail being the northeast corner of the said Lot 4 and also being the northwest corner of the tract herein described;

9. Thence S 84°21'08" E, 26.51 feet departing the said common line and continuing along the said south right-of-way line to a set "X" located at the intersection with the said west right-of-way line of San Pedro Creek; said "X" being the northeast corner of the said drainage right-of-way and of the tract herein described;

Thence the following calls along the common line between the San Pedro Creek and the said drainage right-of-way:

10. S 12°51'33" E, 104.59 feet to an IP W/YC set at the beginning of a curve to the right;

11. 53.09 feet along the said curve to the right having a central angle of 16°37'20", a radius of 183.00 feet, and whose chord bearing and distance is S 04°32'53" E, 52.90 feet to a found iron pin for the end of this curve;

12. S 03°45'47" W, 135.22 feet to a set IP W/YC for an angle point;

13. S 03°55'45" W, 60.07 feet to a set PK Nail for an angle point;

14. S 05°22'11" W, 159.71 feet to an angle point;

15. S 02°00'42" W, 119.44 feet to the **Point of Beginning** and containing 0.373 acre of land (16,234 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

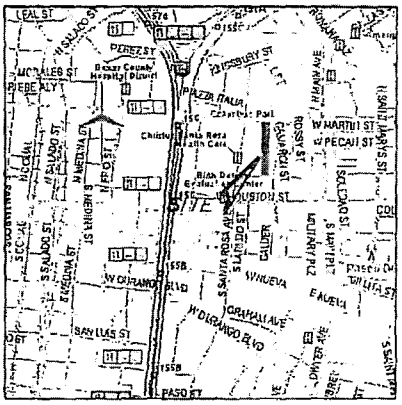
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015

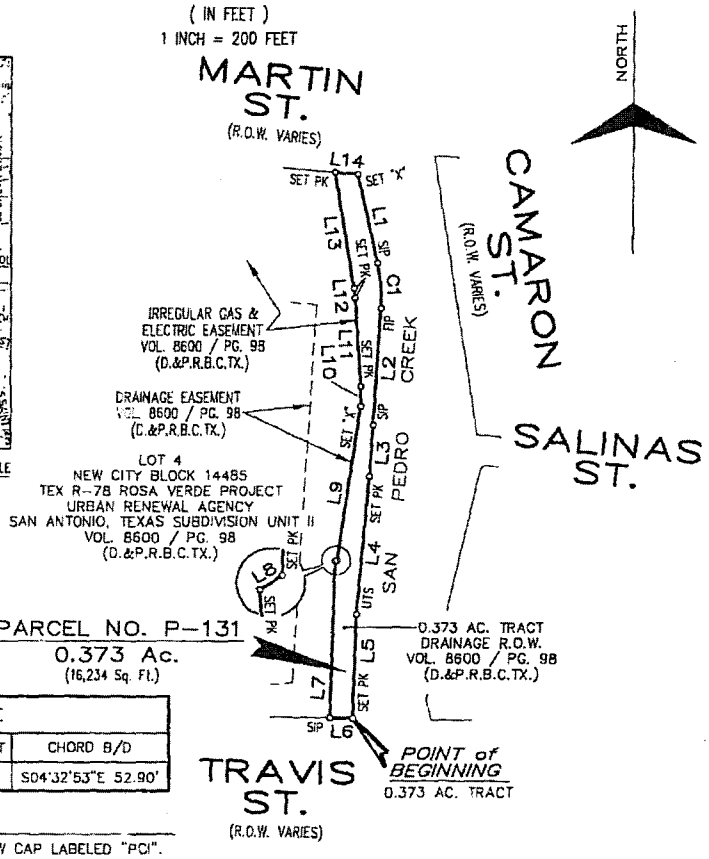
POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

200 0 100 200
(IN FEET)
1 INCH = 200 FEET

PARCEL NO. P-131
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE



CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	16°37'20"	183.00'	53.09'	26.73'	S04°32'53"E 52.90'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" SCRIBED ON SURFACE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "UTS" DENOTES A MONUMENT "UNABLE TO SET".
6. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
7. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
8. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.373 ACRE OF LAND (16,234 SQ. FT.) AND BEING ALL THAT DRAINAGE RIGHT-OF-WAY DEDICATED TO THE CITY OF SAN ANTONIO LOCATED WITHIN NEW CITY BLOCK 14485, TEX R-78, ROSA VERDE PROJECT, URBAN RENEWAL AGENCY, SAN ANTONIO, TEXAS, SUBDIVISION UNIT II, SAN ANTONIO, BEXAR COUNTY, TEXAS RECORDED IN VOLUME 8600, PAGE 98, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 8600, PG. 98 (D.&P.R.B.C.TX.)

LINE DATA TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S12°51'33"E	104.59'	L8	N63°50'00"E	2.64'
L2	S03°45'47"W	135.22'	L9	N08°25'10"E	180.01'
L3	S03°55'45"W	60.07'	L10	N00°02'02"W	23.04'
L4	S05°22'11"W	159.71'	L11	N03°53'57"W	101.82'
L5	S02°00'42"W	119.44'	L12	N06°20'12"W	11.30'
L6	N88°54'33"W	26.00'	L13	N09°16'24"W	135.82'
L7	N01°46'45"E	181.00'	L14	S84°21'08"E	26.51'

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH, 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_S\dwg\12013 Parcels 1.dwg 3/24/2015 8:44:42 AM CDT

Joint Use Agreement
(San Pedro Creek Improvements Project)

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1. Pertinent Information.

Authorizing Ordinance:

S.P. No.: Parcel P-190A

City: City of San Antonio, a Texas municipal corporation

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 3966 (Attention: Director, Transportation and Capital Improvements Department)

Joint User: San Antonio River Authority, a political subdivision of the State of Texas

Joint User's Address: 100 E Guenther Street, San Antonio, Texas 78204

Term: Indefinite duration subject to rights of termination set out in this agreement.

Premises: A portion of drainage right of way, being 0.016 acre of land (703 square feet) out of a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County and as further depicted on **Exhibit A**

Scope of Permission: Construction, reconstruction, realignment, inspection, patrol, repair, addition, removal, replacement, maintenance, and operation of the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "Project"), but only as it bears upon the rights City holds in the Premises.

Fee:

2. Permission.

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with City's rights in the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but only a revocable license defined by the terms of this instrument. The permission granted by this instrument is subordinate to all existing uses of the area of which the Premises are a part, and Joint User must not interfere with any such uses. A condition of the granting of this permission is the agreement of Joint User to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Joint User related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Joint User.

2.02. In determining placement of the Project, Joint User must coordinate with City and place the Project only in a mutually agreeable location.

2.03. City does not guarantee title to or exclusive rights in the Premises. Joint User deals with City regarding the Premises at Joint User's risk regarding title matters. **The Permission granted by this instrument bears only upon such rights as City may have in the Premises. Persons other than City may have rights in some or all of the Premises. City does not give permission to trespass on or otherwise affect or impair other's rights.**

2.04. **Joint User must ascertain all rights affected by the Scope of Use and obtain consent from all holders of such rights (Owners). As a condition to the Permission, Joint User must obtain the written consent of all Owners. Joint User must deliver copies of the consents to City, together with a title report prepared by a title company adequate for City to ascertain that the consent of all required persons has been obtained.**

2.05. Except for drainage-related items, City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of Permission. City makes no representation what other property interest holders may do, and Joint User is free to seek such assurances as it may desire from other property interest holders.

2.06. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

3. Restrictions on Use/Recording.

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises and is revocable by City. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

4. Construction, Maintenance, and Operations.

4.01. **Costs**. Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed in the Premises (hereafter "Joint User's Responsibilities").

4.02. **No Liability**. City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity.

4.03. **Relocation.** If City's needs require relocation, maintenance, or adjustment in the Premises or improvements by Joint User thereto, the relocation, maintenance, or adjustments will be at Joint User's sole cost and expense. Relocation must be reflected by a revised metes and bounds defining the Premises prepared at the expense of Joint User.

4.04. **Installation and Maintenance.** Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.05. **No Power to Bind**. Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.06. **Contractors and Subcontractors**. Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, City may treat it as an event of default and terminate this Permission by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

5. Indemnity.

As governmental entities, City and Joint User cannot indemnify another entity.

6. Insurance.

Joint User is self-insured.

7. Termination.

7.01. City may terminate this Permission at any time before expiration by giving Joint User 180 days written notice, but only if City Council passes a resolution finding that Joint User's use of the Premises has, or in the future may reasonably be expected to, interfere with the City's use of the Premises. If City's rights in the Premises terminate through conveyance or otherwise, Joint User's rights likewise terminate.

7.02. It is an event of default entitling City to terminate on 30 days notice if Joint User trespasses on the interests of other holders of property interests in the Premises.

7.03. Joint User may terminate this License at any time by abandoning its use of the Premises and delivering notice to City.

7.04. Upon expiration or termination, all rights and privileges immediately cease, and Joint User must immediately cease use of the Premises. City, at its option, may direct Joint User to either (a) abandon the encroaching improvements and appurtenances, including pipes and equipment; or (b) remove all or any part of the improvements and appurtenances and restore the Premises, at Joint User's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination of the Permission, whether by expiration or otherwise, become the property of City. City, may without liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User. Joint User is liable for City's costs incurred in connection with Joint User's property.

8. Assignment.

This Permission cannot be assigned by Joint.

9. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds.

10. Taxes.

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

11. Dispute Resolution.

11.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

11.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

11.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

11.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

11.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

11.06. Mediator fees must be borne equally.

11.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

12. Miscellaneous Provisions.

12.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

12.02. **Nondiscrimination**. Joint User must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

12.03. **Release From Liability/Notice of Sale.** If City transfers ownership of the Premises, City will have no liability or obligation relating to the period after transfer. City's transferee will succeed to all City's rights hereunder.

12.04. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Transportation and Capital

Improvements Department, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires that the City Council consent by the passage of a City ordinance.

12.05. **Yielding Up.** Joint User must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures).

12.06. **Authority To Execute.** The party or parties executing this Permission on behalf of Joint User personally warrant that each of them has full authority to do so.

12.07. **Severability**. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

12.08. **Successors**. This Permission inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

12.09. **Integration**. **This Written Permission Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties**.

12.10. **Modification**. This Permission may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

12.11. **Third Party Beneficiaries**. This Permission is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

12.12. **Notices**. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

12.13. **Pronouns**. In construing this Permission, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Permission, not to any particular provision of it.

12.14. **Captions**. Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

12.15. **Counterparts**. This Permission may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

12.16. **Further Assurances**. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission

12.17. **Ambiguities Not to Be Construed Against Drafter**. Ambiguities in this Permission must be resolved without construing against the drafter.

13. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands..

City:	**Joint User**:
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**, a Political Subdivision of the State of Texas
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

Exhibit A

Parcel No. P-190A
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.016 Ac. Tract
(703 sq. ft.)

Being 0.016 acre of land (703 sq. ft.) out of a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records, Bexar County, Texas; said 0.016 acre tract (703 sq. ft.) being more particularly described as follows:

Beginning at a found aluminum cap located on the northwest right-of-way line of San Pedro Creek; said cap being the common corner between the said remaining portion of Lot 4 and of Lot 9, New City Block 13419, San Antonio Police Headquarters Subdivision, San Antonio, Bexar County, Texas recorded in Volume 9673, Page 111, Deed and Plat Records of Bexar County, Texas; said cap also being the northeast corner of the said remaining portion of Lot 4 and of the tract herein described;

1. Thence S 37°23'09" W, 68.90 feet along the said northwest right-of-way line to a set PK nail being the common corner between the said remaining portion of Lot 4 and of a 0.102 acre tract recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said PK nail also being the southeast corner of the said remaining portion of Lot 4 and of the tract herein described;

2. Thence N 63°37'08" W, 9.35 feet departing the said northwest right-of-way line and continuing along the common line between the said remaining portion of Lot 4 and the said 0.102 acre tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") being the common corner of the remaining portion of Lot 4, of the said 0.102 acre tract, and of a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin also being the southwest corner of the said remaining portion of Lot 4 and of the tract herein described;

Thence The following calls along the common line between the said remaining portion of Lot 4 and of the said 0.577 acre tract:

3. N 36°56'03" E, 5.96 feet departing the common line between the said remaining portion of Lot 4 and of the said 0.102 acre tract to an IP W/YC set at the beginning of a curve to the left;

4. 61.53 feet long the said curve to the left having a central angle of 04°18'37", a radius of 817.97 feet, and whose chord bearing and distance are N 34°32'55" E, 61.52 feet to a set IP W/YC located on the common line between the said remaining portion of Lot 4 and of the said Lot 9; said iron pin also being the northwest corner of the said remaining portion of Lot 4 and of the tract herein described;

5. Thence S 67°35'16" E, 12.70 feet departing the common line between the said remaining portion of Lot 4 and of the said 0.577 acre tract and continuing along the common line between the said remaining portion of Lot 4 and of the said Lot 9 to the **Point of Beginning** and containing 0.016 acre of land (703 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

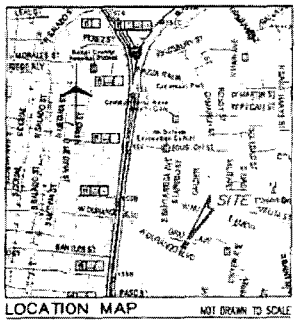
Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

PARCEL NO. P-190A
PROJECT NAME: SAN PEDRO CREEK

50 0 25 50
(IN FEET)
1 INCH = 50 FEET

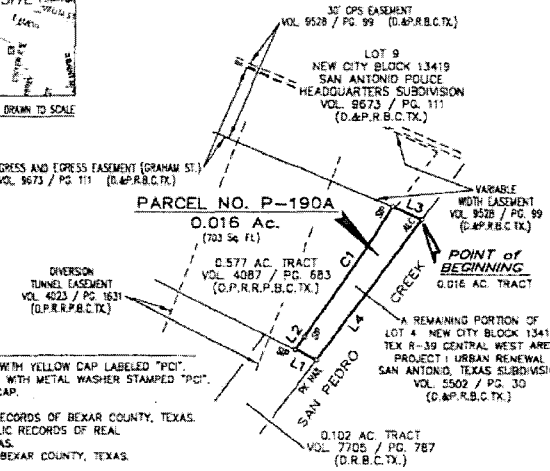
NORTH



LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	04°18'37"	817.97'	61.53'	30.78'	N34°32'55"E 61.52'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N63°37'08"W	9.35'
L2	N36°56'03"E	5.96'
L3	S67°35'16"E	12.70'
L4	S37°23'09"W	68.90'



NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "ALC" DENOTES FOUND ALUMINUM CAP.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.016 ACRE OF LAND (703 SQ. FT.) OUT OF A REMAINING PORTION OF LOT 4, NEW CITY BLOCK 13419, TEX R-39, CENTRAL WEST AREA PROJECT I, URBAN RENEWAL, SAN ANTONIO, TEXAS SUBDIVISION, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 5502, PAGE 30, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 9528, PG. 99 (D.&P.R.B.C.TX.)
VOL. 9673, PG. 111 (D&P.R.B.C.TX.)
VOL. 5502, PG. 30 (D.&P.R.B.C.TX.)
VOL. 7705, PG. 787 (D.R.B.C.TX.)
VOL. 4023, PG. 1631 (O.P.R.R.P.B.C.TX.)
VOL. 4087, PG. 683 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24TH DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929
REVISION: APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Technical\Survey\LDD\12013_3\dwg\12013 Parcels 2 (CDSA Properties).dwg 4/21/2015 2:34:23 PM CDT

Joint Use Agreement
(San Pedro Creek Improvements Project)

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Exhibit A 97

1. Pertinent Information.

Authorizing Ordinance:

S.P. No.: Parcel P-192

City: City of San Antonio, a Texas municipal corporation

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 3966 (Attention: Director, Transportation and Capital Improvements Department)

Joint User: San Antonio River Authority, a political subdivision of the State of Texas

Joint User's Address: 100 E Guenther Street, San Antonio, Texas 78204

Term: Indefinite duration subject to rights of termination set out in this agreement.

Premises: A portion of drainage right of way, being 0.102 acre of land (4,452 square feet) within City Block 13419, San Antonio, Texas, Bexar County, Texas described as "Tract No 1" and "Tract No 2", recorded in Volume 7705, Page 787 Deed and Plat Records of Bexar County and as further depicted on **Exhibit A**

Scope of Permission: Construction, reconstruction, realignment, inspection,

patrol, repair, addition, removal, replacement, maintenance, and operation of the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "Project"), but only as it bears upon the rights City holds in the Premises.

Fee:

2. Permission.

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with City's rights in the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but only a revocable license defined by the terms of this instrument. The permission granted by this instrument is subordinate to all existing uses of the area of which the Premises are a part, and Joint User must not interfere with any such uses. A condition of the granting of this permission is the agreement of Joint User to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Joint User related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Joint User.

2.02. In determining placement of the Project, Joint User must coordinate with City and place the Project only in a mutually agreeable location.

2.03. City does not guarantee title to or exclusive rights in the Premises. Joint User deals with City regarding the Premises at Joint User's risk regarding title matters. **The Permission granted by this instrument bears only upon such rights as City may have in the Premises. Persons other than City may have rights in some or all of the Premises. City does not give permission to trespass on or otherwise affect or impair other's rights.**

2.04. **Joint User must ascertain all rights affected by the Scope of Use and obtain consent from all holders of such rights (Owners). As a condition to the Permission, Joint User must obtain the written consent of all Owners. Joint User must deliver copies of the consents to City, together with a title report prepared by a title company adequate for City to ascertain that the consent of all required persons has been obtained.**

2.05. Except for drainage-related items, City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of Permission. City makes no representation what other property interest holders may do, and Joint User is free to seek such assurances as it may desire from other property interest holders.

2.06. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

3. Restrictions on Use/Recording.

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises and is revocable by City. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

4. Construction, Maintenance, and Operations.

4.01. **Costs**. Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed in the Premises (hereafter "Joint User's Responsibilities").

4.02. **No Liability**. City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity.

4.03. **Relocation.** If City's needs require relocation, maintenance, or adjustment in the Premises or improvements by Joint User thereto, the relocation, maintenance, or adjustments will be at Joint User's sole cost and expense. Relocation must be reflected by a revised metes and bounds defining the Premises prepared at the expense of Joint User.

4.04. **Installation and Maintenance.** Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.05. **No Power to Bind**. Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.06. **Contractors and Subcontractors**. Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, City may treat it as an event of default and terminate this Permission by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

5. Indemnity.

As governmental entities, City and Joint User cannot indemnify another entity.

6. Insurance.

Joint User is self-insured.

7. Termination.

7.01. City may terminate this Permission at any time before expiration by giving Joint User 180 days written notice, but only if City Council passes a resolution finding that Joint User's use of the Premises has, or in the future may reasonably be expected to, interfere with the City's use of the Premises. If City's rights in the Premises terminate through conveyance or otherwise, Joint User's rights likewise terminate.

7.02. It is an event of default entitling City to terminate on 30 days notice if Joint User trespasses on the interests of other holders of property interests in the Premises.

7.03. Joint User may terminate this License at any time by abandoning its use of the Premises and delivering notice to City.

7.04. Upon expiration or termination, all rights and privileges immediately cease, and Joint User must immediately cease use of the Premises. City, at its option, may direct Joint User to either (a) abandon the encroaching improvements and appurtenances, including pipes and equipment; or (b) remove all or any part of the improvements and appurtenances and restore the Premises, at Joint User's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination of the Permission, whether by expiration or otherwise, become the property of City. City, may without liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User. Joint User is liable for City's costs incurred in connection with Joint User's property.

8. Assignment.

This Permission cannot be assigned by Joint.

9. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds.

10. Taxes.

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

11. Dispute Resolution.

11.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

11.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

11.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

11.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

11.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

11.06. Mediator fees must be borne equally.

11.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

12. Miscellaneous Provisions.

12.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

12.02. **Nondiscrimination**. Joint User must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

12.03. **Release From Liability/Notice of Sale.** If City transfers ownership of the Premises, City will have no liability or obligation relating to the period after transfer. City's transferee will succeed to all City's rights hereunder.

12.04. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Transportation and Capital Improvements Department, City of San Antonio, as designee of the City Manager, without

council action, unless the City Charter requires that the City Council consent by the passage of a City ordinance.

12.05. **Yielding Up.** Joint User must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures).

12.06. **Authority To Execute.** The party or parties executing this Permission on behalf of Joint User personally warrant that each of them has full authority to do so.

12.07. **Severability**. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

12.08. **Successors**. This Permission inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

12.09. **Integration**. **This Written Permission Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties**.

12.10. **Modification**. This Permission may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

12.11. **Third Party Beneficiaries**. This Permission is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

12.12. **Notices**. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

12.13. **Pronouns**. In construing this Permission, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Permission, not to any particular provision of it.

12.14. **Captions**. Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

12.15. **Counterparts**. This Permission may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

12.16. **Further Assurances**. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission

12.17. **Ambiguities Not to Be Construed Against Drafter**. Ambiguities in this Permission must be resolved without construing against the drafter.

13. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

City:	**Joint User**:
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**, a Political Subdivision of the State of Texas
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

Exhibit A

Parcel No. P-192
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.102 Ac. Tract
(4,452 sq. ft.)

Being 0.102 acre of land (4,452 sq. ft.) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said 0.102 acre tract (4,452 sq. ft.) being more particularly described as follows:

Beginning at a set "PK" nail located at the intersection of the northeast right-of-way line of Cesar Chavez Blvd. and the northwest right-of-way line of San Pedro Creek; said PK nail being the most southerly corner of the said 0.102 acre tract and of the tract herein described;

1. Thence N 63°37'07" W, 22.05 feet departing the said northwest right-of-way line and continuing along the said northeast right-of-way line to a set PK nail at the common southwesterly corner of the said 0.102 acre tract and of Lot 5, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas; said PK nail being the most westerly corner of the said 0.102 acre tract and of the tract herein described;

2. Thence N 37°12'52" E, 202.71 feet departing the said northeast right-of-way line and continuing along the common line between the said 0.102 acre tract and the said Lot 5 to a found iron pin located on the common line between the said 0.102 acre tract, the said Lot 5, and a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common northeasterly corner of the said 0.102 acre tract and of the said Lot 5 and also being the most northerly corner of the said 0.102 acre tract and of the tract herein described;

3. Thence S 63°37'08" E, 22.67 feet departing the common line between the said 0.102 acre tract and the said Lot 5 and along the common line between the said 0.577 acre tract, a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas and the said 0.102 acre tract to a set PK nail located on the northwest right-of-way line of San Pedro Creek; said PK nail being the most easterly corner of the said 0.102 acre tract and of the tract herein described;

Parcel No. P-192
Project Name: San Pedro Creek

4. Thence S 37°23'09" W, 202.83 feet departing the said common line and continuing along the said northwest right-of-way line to the **Point of Beginning** and containing 0.102 acre of land (4,452 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

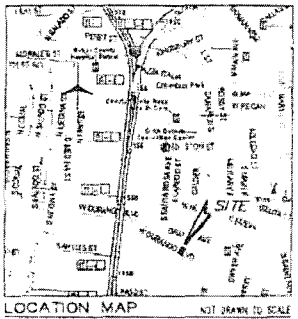
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

PARCEL NO. P-192
PROJECT NAME: SAN PEDRO CREEK

100 0 50 100
(IN FEET)
1 INCH = 100 FEET



LOCATION MAP NOT DRAWN TO SCALE

A REMAINING PORTION OF
LOT 4 NEW CITY BLOCK 13419
TEX R-39 CENTRAL WEST AREA
PROJECT I URBAN RENEWAL
SAN ANTONIO, TEXAS SUBDIVISION
VOL. 5502 / PG. 30
(D.&P.R.B.C.TX.)

0.577 AC. TRACT
VOL. 4087 / PG. 683
(O.P.R.R.P.B.C.TX.)

LOT 5
NEW CITY BLOCK 13419
TEX R-39 CENTRAL WEST AREA
PROJECT I URBAN RENEWAL
SAN ANTONIO, TEXAS SUBDIVISION
VOL. 5502 / PG. 30
(D.&P.R.B.C.TX.)

PARCEL NO. P-192
0.102 Ac.
(4,452 Sq. Ft.)

0.102 AC. TRACT
VOL. 7705 / PG. 787
(D.R.B.C.TX.)

VENTILATION SHAFT
PERMANENT EASEMENT
VOL. 4023 / PG. 1631
(O.P.R.R.P.B.C.TX.)

DIVERSION
TUNNEL EASEMENT
VOL. 4023 / PG. 1631
(O.P.R.R.P.B.C.TX.)

SAN PEDRO CREEK

CESAR CHAVEZ BLVD.
(R.O.W. VARIES)

POINT of BEGINNING
0.102 AC. TRACT

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N37°12'52"E	292.71'
L2	S63°37'08"E	22.67'
L3	S37°23'09"W	292.83'
L4	N63°37'07"W	22.05'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.102 ACRE OF LAND (4,452 SQ. FT.) OUT OF NEW CITY BLOCK 13419, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 7705, PAGE 787, DEED RECORDS OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 5502, PG. 30 (D.&P.R.B.C.TX.)
VOL. 4087, PG. 683 (O.P.R.R.P.B.C.TX.)
VOL. 4023, PG. 1631 (O.P.R.R.P.B.C.TX.)
VOL. 7705, PG. 787 (D.R.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929
REVISION: APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Technical\Survey\LDD\2013_SVdwg\12013 Parcels 2 (CDSA Properties).dwg 4/21/2015 2:34:23 PM CDT

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
§ **Know All By These Presents:**
County of Bexar §

Easement

Authorizing Ordinance:

SP No.:	Parcel P-176
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Address:	P.O. Box 839966, San Antonio, Texas 78283-3966
Grantee	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Address:	100 E Guenther Street, San Antonio, Texas 78204
Purpose of Easement:	Constructing, reconstructing, inspecting, patrolling, maintaining, repairing, operating and replacing the San Pedro Creeks Improvement Projects and associated facilities as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"); removing from the easement area obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the servient estate for the purpose of exercising all other rights hereby granted.
Description of Servient Estate:	Being 0.693 of an acre out of a parcel of land (30,195 sq. ft.) comprised of all of Lot 22 and the remaining portions of Lots 20, 21, and 23, New City Block 111, San Antonio, Bexar County, Texas and depicted on **Exhibit "A"**, which is incorporated herein by reference for all purposes as if fully set forth.

Consideration: The reciprocal benefits and interest Grantor and Grantee receive under this instrument.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the Consideration received, the receipt of which is hereby acknowledged, an easement over, across, under and upon the Servient Estate for so long as the described facilities and improvements related to the San Pedro Creek Improvements Project remain in use. The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its heirs, executors, successors, and assigns, that no building or obstruction of any kind will be placed on the servient estate herein granted to have and to hold the above described easement and rights unto Grantee, its successors and assigns, until its use is abandoned.

At any time that Grantee or those claiming through Grantee cease to use this easement for 12 consecutive months, Grantor has the right to terminate this easement by means of a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement was not used for 12 consecutive months. Grantor's right to terminate lapses after four years from a period of non-use, but each 12 consecutive months of non-use gives Grantor a new right to terminate, so that Grantee's successors need inquire into non-use only within the four years immediately preceding the successor's acquisition.

A condition of the granting of this easement is the agreement of Grantee to add Grantor, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Grantee related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Grantee.

Witness my hand, this _____ day of _____, 2015.

Grantor:	**Accepted:**
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Parcel No. P-176
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.693 Ac. Tract
(30,195 sq. ft.)

Being 0.693 acre of land (30,195 sq. ft.) out of a tract of land comprised of all of Lot 22 and the remaining portions of Lots 20, 21, and 23, New City Block 111, San Antonio, Bexar County, Texas, recorded in Volume 4127, Page 379, Deed Records of Bexar County, Texas; said 0.693 acre tract (30,195 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the south right-of-way line of Dolorosa St. with the east right-of-way line of the San Pedro Creek; said PK Nail being the northwest corner of the said Lot 22 and also of the tract herein described;

1. Thence S 85°39'01" E, 76.54 feet departing the said east right-of-way line and continuing along the said south right-of-way line to a set PK Nail being the northeast corner of the tract herein described;

2. Thence S 01°04'26" W, 406.97 feet departing the said south right-of-way line of Dolorosa St. and crossing the said Lots 22 and 23 to a set ½" iron pin with yellow cap labeled "PCI" (herein after described as "IP W/YC") located on the north right-of-way line of Nueva St.; said iron pin being the southeast corner of the tract herein described;

Thence The following calls along the said north right-of-way line:

3. N 83°09'48" W, 67.60 feet to a set IP W/YC for an angle point;

4. N 89°18'09" W, 2.12 feet to a set PK Nail located at the intersection with the said east right-of-way line of the San Pedro Creek; said PK Nail being the southwest corner of the said Lot 23 and also of the tract herein described;

Parcel No. P-176
Project Name: San Pedro Creek

Thence The following calls along the said east right-of-way line:

5. N 01°10'59" E, 4.19 feet departing the said north right of-way line to a set PK Nail for an angle point;

6. N 04°29'01" W, 28.76 feet to a set PK Nail for an angle point;

7. N 00°37'01" W, 59.60 feet to a set PK Nail for an angle point;

8. N 00°36'59" E, 312.20 feet to the **Point of Beginning** and containing 0.693 acre of land (30,195 sq. ft.), more or less.

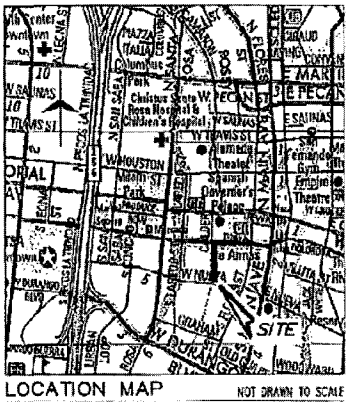
A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 6, 2015
Revised August 14, 2015

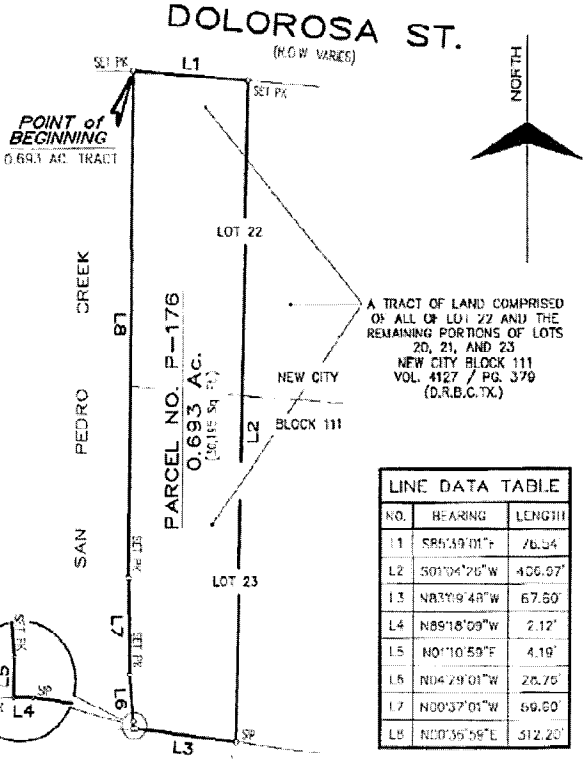
POZNECKI CAMARILLO INC
5635 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.0273

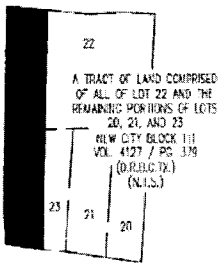
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-176
PROJECT NAME: SAN PEDRO CREEK



LOCATION MAP NOT DRAWN TO SCALE





LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S85°39'01"E	76.54'
L2	S01°04'26"W	406.97'
L3	N83°19'48"W	67.60'
L4	N89°18'09"W	2.12'
L5	N01°10'59"E	4.19'
L6	N04°29'01"W	26.75'
L7	N00°37'01"W	69.80'
L8	N00°35'59"E	312.20'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELLED "POI".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "POI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.693 ACRE OF LAND (30,165 SQ. FT.) OUT OF A TRACT OF LAND COMPRISED OF ALL OF LOT 22 AND THE REMAINING PORTIONS OF LOTS 20, 21, AND 24, NEW CITY BLOCK 111, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4127, PAGE 379, DEED RECORDS OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4127, PG. 379 (D.R.B.C.TX.)

VOL. 2299, PG. 123 (D.R.B.C.TX.)

JOB NO. : 12013

DWN BY : TALAMANTEZ

DWG FILE : (REF. DATESTAMP)

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE TITLE COMMITMENT LISTED BELOW.
TITLE COMMITMENT G.F. NO. 1400752-03, TITLE RESOURCES GUARANTY COMPANY
DATE ISSUED: APRIL 3, 2014
EFFECTIVE DATE: MARCH 24, 2014
ONLY THOSE MATTERS IDENTIFIED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WERE AWARE OF AT THE TIME OF THIS EXHIBIT ARE SHOWN AND /OR LISTED.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

THIS 6th DAY OF APRIL 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISED: AUGUST 14, 2015 SHEET 3 OF 3

H:\Jobs\12\013\Tempprod\Survey\LDD\12013_3\dwg\12013 Parcels 3.dwg 8/13/2015

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code §272.001 (l)

SP No./Parcel: Parcel P-196A

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: San Antonio River Authority, a political subdivision of the State of Texas

Grantee's Mailing Address: 100 E Guenther Street, San Antonio, Texas 78204

Consideration: $10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows:

A portion of drainage right of way, being 0.088 acre of land (3,830 square feet) within City Block 102, San Antonio, Texas, Bexar County, Texas, recorded in Volume 4268, Page 1613 Deed and Plat Records of Bexar County and as more particularly described by metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that

Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Accepted:

San Antonio River Authority, a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Parcel No. P-196A
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.088 Ac. Tract
(3,830 sq. ft.)

Being 0.088 acre of land (3,830 sq. ft.) and being all of that called 3,821 sq. ft. tract located within New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said 0.088 acre tract (3,830 sq. ft.) being more particularly described as follows:

Beginning at a set "PK" nail located at the intersection of the north right-of-way line of Graham St. and the southeast right-of-way line of San Pedro Creek; said PK nail being the most southerly corner of the said 0.088 acre tract and of the tract herein described;

1. Thence N 18°15'58" E, 175.55 feet departing the said north right-of-way line and continuing along the said southeast right-of-way line to a set "PK" nail at the common northwesterly corner of the said 0.088 acre tract and of a 1,872 sq. ft. tract of land recorded in Volume 2843, Page 1591, Official Public Records of Real Property of Bexar County, Texas; said PK nail being the northwest corner of the said 0.088 acre tract and of the tract herein described;

2. Thence S 75°07'36" E, 20.37 feet departing the said southeast right-of-way line and continuing along the common line between the said 0.088 acre tract and the said 1,872 sq. ft. tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") at the common corner of the said two tracts and on the west line of a 1.0506 acre tract recorded in Volume 4985, Page 1689, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common southwesterly corner of the said 0.088 acre tract and of the 1,872 sq. ft. tract, and also being the northeast corner of the said 0.088 acre tract and of the tract herein described;

Thence The following calls along the common line between the said 0.088 acre tract and the said 1.0506 acre tract:

3. S 15°42'05" W, 8.58 feet departing the common line between the said 0.088 acre tract and the said 1,872 sq. ft. tract to an IP W/YC set at the beginning of a non-tangent curve to the right;

Parcel No. P-196A
Project Name: San Pedro Creek

4. 32.21 feet along the said non-tangent curve to the right having a central angle of 02°20'22", a radius of 788.95 feet, and whose chord bearing and distance is S 16°37'16" W, 32.21 feet to a set "PK nail for an angle point;

5. S 68°29'16" E, 0.62 feet to a set "PK" nail for an angle point;

6. S 17°46'40" W, 107.89 feet to an IP W/YC set for an angle point;

7. S 25°47'48" W, 21.09 feet to a set IP W/YC located on the said north right-of-way line of Graham St.; said iron pin being the south common corner of the said 1.0506 acre tract and of the tract herein described;

8. Thence S 88°57'27" W, 21.63 feet departing the said common corner and continuing along the said north right-of-way line to the **Point of Beginning** and containing 0.088 acre of land (3,830 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

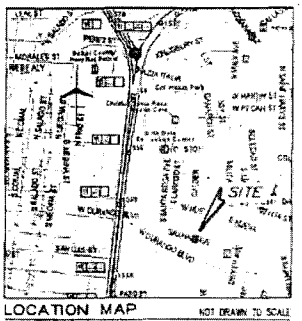
STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
March 24, 2015
Revised April 21, 2015

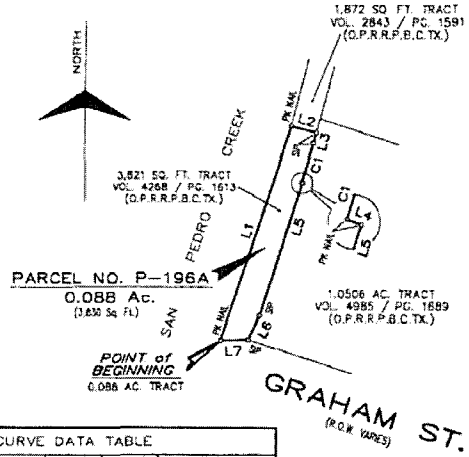
POZNECKI CAMARILLO INC
3835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

PARCEL NO. P-196A
PROJECT NAME: SAN PEDRO CREEK

100 0 50 100
(IN FEET)
1 INCH = 100 FEET



LOCATION MAP NOT DRAWN TO SCALE



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N18°15'58"E	178.55'
L2	S75°07'36"E	20.37'
L3	S15°42'05"W	8.58'
L4	S68°29'18"E	0.62'
L5	S17°46'40"W	107.89'
L6	S25°47'48"W	21.09'
L7	S88°57'27"W	21.63'

CURVE DATA TABLE					
NO	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	02°20'22"	788.95'	32.21'	16.11'	S16°37'16"W 32.21'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.088 ACRE OF LAND (3,830 SQ. FT.) AND BEING ALL OF THAT CALLED 3,821 SQ. FT. TRACT OUT OF NEW CITY BLOCK 102, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4268, PAGE 1613, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 4985, PG. 1689 (O.P.R.R.P.B.C.TX.)
VOL. 2843, PG. 1591 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 24th DAY OF MARCH 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISION: APRIL 21, 2015 SHEET 3 OF 3

H:\Jobs\12\C:3\Techprod\Survey\LSD\12013_S\dwg\12013 Parcels 2 (C03A Properties).dwg 4/21/2015 2:34:23 PM CDT

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	Parcel P-197A
Grantor:	City of San Antonio
Grantor's Mailing Address:	City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A portion of drainage right of way, being 0.017 acre of land (733 square feet) within City Block 102, San Antonio, Texas, Bexar County, Texas, recorded in Volume 4268, Page 1613 Deed and Plat Records of Bexar County and as and as more particularly described by metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that

Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:	**Accepted:**
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Attest:	**Approved As To Form**:
By:_____ City Clerk	By:_____ City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Parcel No. P-197A
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.017 Ac. Tract
(733 sq. ft.)

Being 0.017 acre of land (733 sq. ft.) and being all of that called 733 sq. ft. tract located within New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said 0.017 acre tract (733 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located at the intersection of the southeast right-of-way line of the San Pedro Creek with the southwest right-of-way line of Graham St. and being the most northerly corner of the said called 733 sq. ft. tract and of the tract herein described;

1. Thence S 85°01'36" E, 12.26 feet departing the said southeast right-of-way line and continuing along the said southwest right-of-way line to a set PK Nail located at the common most northeasterly corner of the said called 733 sq. ft. tract and of a remaining portion of tract described in Volume 712, Page 578, Deed Records of Bexar County, Texas; said PK Nail being the most easterly corner of the said called 733 sq. ft. tract and also of the tract herein described; said PK Nail also being at the beginning of a non-tangent curve to the right;

2. Thence Departing the said southwest right-of-way line and continuing along the common line between the said called 733 sq. ft. tract and said remaining portion of tract, 59.34 feet long the said non-tangent curve to the right having a central angle of 04°18'33", a radius of 788.95 feet, and whose chord bearing and distance are S 31°26'45" W, 59.32 feet to set ½" iron pin with yellow cap labeled "PCI" located at the common corner of the said called 733 sq. ft. tract, the said remaining portion of tract, a remaining portion of Lot 1, New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 3545, Page 1858, Official Public Records of Real Property of Bexar County, Texas, and of a 973 sq. ft. tract of land recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the most southerly corner of the said called 733 sq. ft. tract and also of the tract herein described and also being the end of the non-tangent curve;

Parcel No. P-197A
Project Name: San Pedro Creek

3. Thence N 65°21'31" W, 14.07 feet along the common line between the said called 733 sq. ft. tract and the said 973 sq. ft. tract to a set PK Nail located on the southeast right-of-way of the San Pedro Creek; said nail being the most westerly corner of the said called 733 sq. ft. tract and also of the tract herein described;

4. Thence N 34°32'04" E, 55.61 feet departing the said common line and continuing along the said southeast right-of-way line to the **Point of Beginning** and containing 0.017 acre of land (733 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
May 18, 2015

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

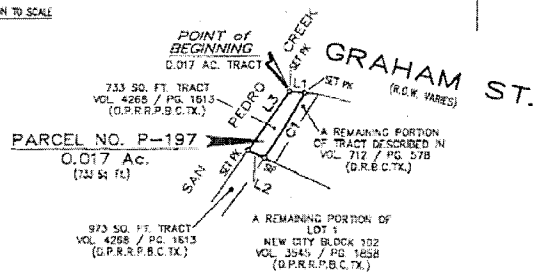
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-197A
PROJECT NAME: SAN PEDRO CREEK

LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	04°18'33"	788.95'	59.34'	29.68'	S31°26'45"W 59.32'

NORTH



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S85°01'36"E	12.26'
L2	N65°21'31"W	14.07'
L3	N34°32'04"E	55.61'

NOTES :

1. "SP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PC".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "SET X" DENOTES "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.017 ACRE OF LAND (733 SQ. FT.) AND BEING ALL OF THAT CALLED 733 SQ. FT. TRACT LOCATED WITHIN NEW CITY BLOCK 102, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4268, PAGE 1613, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 3545, PG. 1858 (O.P.R.R.P.B.C.TX.)
VOL. 712, PG. 578 (D.R.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. ADDITIONAL EASEMENTS/RESTRICTIONS MAY APPLY.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 18th DAY OF MAY 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\0123\Techprod\Survey\LDX\12013_SV.dwg\12013 Parcels 2 CDSA Properties.dwg 5/18/2015 3:38:23 PM CDT

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	Parcel P-198A
Grantor:	City of San Antonio
Grantor's Mailing Address:	City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A portion of drainage right of way, being 0.022 acre of land (973 square feet) within City Block 102, San Antonio, Texas, Bexar County, Texas, recorded in Volume 4268, Page 1613 Deed and Plat Records of Bexar County and as more particularly described by metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that

Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:	**Accepted:**
City of San Antonio, a Texas municipal corporation	**San Antonio River Authority**
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Attest:	**Approved As To Form**:
By:_____ City Clerk	By:_____ City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Parcel No. P-198A
Project Name: San Pedro Creek

Metes and Bounds Description
for a
0.022 Ac. Tract
(973 sq. ft.)

Being 0.022 acre of land (973 sq. ft.) and being all of that called 973 sq. ft. tract located within New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said 0.022 acre tract (973 sq. ft.) being more particularly described as follows:

Beginning at a set PK Nail located on the southeast right-of-way line of the San Pedro Creek and being N 37°46'28" E, 48.84 feet and N 35°01'03" E, 119.80 feet along the said southeast right-of-way line from a found "X" etched in concrete located at the intersection with the northeast right-of-way line of Cesar Chavez Blvd.; said PK Nail being the common most westerly corner of the said called 973 sq. ft. tract and of a remaining portion of tract described in Volume 719, Page 157, Deed Records of Bexar County, Texas; said PK Nail also being the most westerly corner of the said called 973 sq. ft. tract and of the tract herein described;

1. Thence N 34°32'04" E, 72.50 feet along the said southeast right-of-way line to a set PK Nail located at the common most westerly corner of the said called 973 sq. ft. tract and of a 733 sq. ft. tract described in Volume 4268, Page 1613, Official Public Records of Real Property of Bexar County, Texas; said PK Nail being the most northerly corner of the said called 973 sq. ft. tract and also of the tract herein described;

2. Thence S 65°21'31" E, 14.07 feet departing the said southeast right-of-way line and continuing along the common line between the said called 973 sq. ft. tract and the said 733 sq. ft. tract to a set ½" iron pin with yellow cap labeled "PCI" (hereinafter referred to as "IP W/YC") located at the common corner of the said called 973 sq. ft. tract, the said 733 sq. ft. tract, a remaining portion of tract described in Volume 712, Page 578, Deed Records of Bexar County, Texas, and a remaining portion of Lot 1, New City Block 102, San Antonio, Bexar County, Texas, recorded in Volume 3545, Page 1858, Official Public Records of Real Property of Bexar County, Texas; said IP W/YC being the most easterly corner of the said called 973 sq. ft. tract and also of the tract herein described and also being the beginning of a non-tangent curve to the right;

3. Thence Departing the said common line, 42.77 feet along the said non-tangent curve to the right having a central angle of 03°06'21", a radius of 788.95 feet, and whose chord bearing and distance are S 35°09'13" W, 42.76 feet to a set IP W/YC for the end of the non-tangent curve;

4. Thence S 36°42'07" W, 30.13 feet to a set IP W/YC located on the west line of the said remaining portion of Lot 1 and at the common easterly corner of the said called 973 sq. ft. tract and of the said remaining portion of tract described in Volume 719, Page 157; said IP W/YC being the most southerly corner of the said called 973 sq. ft. tract and also of the tract herein described;

5. Thence N 64°58'20" W, 12.43 feet continuing along the common line between the said called 973 sq. ft. tract and the said remaining portion of tract to the **Point of Beginning** and containing 0.022 acre of land (973 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
May 18, 2015

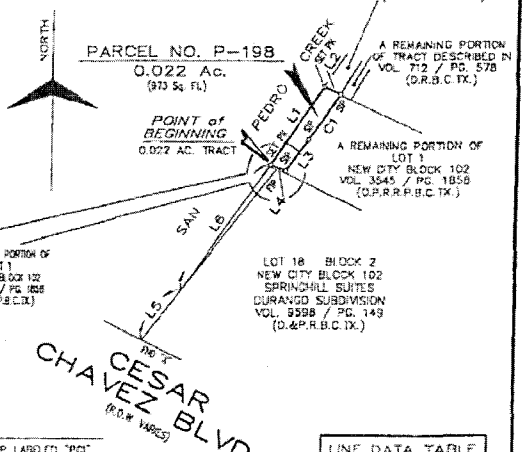
POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3272

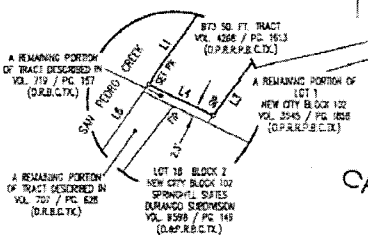
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-198A
PROJECT NAME: SAN PEDRO CREEK

LOCATION MAP NOT DRAWN TO SCALE

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/C
C1	03°06'21"	768.95'	42.77'	21.39'	S35°09'13"W 42.76'





LINE DATA TABLE		
NO	BEARING	LENGTH
L1	N34°32'04"E	72.50'
L2	S65°21'31"E	14.07'
L3	S36°42'07"W	30.13'
L4	N64°58'20"W	12.43'
L5	N37°46'28"E	48.84'
L6	N35°01'03"E	119.80'

NOTES :

1. "S.P." DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "PCI".
2. "PK NAIL" DENOTES A SET PK NAIL WITH METAL WASHER STAMPED "PCI".
3. "FND X" DENOTES FOUND "X" ETCHED IN CONCRETE.
4. "FIP" DENOTES FOUND IRON PIN.
5. "D.&P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.022 ACRE OF LAND (973 SQ. FT.) AND BEING ALL OF THAT CALLED 973 SQ. FT. TRACT LOCATED WITHIN NEW CITY BLOCK 102, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4268, PAGE 1613, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 3545, PG. 1858 (O.P.R.R.P.B.C.TX.)
VOL. 9598, PG. 149 (D.&P.R.B.C.TX.)
VOL. 707, PG. 628 (D.R.B.C.TX.)
VOL. 719, PG. 157 (D.R.B.C.TX.)
VOL. 4268, PG. 1613 (O.P.R.R.P.B.C.TX.)
VOL. 712, PG. 578 (D.R.B.C.TX.)

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. ADDITIONAL EASEMENTS/RESTRICTIONS MAY APPLY.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED ADALBERTO CAMARILLO 3929 PROFESSIONAL LAND SURVEYOR

THIS 18th DAY OF MAY 2015 . A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Tecnipod\Survey\LD\12013_Sv4g\12013 Parcels 2 (CDSA Properties).dwg 5/18/2015 3:38:23 PM CDT

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
§
County of Bexar §

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority:	Local Government Code §272.001 (l)
SP No./Parcel:	P-145A
Grantor:	City of San Antonio, a Texas municipal corporation
Grantor's Mailing Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	San Antonio River Authority, a political subdivision of the State of Texas
Grantee's Mailing Address:	100 E. Guenther Street, San Antonio, Texas 78204
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 0.052 acres (2,246 square feet), along the northerly corner of Lot 2, New City Block 14486, Tex R-78, Rosa Verde Project, Urban Renewal Agency, San Antonio, Texas Subdivision, Unit III-A, San Antonio, Bexar County, Texas and being more particularly described by metes and bounds on **Exhibit A**, which is incorporated herein by reference for all purposes as if fully set forth.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all

and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations: Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including,

but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Accepted:

San Antonio River Authority, , a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

The State of Texas }
}
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

_____

_____

_____

Exhibit A

Parcel No. P-145A
Project Name: San Pedro Creek

Metes and Bounds Description for a 0.052 Ac. Tract
(2,246 sq. ft.)

Being 0.052 acre of land (2,246 sq. ft.) and being all of that called 2,261 sq. ft. tract of land out of New City Block 14486, San Antonio, Bexar County, Texas, recorded in Volume 2838, Page 865, Official Public Records of Real Property of Bexar County, Texas; said 0.052 acre tract (2,246 sq. ft.) being more particularly described as follows:

Beginning at a set "X" located on the south right-of-way line of Travis St. and being the common northerly corner of the said 2,261 sq. ft. tract and of the remaining portion of Lot 2, New City Block 14486, Tex R-78, Rosa Verde Project, Urban Renewal Agency, San Antonio, Texas Subdivision, Unit III-A, San Antonio, Bexar County, Texas, recorded in Volume 6700, Page 102, Deed and Plat Records of Bexar County, Texas; said "X" being the northwest corner of the said 2,261 sq. ft. tract and of the tract herein described;

1. Thence S 88°56'48" E, 11.71 feet along the said south right-of-way line to a set PK Nail at the intersection with the west right-of-way line of the San Pedro Creek; said PK Nail being the northeast corner of the said 2,261 sq. ft. tract and of the tract herein described;

2. Thence S 05°08'35" E, 214.86 feet departing the south right-of-way line of Travis St. and continuing along the said west right-of-way line to a set "X" being the common southerly corner of the said 2,261 sq. ft. tract and of the said remaining portion of Lot 2;

Thence The following calls along the common line between the said 2,261 sq. ft. tract and the said remaining portion of Lot 2:

3. N 11°30'21" W, 81.48 feet departing the said west right-of-way line of the San Pedro Creek to a set ½" iron pin with yellow cap labeled "PCI" (herein after described as "IP W/YC") for an angle point;

Parcel No. P-145A
Project Name: San Pedro Creek

4. S 78°29'39" W, 2.50 feet to a PK Nail set for an angle point; said Nail being at the beginning of a non-tangent curve to the right.

5. 114.15 feet along the said curve to the right having a central angle of 10°53'32", a radius of 600.46 feet, and whose chord bearing and distance is N 06°03'35" W, 113.98 feet to a set "X" for the end of this curve;

6. N 00°36'49" W, 21.52 feet to the **Point of Beginning** and containing 0.052 acre of land (2,246 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

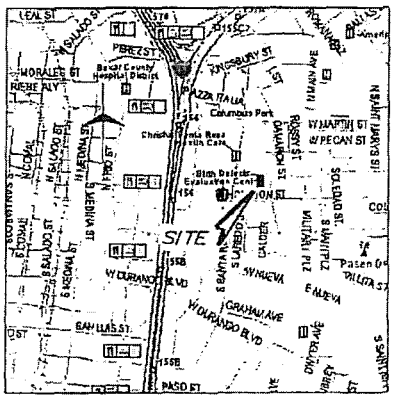
Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
April 6, 2015

POZNECKI CAMARILLO INC
5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.341.3273

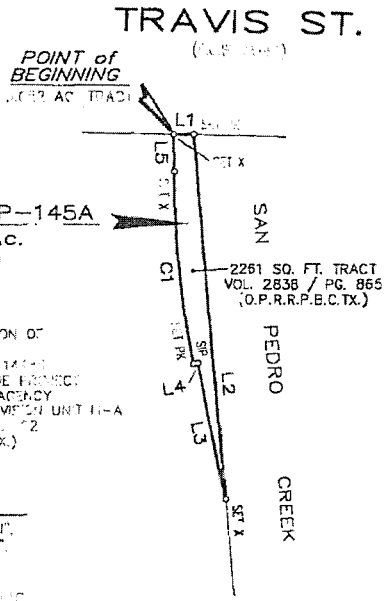
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

PARCEL NO. P-145A
PROJECT NAME: SAN PEDRO CREEK

NORTH



LOCATION MAP NOT DRAWN TO SCALE



PARCEL NO. P-145A
0.052 Ac.
(2,246 SQ. FT.)

REMAINING PORTION OF
LOT 2
NCB 14486
(SEE R-7[illegible] VOL. [illegible] PG. [illegible])
URBAN RENEWAL AGENCY
SAN ANTONIO, TEXAS SUBDIVISION UNIT II-A
VOL. 9700 / PG. 72
(D.R.B.C.TX.)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S88°56'48"E	11.71'
L2	S05°08'35"E	214.86'
L3	N11°30'21"W	81.45'
L4	S78°29'39"W	2.50'
L5	N00°36'49"W	21.32'

NOTES :

1. "SIP" DENOTES SET 1/2" IRON PIN WITH YELLOW CAP LABELED "POC".
2. "SET PK" DENOTES A PK NAIL WITH METAL WASHER STAMPED "POC".
3. "SET X" DENOTES "X" CUT IN CONCRETE.
4. "FI" DENOTES FOUND IRON PIN.
5. "D.R.P.R.B.C.TX." – DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
6. "O.P.R.R.P.B.C.TX." – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
7. "D.R.B.C.TX." – DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

CURVE DATA TABLE					
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD B/D
C1	10°53'32"	600.40'	114.15'	57.25'	N06°03'35"W 113.98'

PLAT SHOWING :

BEING 0.052 ACRE OF LAND (2,246 SQ. FT.) AND BEING ALL OF THAT CALLED 2,261 SQ. FT. TRACT OF LAND OUT OF NEW CITY BLOCK 14486, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 2838, PAGE 865, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :

VOL. 6700, PG. 72 (D.R.B.C.TX.)
VOL. 2838, PG. 865 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

STATE OF TEXAS
REGISTERED
ADALBERTO CAMARILLO
3929
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 6th DAY OF APRIL 2015 , A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 3 OF 3

H:\Jobs\12\013\Techprod\Survey\LDD\12013_S\dwg\12013 Parcels 3.dwg 4/6/2015 8:44:48 AM CDT

Attachment III: Form of Parking Agreement

ACCESS AND PARKING LICENSE

THIS ACCESS AND PARKING LICENSE (the "License") is made and entered into at San Antonio, Texas, as of the _____ day of _____ 2015, by San Antonio River Authority, a political subdivision of the State of Texas, with an address of 100 East Guenther St., San Antonio, Texas 78204, Attn: General Manager (the "Licensor") and City of San Antonio, a Texas municipal corporation, acting by and through its City Manager or her designee, with an address of PO Box 839966, San Antonio, Texas 78283 ("Licensee") pursuant to Ordinance No. _____, dated _____, 20__.

WITNESSETH:

WHEREAS, the Licensor is the owner of certain real property ("Licensor's Property") located in San Antonio, Texas, as depicted in the site plan attached as Exhibit "A" hereto and made a part hereof, on which Licensor is and will be developing and constructing the San Pedro Creek Improvements ("Licensor's Project"); and

WHEREAS, Licensee was the previous owner of Licensor's Property but conveyed it to Licensor in order for Licensor to complete Licensor's Project subject to permission to continue use until April 30, 2016; and

WHEREAS, Licensor desires to allow Licensee to continue use of Licensor's Property as described herein for purposes of parking city and employee vehicles (the "Parking Spaces"); and

WHEREAS, Licensor agrees to grant unto Licensee this License for Access Rights and Parking Rights (as hereafter defined), on the terms and conditions contained herein; and

NOW, THEREFORE, intending to be legally bound hereby by Licensee and Licensor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants, agreements, conditions, restrictions and stipulations herein contained, it is agreed as follows:

1. Grant of Access Rights. Subject to the rights of others, including without limitation, rights under easements already in existence or under easements to be created by Licensor in connection with Licensor's Project, Licensor hereby grants non-exclusive access rights to Licensee for pedestrian and vehicular access, ingress and egress by Licensee, its permitted successors and assigns, tenants, agents, contractors, employees, visitors, patrons, licensees, permittees or invitees over Licensee's Leased Property.

2. Grant of Parking Rights. Subject to the rights of others, including without limitation, rights under easements already in existence or under easements to be created by Licensor in connection with Licensor's Project, Licensor hereby grants to Licensee the right to

use Parking Spaces to be designated by Licensee for vehicle use by Licensee, its permitted successors and assigns, tenants, agents, contractors, employees, visitors, patrons, licensees, permittees or invitees, on Licensor's Property.

3. Condition of Property. Licensee acknowledges and agrees that no warranty or representation with respect to the areas subject to the Access Rights or Parking Rights or the Grass Easement Area has been made by Licensor or any other person or entity as to compliance with applicable laws or the condition thereof. Licensee further acknowledges that until the completion of the Parking Spaces to be located in the Final Parking Area, that various portions of Licensor's Property will be under construction in connection with Licensor's Project and therefore the access ways and parking areas may not be in a fully improved condition. Licensee has examined and knows the current condition and understands the future condition of Licensor's Property and agrees to accept use of same in its "AS-IS, WHERE-IS" condition, and Licensee shall assume all risk of loss, damage to or destruction of personal property and for personal injury to Licensee's tenants, agents, contractors, employees, visitors, patrons, licensees, permittees or invitees. Notwithstanding the foregoing, Licensor shall endeavor to provide a clear and safe means of continuous on-site pedestrian access from the parking areas described in Section 3 to the Licensee's Leased Property. Licensee shall have no right to and shall not construct or install any signs, markings or other improvements on Licensor's Property without the prior written approval of Licensor.

4. Indemnity. As governmental entities, City and Licensee cannot indemnify another entity.

5. Insurance. Licensee is self-insured.

6. Termination. Licensor may terminate this Permission at any time before expiration by giving Joint User 14 days written.

7. Maintenance and Repair. Licensee shall maintain the Parking Spaces within the Final Parking Area during the Final Use Period in good condition and repair. Licensor (or any successor owner or lessee of portions of Licensor's Project) shall maintain the pedestrian and vehicular access ways which are the subject of Licensee's Access Rights in good condition and repair during the Final Use Period. Notwithstanding the foregoing, the cost of any repairs, maintenance, replacement or resurfacing of the Parking Spaces within the Final Parking Area or the access ways which are the subject of Licensee's Access Rights necessitated exclusively by the acts or omissions of either Licensor or Licensee, or their respective successors, assigns, tenants, agents, contractors, employees, visitors, occupants, licensees, permittees or invitees, shall be paid solely by the party necessitating such repairs, maintenance or replacement.

8. Term. The term of this License shall expire at midnight on April 30, 2016, unless terminated earlier by the mutual written consent of the parties or as otherwise provided in this License. The director of the Center City Development and Operations Department may, without further action of City Council, agree on behalf of Seller to extensions

of deadlines or other non-material modifications to the rights and obligations of the parties under this License.

9. Binding Effect. This License shall be binding upon and inure to the benefit of the parties, their respective successors and assigns, and no other third party.

10. Counterparts. This License may be executed in multiple counterparts by Licensor and Licensee, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Licensee to which the signatures of both Licensor and Licensee have been appended shall constitute an original hereof for all purposes, all such copies constituting one and the same original, any one of which shall constitute proof of the terms of this License without the necessity of producing any other original copy.

11. Applicable Law. This License shall be governed by the laws of the State of Texas.

12. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight express courier, postage prepaid and addressed to the parties at their respective addresses set forth above, and the same shall be effective upon receipt if delivered personally or by overnight courier or three (3) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith. If any deadline under this Agreement falls on a Saturday, Sunday or legal holiday (which for purposes of this Agreement shall be not be considered a "business day"), the deadline shall be extended to the next business day.

13. Entire Agreement. This License, including any and all exhibits referred to in this License or delivered under the terms of this License, constitutes the entire agreement between Licensor and the Licensee with respect to this License. No amendment will be binding unless in writing and signed by representative of both parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Witness my hand, this _____ day of _____, 2015.

Licensor:

San Antonio River Authority, a political subdivision of the State of Texas

By:_____

Printed Name:_____

Title:_____

Date:_____

Licensee:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

State of Texas §

County of Bexar §

This instrument was acknowledged before me this date by _____, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

State of Texas §

County of Bexar §

This instrument was acknowledged before me this date by _____, of the San Antonio River Authority, a political subdivision of the State of Texas, in the capacity therein stated and on behalf of that entity.

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

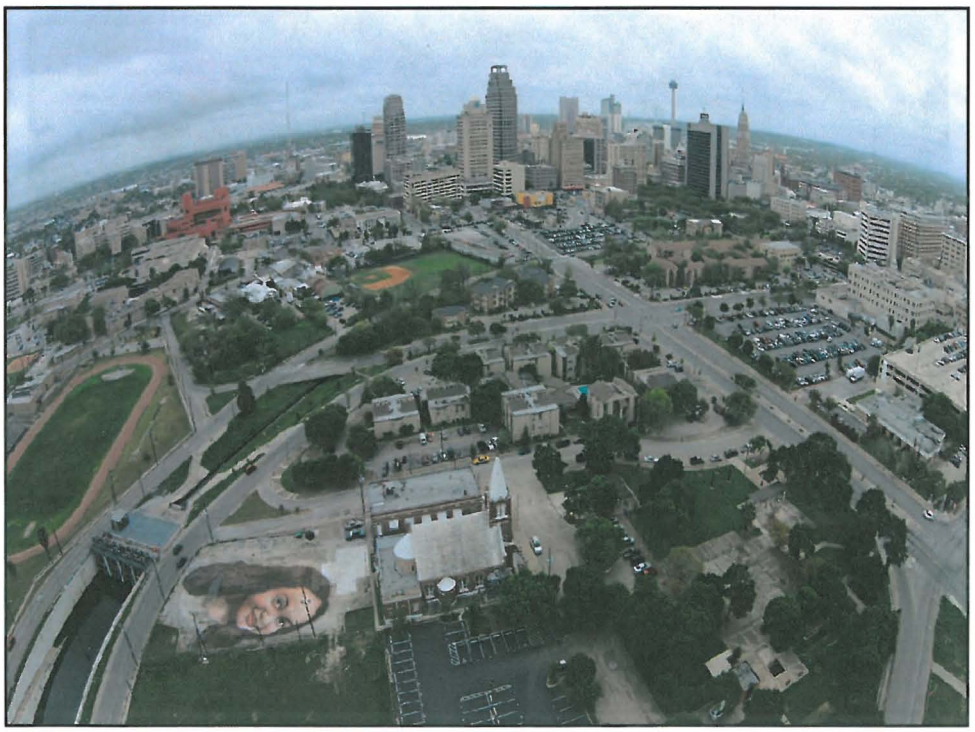
Exhibit "A"

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT

Conveyance of City Owned Property Interests

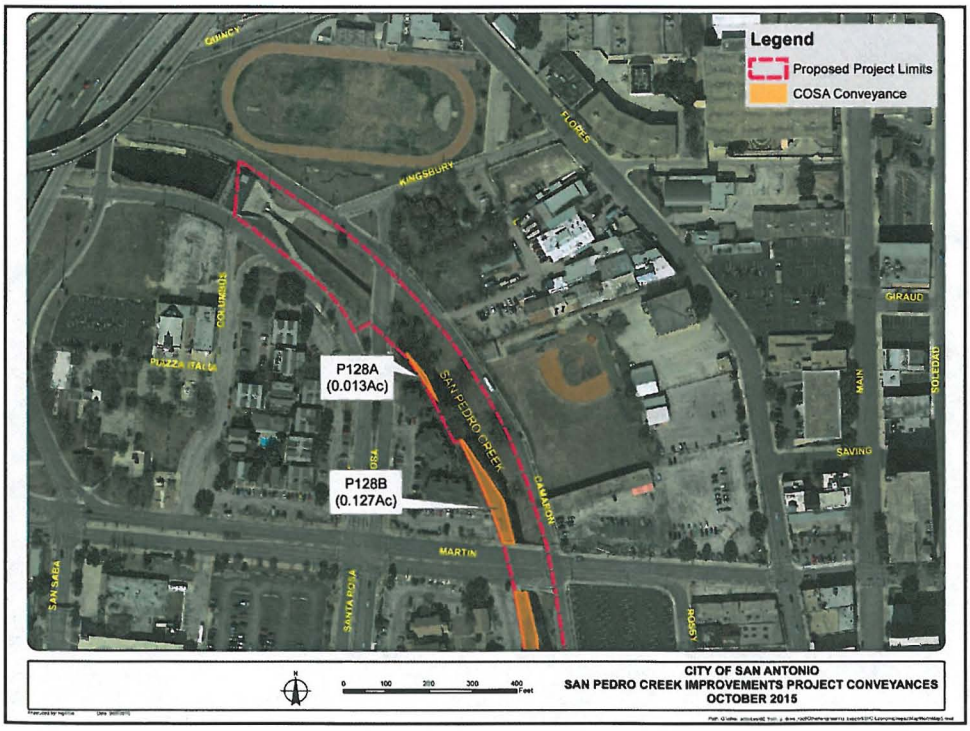
San Pedro Creek Improvements Project
Item #4

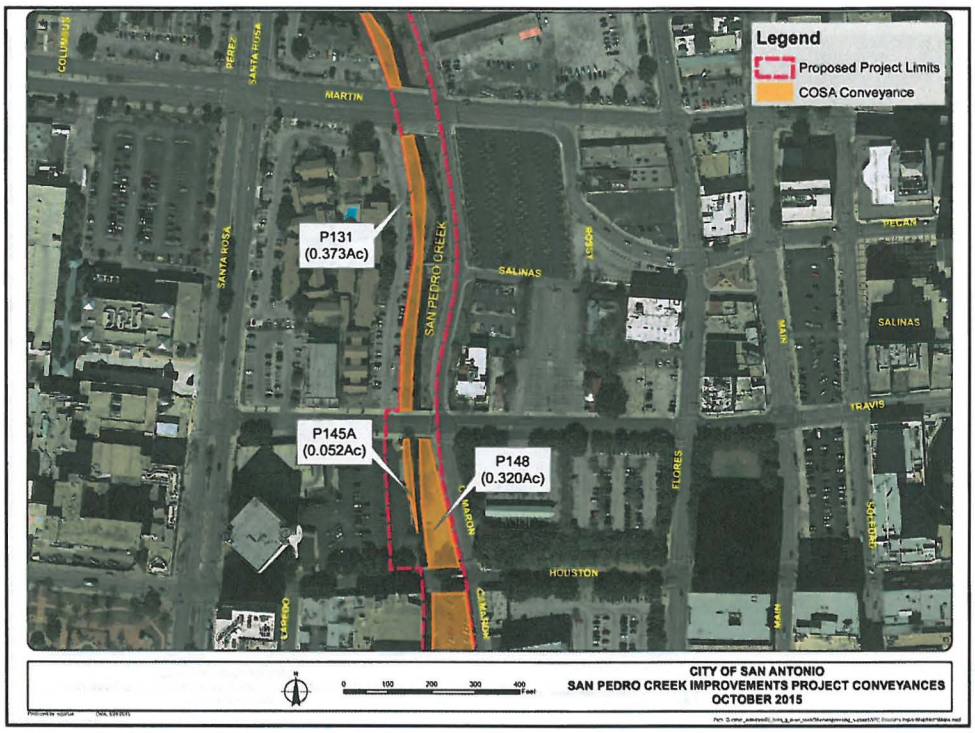
Lori Houston, Assistant City Manager
October 15, 2015

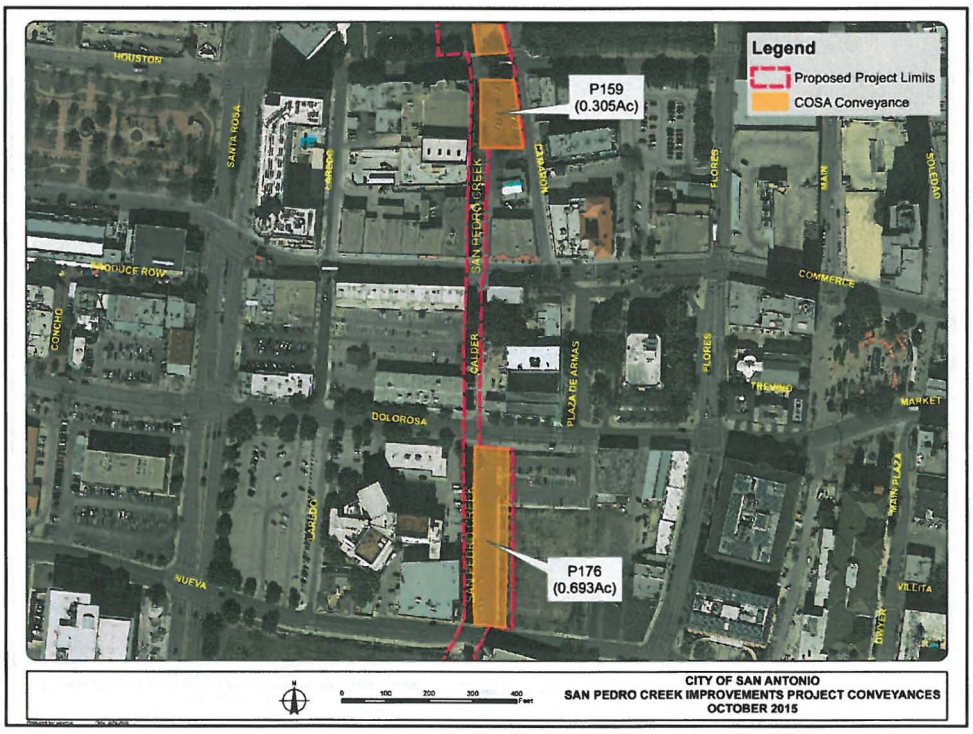


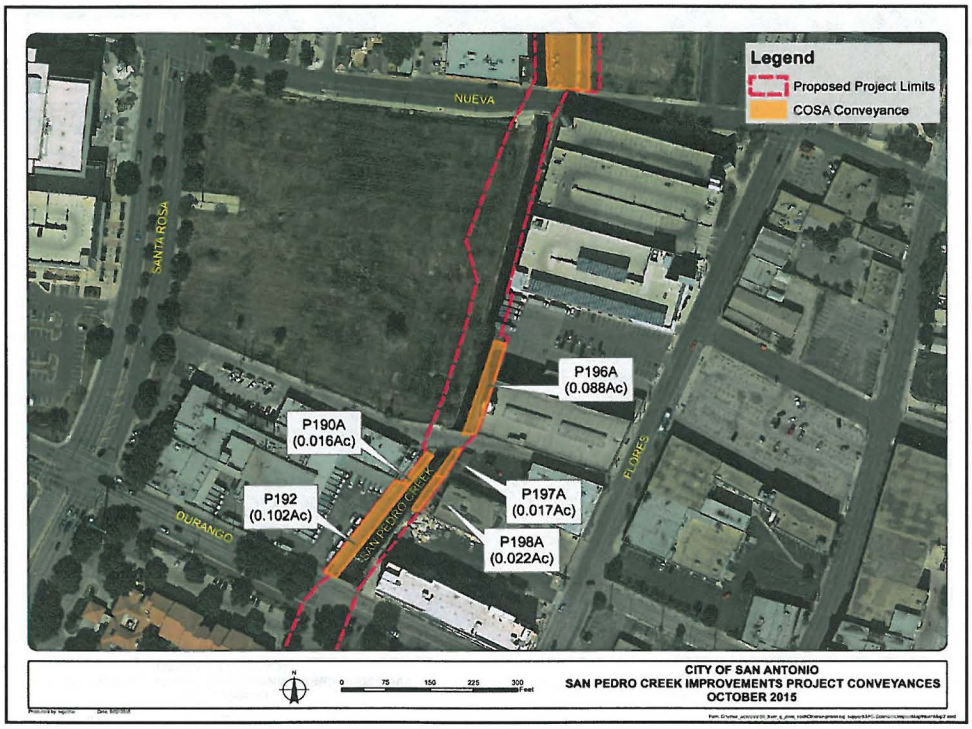
This ordinance authorizes the declaration as surplus and conveyance of 19 City owned real property interests along or near the existing San Pedro Creek, to the San Antonio River Authority (SARA) for the purpose of the San Pedro Creek Improvements Project. The total estimated value of the property interests is $4,153,010.40.

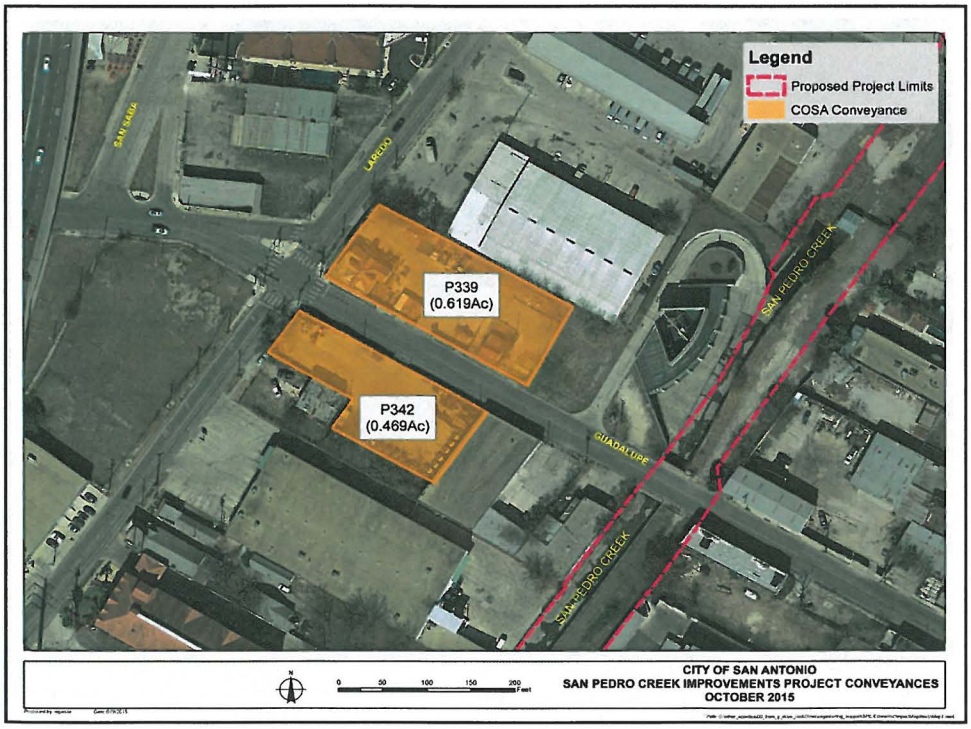
CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT




Legend
Proposed Project Limits
COSA Conveyance
P131
(0.373Ac)
P145A
(0.052Ac)
P148
(0.320Ac)
MARTIN
SANTA ROSA
SAN PEDRO CREEK
SALINAS
LOSOYA
PECAN
TRAVIS
FLORES
HOUSTON
LAREDO
MAIN
CAMARON
0 100 200 300 400 Feet
CITY OF SAN ANTONIO
SAN PEDRO CREEK IMPROVEMENTS PROJECT CONVEYANCES
OCTOBER 2015


Legend
Proposed Project Limits
COSA Conveyance
P159
(0.305Ac)
P176
(0.693Ac)
HOUSTON
SANTA ROSA
LAREDO
SAN PEDRO CREEK
CAMARON
FLORES
MAIN
OVIEDO
PRODUCE ROW
CONCHO
COMMERCE
GALDER
PLAZA DE ARMAS
TRAVIS
MARKET
DOLOROSA
MAIN PLAZA
NUEVA
VILLITA
0 100 200 300 400 Feet
CITY OF SAN ANTONIO
SAN PEDRO CREEK IMPROVEMENTS PROJECT CONVEYANCES
OCTOBER 2015


Legend
Proposed Project Limits
COSA Conveyance
NUEVA
SANTA ROSA
P196A
(0.088Ac)
P190A
(0.016Ac)
P192
(0.102Ac)
SAN PEDRO CREEK
P197A
(0.017Ac)
P198A
(0.022Ac)
FLORES
DURANGO
0 75 150 225 300 Feet
CITY OF SAN ANTONIO
SAN PEDRO CREEK IMPROVEMENTS PROJECT CONVEYANCES
OCTOBER 2015


Legend
Proposed Project Limits
COSA Conveyance
SAN SABA
LAREDO
P339
(0.619Ac)
P342
(0.469Ac)
SAN PEDRO CREEK
GUADALUPE
SAN PEDRO CREEK
0 50 100 150 200 Feet
CITY OF SAN ANTONIO
SAN PEDRO CREEK IMPROVEMENTS PROJECT CONVEYANCES
OCTOBER 2015

Recommendation

- Planning Commission made a recommendation for City Council approval on June 24, 2015.
- Staff recommends approval of the conveyance of 19 City owned properties to the San Antonio River Authority (SARA) for the purpose of the San Pedro Creek Improvements Project.

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT

9

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT

Conveyance of City Owned Property Interests

San Pedro Creek Improvements Project
Item #4

STAFF RECOMMENDS APPROVAL

Lori Houston, Assistant City Manager
October 15, 2015