

AN ORDINANCE 2012-08-16-0613

APPROVING THE CITY'S AGREEMENT TO TRANSFER THE HOMELESS SERVICES USE RESTRICTION FROM THE DWYER AVENUE CENTER TO THE FAMILY AND WOMEN'S RESIDENCE BUILDING AT THE HAVEN FOR HOPE CAMPUS FOR THE REMAINING 13-YEAR COVENANT PERIOD AS NEGOTIATED WITH THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES.

* * * * *

WHEREAS, the City acquired the Dwyer Avenue Center from the federal government in 1992 with a 30-year restriction to use the property for homeless services; and

WHEREAS, a sale prior to expiration of the 30-year period triggers a pro rata payment of the Dwyer Avenue Center (Dwyer) sale proceeds to the federal government; and

WHEREAS, the U.S. Department of Health and Human Services (HHS) has approved the sale of the Dwyer Avenue Center without payment of sale proceeds in exchange for the City's agreement to restrict the use of the Family and Women's residence building at the Haven for Hope campus in the same manner as the Dwyer had been restricted for a 13-year period; and

WHEREAS, the 13-year period is the balance remaining on the 30 year restrictive use covenant at Dwyer; and

WHEREAS, the City has coordinated this action with all interested parties including HHS, U. S. General Services Administration (GSA), the Office of Civil Rights (OCR) within HHS, and Haven for Hope of Bexar County; and

WHEREAS the City's Planning Commission approved this action on July 25, 2012; and

WHEREAS, through ordinance 2007-04-19-0450, City Council previously directed that net sale proceeds from the sale of the Dwyer Avenue Center be provided to Haven for Hope of Bexar County for Council authorized purposes in support of homeless services; and

WHEREAS, Department of Human Services (DHS) will return to City Council for approval to sell the Dwyer Avenue Center and direction regarding transfer of the proceeds and use at Haven of Hope; **NOW THEREFORE:**

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

SECTION 1. The execution by the City Manager, or her designee, of the Declaration and Grant of Low Income Homeless Assistance Use Restrictive Covenant burdening City property and a building located at the Haven for Hope campus with a use restriction for homeless services as negotiated with the U.S. Department of Health and Human Services (HHS) in lieu of pro-rata

payment of Dwyer Avenue Center sale proceeds to HHS is hereby approved. A copy of the executed Declaration and Grant of Low Income Homeless Assistance Use Restrictive Covenant is attached hereto and incorporated herein for all purposes as **Attachment I**. The City Manager, or her designee, or the Director of the Department of Human Services, or her designee, may take all other actions reasonably necessary or convenient to effectuate the transaction described in Attachment I, including agreeing to nonmaterial changes to its terms and executing and delivering ancillary documents and instruments conducive to effectuating the transaction.

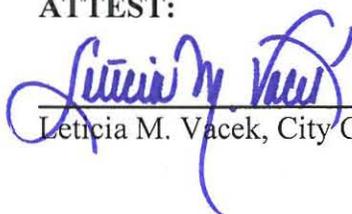
SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 3. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 16th day of August, 2012.

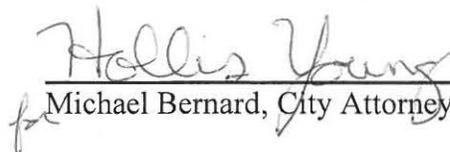

M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

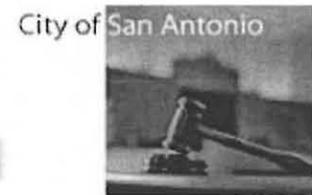
APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 13

Name:	5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26A, 26B, 26C, 27A, 27B, 29, 30, 31						
Date:	08/16/2012						
Time:	09:40:30 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the City's agreement to transfer the homeless services use restriction from the Dwyer Avenue Center to the Family and Women's Residence building at the Haven for Hope campus for the remaining 13-year covenant period as negotiated with the U.S. Department of Health and Human Services. [Peter Zaroni, Assistant City Manager; Gloria Hurtado, Director, Human Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x			x	
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

DECLARATION AND GRANT OF LOW INCOME HOMELESS ASSISTANCE
USE RESTRICTIVE COVENANT (40 USC 550(d))

State of Texas }
 }
County of Bexar }

KNOW ALL BY THESE PRESENTS:

THIS DECLARATION AND GRANT OF LOW INCOME HOMELESS ASSISTANCE USE RESTRICTIVE COVENANT (this "Declaration and Grant") is made and entered into effective as of the 12th day of July, 2012 (the "Effective Date"), by and among the United States of America (hereinafter sometimes referred to as the "United States" or "USA" or the "Government"), acting through the Secretary of Health and Human Services, by the Chief, Real Property Branch, Program Support Center ("HHS") under authority of 40 USC §550(d), as amended, and the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11411), as amended, the City of San Antonio, a Texas Municipal Corporation (the "City"), and the Haven for Hope of Bexar County, a Texas non-profit corporation ("HFH").

WITNESSETH:

WHEREAS, the Government originally conveyed 0.40 of an acre of land and a building thereon, more commonly known as the Federal Building, 307 Dwyer Avenue, San Antonio, Texas (the "Dwyer Property") to the City by Quitclaim Deed dated September 5, 1991 and filed of record October 4, 1991 at Volume 5172, on Page No. 0726, as Instrument No. 2152069, and later corrected by Quitclaim Deed dated February 27, 1992 and filed of record March 25, 1992 at Volume No. 5294, on Page No. 0872, as Instrument No. 2227950 (the "Dwyer Quitclaim Deed"); and

WHEREAS, the Dwyer Property has been used by the City from the time of conveyance and without interruption until the Effective Date of this Declaration and Grant as a homeless shelter and for other complementary health purposes pursuant to authority of 40 USC §550(d) and subject to the terms, conditions, covenants and agreements set forth in the Dwyer Quitclaim Deed, and more specifically, the property use restrictions with associated retained Government reverter rights required under 45 CFR §12.8(c)(6), (the "Use Restrictive Covenants"); and

WHEREAS, although the Dwyer Property has been sufficient and served the needs of the homeless population in prior years, the City has observed that, with time, the condition of the Dwyer Property has deteriorated and that its size and services no longer serve the growing needs of this vulnerable population; and

WHEREAS, in order to address the needs of the City's chronic homeless, the City has acquired other land for the operation of a comprehensive human services campus for the homeless; and

WHEREAS, as consideration given by the City for the Deed Without Warranty from the Government, the City agrees to restrict use of a portion of the campus in the manner set forth herein; and

WHEREAS, a true and correct legal description of the portion of the campus to be restricted under this Declaration and Grant is attached hereto as "Exhibit "A", and is hereby incorporated and made a part of this Declaration and Grant (the "Restricted Campus Property"); and

WHEREAS, the City currently leases the Restricted Campus Property to HFH; and

WHEREAS, both the City and HFH have requested and the United States, acting by and through HHS, has agreed to release the Use Restrictive Covenants associated with the Dwyer Property in consideration of the placement of use restrictive covenants running with and burdening the substitute Restricted Campus Property under the terms, conditions, restrictions, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing respective terms, conditions, restrictions, covenants, and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

1. RELEASE OF USE RESTRICTIVE COVENANT ON DWYER PROPERTY BY THE GOVERNMENT

As a material part of the consideration given by the Government for this Declaration and Grant, the United States will deliver to the City for recordation with the Office of the Bexar County Clerk a Deed Without Warranty covering and releasing the Use Restrictive Covenants associated with the Dwyer Property, said Deed Without Warranty to be recorded simultaneously with the recordation by the City of this Declaration and Grant.

2. GRANT OF USE RESTRICTIVE COVENANT IN FAVOR OF THE GOVERNMENT:

As a material part of the consideration given by the City for the Government's Deed Without Warranty for the Dwyer Property, the City hereby declares and grants unto the United States of America, and its assigns, this Declaration and Grant affecting the Restricted Campus Property under authority of 40 USC §550(d), as amended, and the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11411), as amended, which incorporates covenants that shall run with the land of the Restricted Campus Property. In addition, the City understands and agrees that this Declaration and Grant affecting the Restricted Campus Property shall be recorded by the City in the Office of the Bexar County Clerk simultaneously with the recording of the Government's Deed Without Warranty covering the Dwyer Property.

TO HAVE AND TO HOLD by the Government, and its assigns, subject to the following terms, conditions, restrictions, covenants, and agreements as hereinafter set forth, the City, for itself, and its successors in function, assigns, tenants, and/or other persons and/or entities holding an interest in the Restricted Campus Property covenants:

A. That for a period beginning with the Effective Date of this Declaration and Grant, and ending on the thirteenth (13th) anniversary of the Effective Date (the "Term"), the Restricted Campus Property herein described will be used continuously for homeless purposes in accordance with the proposed program and plan of the City as set forth in its application dated the 4th day of April 1989, and amended on the 17th day of April 1989, and modified on the 14th day of December 1990 (the "Application"), and for no other purpose.

B. That during the Term, neither the City, nor HFH, will resell, lease, rent, mortgage, or encumber or otherwise dispose of any part of the Restricted Campus Property or interest therein, except by lease or sublease to another non-profit that agrees to use the Restricted Campus Property in a manner consistent with this Declaration and Grant, or except as HHS, or its successor in function may authorize in writing.

C. That one year from the Effective Date hereof and annually thereafter for the entire Term, unless HHS or its successor in function directs otherwise, the City, with assistance from HFH or other Restricted Campus Property tenants, will file with HHS or its successor in function, reports on the operation and maintenance of the Restricted Campus Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Restricted Campus Property for the purposes specified in the Application.

D. That during the Term the City will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986.

E. That, for the period during which the Restricted Campus Property is used for the purpose for which the Federal financial assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the City, for itself, and its successors in function, assigns, tenants, and/or other persons and/or entities holding an interest in the Restricted Campus Property by or through the City and/or successors in function, assigns, and tenants, hereby agrees to fully comply with the requirements of section 606 of the Act, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Title III of the Age Discrimination Act of 1975 (P.L. 94-135), and all requirements imposed by or pursuant to the Regulations of the Government (45 CFR Parts 12, 80, 84, and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition listed in A above or under any other program or activity of the City, its successors in function, assigns, or tenants, to which said Acts and Regulations apply by reason of this Declaration and Grant.

F. FORFEITURE CLAUSE. In the event of a breach of conditions 2.A. through 2.E above, whether caused by the legal or other inability of the City, its successors in function, assigns, or tenants, to perform any of the obligations herein set forth, the United

States will, at its option, have an immediate right to enter thereon, and to cause all right, title, and interest in and to the Restricted Campus Property to be conveyed to the United States, and the City, its successors, assigns and tenants, shall forfeit all right, title, and interest in and to the Restricted Campus Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of HHS or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions, but the obligations of the City, its successors, assigns and tenants with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that, in the event the HHS or its successor in function fails to exercise its option to enter the Restricted Campus Property and to take title thereto for any such breach of conditions 2.A., 2.B., 2.C. or 2.D. herein during the Term, conditions 2.A. through 2.D., together with all rights to enter and take title for breach of any one of those conditions, will, as of that date, terminate and be extinguished.

G. In the event title to the Restricted Campus Property or any part thereof is conveyed by terms of this Declaration and Grant to the United States for noncompliance or is otherwise voluntarily conveyed to the United States, the City, its successors or assigns, at the option of the HHS, or its successor in function, shall be responsible for and shall be required to reimburse the United States for the decreased value thereof (assessed based upon the Effective Date of this Declaration and Grant) that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the City, its successors or assigns, to adapt the Restricted Campus Property to the homeless use for which the Restricted Campus Property was acquired. The Government shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in taking title to or possession of the above-described Restricted Campus Property, as it may sustain as a result of such noncompliance. If the Restricted Campus Property is voluntarily or involuntarily conveyed to the United States due to HFH's noncompliance with the conditions set forth herein, the City, its successor or assigns, shall be reimbursed by HFH for any costs incurred or damages sustained under to this provision.

H. The City may secure abrogation of conditions 2.A. through 2.D. herein by:

- a. Obtaining the consent of the HHS, or its successor in function, therefrom; and
- b. Payment to the United States of 1/360th of \$2,120,000 for each month of the period to be abrogated.

I. The City, by provision of this Declaration and Grant, and HFH further covenant and agree for themselves, their successors and assigns, that in the event the Restricted Campus Property or any part thereof is, at any time during the Term, sold, leased, disposed of or used for purposes other than those designated in the terms of this Declaration and Grant, without the consent of the HHS, or its successor in function, all revenues therefrom or the reasonable value, as determined by the HHS, or its successor

in function, of benefits to the City or HFH, deriving directly or indirectly from such sale, lease, disposal or use, shall be considered to have been received and held in trust by the City or HFH, as applicable, for the United States and shall be subject to the direction and control of the HHS, or its successor in function, but the provisions of this paragraph shall not impair or affect the rights reserved to the Government under any other provision of this Declaration and Grant. In addition, the City, its successors or assigns, shall be solely liable for all costs relating to any hazardous or toxic substances being placed on the Restricted Campus Property during its use by the City, and/or its successors in function, assigns, and tenants.

3. HFH AGREEMENT TO SUBORDINATE CURRENT LEASE TO THIS DECLARATION AND GRANT.

As a material part of the consideration given by the Government for this Declaration and Grant, as well as the City entering into this Declaration and Grant, HFH understands and agrees to subordinate its current Lease with the City to this Declaration and Grant and that the Government's rights in the Restricted Campus Property as well as its rights under this Declaration and Grant shall be superior to the interests of HFH in and to the Restricted Campus Property. The United States will deliver to the City, for recordation with the Office of the Bexar County Clerk, a Deed Without Warranty covering and releasing the Use Restrictive Covenants associated with the Dwyer Property. Said Deed Without Warranty is to be recorded simultaneously with the recordation by the City of this Declaration and Grant.

4. **BINDING EFFECT:** During the Term, the use restrictions set forth herein (a) shall be binding upon City and HFH and any other owner, tenant or occupant of the Restricted Campus Property and shall inure to the benefit of the USA, its successors and assigns, and (b) shall be a burden on the Restricted Campus Property and shall run with the land of the Restricted Campus Property.
5. **MAINTENANCE:** The City and HFH agree for themselves and their successors and assigns that in the event the HHS exercises its option to take all right, title, and interest in and to the Restricted Campus Property for the benefit of the United States of America, or the City voluntarily relinquishes title to the Restricted Campus Property, then the City, or HFH if such responsibility is allocated to HFH in the Lease between the City and HFH, shall provide protection to and maintenance of the Restricted Campus Property at all times until such time as the title is actually transferred to and accepted by the USA, or for six months from the date that HHS notifies the City or its successors and assigns of its intent to exercise its option to take title to the Restricted Campus Property, whichever occurs first. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in the Federal Management Regulations at 41 CFR 102-75.965 now in effect.
6. **ENVIRONMENTAL RESPONSIBILITY:** City, its successors or assigns, shall be solely liable for all costs relating to any hazardous or toxic substances placed on the Restricted Campus Property during its use by said City, its successors, assigns, or tenants, unless such liability is otherwise allocated to HFH in the Lease between the City and HFH.

7. WAIVER: No failure of any party or its successor in function to exercise any power given to such party hereunder or to insist upon strict compliance by any other party with its obligations hereunder and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof or a relinquishment of the future performance of any obligation.
8. GOVERNING LAW: This Declaration and Grant shall be governed by the laws of the United States of America as well as the property laws of the State of Texas and venue for any action hereunder shall be in the applicable U.S. District Court.
9. SEVERABILITY: If any term, provision, covenant, or condition of this Declaration and Grant is held by a federal court of competent jurisdiction to be invalid, void, or unenforceable, the balance of the Declaration and Grant shall remain.
10. NO THIRD PARTY BENEFICIARIES: Nothing in this Declaration and Grant, or in any transaction contemplated by it, expressed or implied, shall give or to be construed to give any person or entity other than the parties hereto any legal or equitable right, remedy, privilege, immunity, or claim under this Declaration and Grant.
11. ENTIRE AGREEMENT; MODIFICATION: This Declaration and Grant embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein and, with the exception of the approved Application, all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Declaration. Neither this Declaration and Grant nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

IN WITNESS WHEREOF, this Declaration and Grant has been fully executed and delivered as of the last party to execute.

UNITED STATES OF AMERICA
Acting through the Secretary
of Health and Human Services

By: Theresa Ritta
Theresa Ritta, Chief
Real Property Branch
Program Support Center

Date: July 12, 2012

CITY OF SAN ANTONIO,
A TEXAS MUNICIPAL CORPORATION

By: *Peter Zanoni*
Peter Zanoni
Assistant City Manager

Date: 6-25-12

HAVEN FOR HOPE OF BEXAR COUNTY,
A TEXAS NON-PROFIT CORPORATION

By: *W. S. Guekey*

TITLE: _____

Date: _____

THE STATE OF Maryland ★
COUNTY OF Montgomery ★

This instrument was acknowledged before me this 12th day of July, 2012, by Theresa Ritta, Chief, Real Property Branch, Program Support Center, of the United States Department of Health and Human Services, in the capacity therein stated and on behalf of that entity.

Anise L. Capotosto
Notary Public, State of Maryland
My Commission expires: 2/08/2016

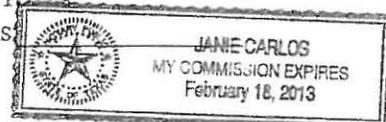
ANISE L. CAPOSTO

NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 8, 2016

THE STATE OF TEXAS ★
COUNTY OF BEXAR ★

This instrument was acknowledged before me this 25 day of June, 2012, by Peter Zanoni, the Assistant City Manager of the City of San Antonio, a Texas municipal corporation in the capacity therein stated and on behalf of that entity.

Janie Carlos
Notary Public, State of Texas
My Commission expires



THE STATE OF TEXAS ★
COUNTY OF BEXAR ★

This instrument was acknowledged before me this 25 day of June, 2012, by Bill Greehey, the Chairman of the Haven for Hope of Bexar County, a Texas non-profit corporation, in the capacity therein stated and on behalf of that entity.



Aundrea Montuori
Notary Public, State of Texas
My Commission expires: 6-30-15

After Recording, Return To:

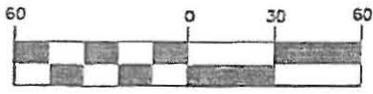
City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
(Bexar County)

Exhibit "A"

Description of Restricted Campus Property



LOCATION MAP
N.T.S.



(IN FEET)
1 inch = 60 ft.

DEED/PLAT REFERENCE

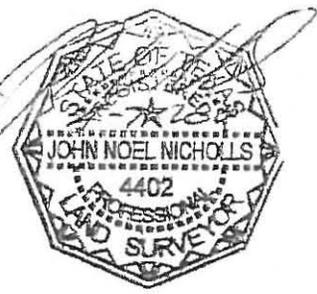
D.P.R. : DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

O.P.R. : OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS

NOTE: SET "+" IN CONCRETE AT ALL CORNERS.

the above plat was prepared according to an actual survey made on the ground under my supervision; there are no visible easements, discrepancies, conflicts, encroachments, or overlapping of improvements except as shown on the plat; the easements or rights-of-way shown hereon were determined either from visual observation or from matters of record of which the undersigned has knowledge.

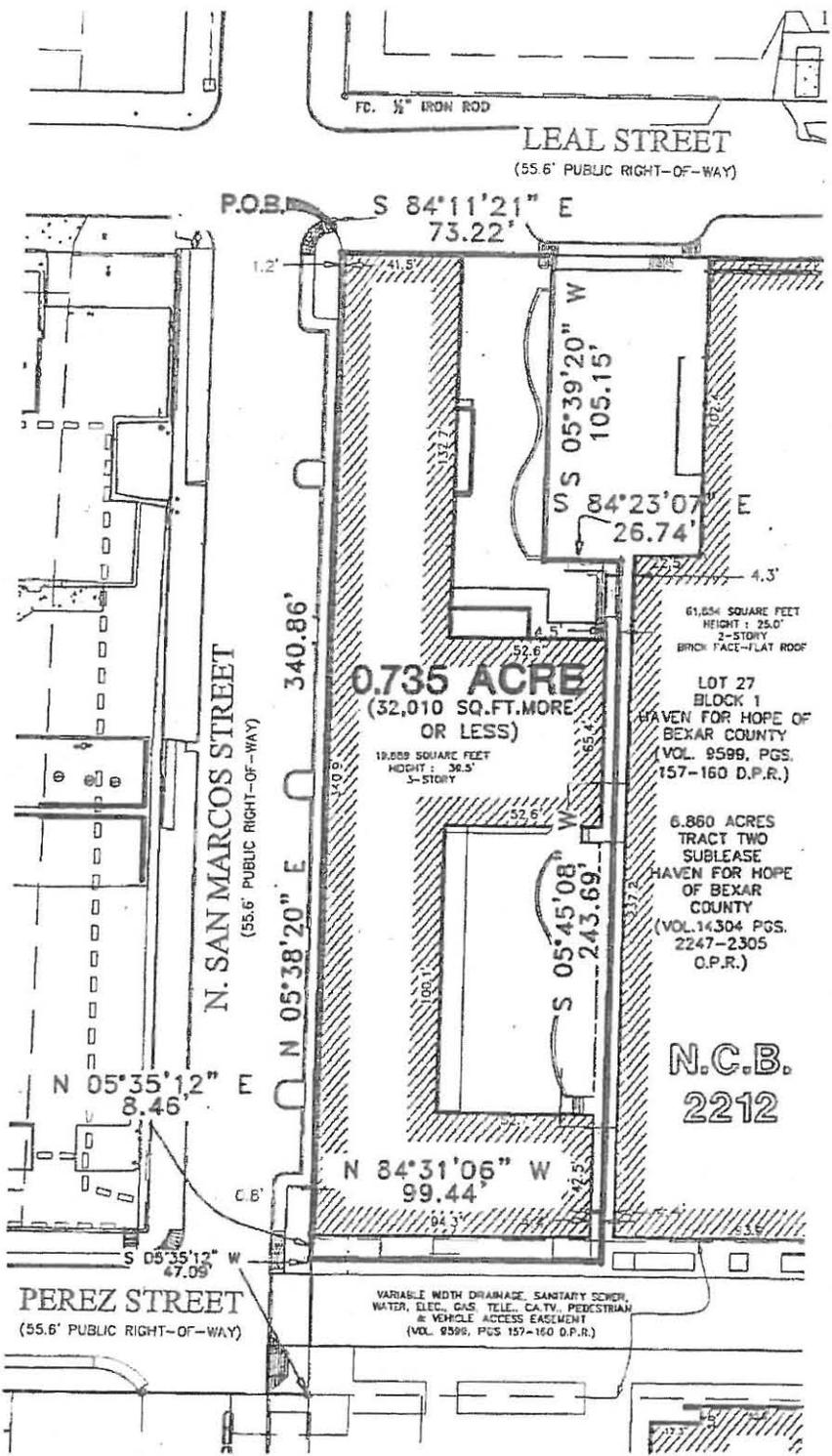
This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey;



PAPE-DAWSON ENGINEERS

550 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE 210.375.8000
FAX 210.375.8010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, P.E. REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, P.L.S. REGISTRATION # 102285-00
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SURVEY
FOR A LEASE TRACT DESCRIPTION

A 0.735 acre, or 32,010 square feet more or less, tract of land out of Lot 27, Block 1 of the Haven for Hope of Bexar County Subdivision as recorded in Volume 9599, Pages 157-160 of the Deed and Plat Records of Bexar County, Texas, bounded on the west by North San Marcos Street, on the north by Leal Street, both 55.6-foot public rights-of-way, and on the east and south by that 6.860 acre Tract Two Sublease to Haven for Hope as recorded in Volume 14304, Pages 2247-2305 of the Official Public Records of Bexar County, Texas,

JOB No.: 9204-09-11

Date: Apr 1, 3:02pm User ID: MNicholls File: N:\Surv\11-5000\9204-11\LEASE EY 2011.dwg

FIELD NOTES

FOR A LEASE TRACT DESCRIPTION

A 0.735 acre, or 32,010 square feet more or less, tract of land out of Lot 27, Block 1 of the Haven for Hope of Bexar County Subdivision as recorded in Volume 9599, Pages 157-160 of the Deed and Plat Records of Bexar County, Texas, bounded on the west by North San Marcos Street, on the north by Leal Street, both 55.6-foot public rights-of-way, and on the east and south by that 6.860 acre Tract Two Sublease to Haven for Hope as recorded in Volume 14304, Pages 2247-2305 of the Official Public Records of Bexar County, Texas, said 0.735 of an acre in New City Block (N.C.B.) 2212 of the City of San Antonio, Bexar County, Texas and being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone;

BEGINNING: At a set "+" in concrete at the intersection of the east right-of-way line of North San Marcos and the south right-of-way line of Leal Street, the northwest corner of the herein described tract and northernmost northwest corner of said Lot 27;

THENCE: S 84°11'21" E, along and with the south right-of-way of Leal Street at a distance of 1.2 feet passing a building corner, continuing 41.5 feet along the face of said building, and continuing for a total distance of 73.22 feet to a set "+" in concrete at the northernmost northwest corner of said 6.860 acre tract;

THENCE: Departing the south right-of-way line of Leal Street, and along and with the line of said 6.860 acre tract the following calls and distances:

S 05°39'20" W, a distance of 105.15 feet to a set "+" in concrete;

S 84°23'07" E, a distance of 26.74 feet to a set "+" in concrete;

S 05°45'08" W, a distance of 243.69 feet to a set "+" in concrete;

N 84°31'06" W, a distance of 99.44 feet to a set "+" in concrete, a northwest corner of said 6.860 acre tract, from which a reentrant corner of said Lot 26, originally the intersection of the south right-of-way line of Perez Street, a 55.6-foot public right-of-way, and the east right-of-way of North San Marcos Street bears S 05°35'12" W, a distance of 47.09 feet;

THENCE: N 05°35'12" E, a distance of 8.46 feet, to a set "+" in concrete at an angle in the west line of said Lot 26, originally the intersection of the north right-of-way line of Perez Street and the east right-of-way line of South San Marcos Street,

THENCE: N 05°38'20" E, along and with the east right-of-way line of South San Marcos, a distance of 340.86 feet to the POINT OF BEGINNING, and containing 0.735 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with prior surveys for, and of, the Haven for Hope Subdivision and a survey made on the ground and survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.

DATE: April 7, 2011.

JOB No.: 9080-11

FILE:m:\survey11\11-9000\9080-11\word\9080-11-Lease.doc

Page 1 of 1.

