VZ
12/5/13
Item No. 5B

AN ORDINANCE 2013-12-05-0834

ADOPTING AN URBAN LAND BANK DEMONSTRATION PROGRAM FOR HEMISFAIR PARK, APPROVING THE HEMISFAIR PARK PUBLIC FACILITIES CORPORATION AS A LAND BANK ENTITY IN ACCORDANCE WITH TX. LOC GOVT CDE. 379C.004(b), AND TRANSFERRING PORTIONS OF HEMISFAIR PARK PROPERTY TO THE CORPORATION, SUBJECT TO RESTRICTIVE COVENANTS LIMITING HOTEL DEVELOPMENT IMPOSED BY THE CITY PURSUANT TO ORDINANCE 2013-10-17-0711.

* * * * * *

WHEREAS, State law provides for the conveyance of portions of Hemisfair Park (the "Park") to a land bank subject to deed restrictions imposed by City Council, provided at least 18 acres within the remaining areas of the Park are dedicated as public squares or parkland; and

WHEREAS, City Council previously approved the Hemisfair Park Area Master Plan (the "Plan") pursuant to Ordinance No. 2012-02-09-0084 and consistent with the Plan, City Council adopted restrictive covenants limiting hotel development in the Park pursuant to Ordinance No. 2013-10-17-0711; and

WHEREAS, pursuant to Resolution No. 2013-11-07-0038R, City Council authorized the creation of the Hemisfair Park Public Facilities Corporation for the purpose of serving as a land bank entity and receiving title to portions of Hemisfair Park; and

WHEREAS, the exercise of the City's authority under State law requires: (1) the adoption of an Urban Land Bank Demonstration Program; (2) the approval of the Hemisfair Park Public Facilities Corporation as a land bank entity; (3) the dedication of at least 18 acres of public squares or parkland in the Park; and (4) the transfer of property by the City to the Corporation of those portions of the Park that have been identified as developable parcels in the Plan; and

WHEREAS, by action taken December 5, 2013, City Council dedicated 18.467 acres within Hemisfair Park as public squares or parkland, and now desires to take the additional actions set out above in support of the mixed-use development set out in the Plan; **NOW THEREFORE:**

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

SECTION 1. The Urban Land Bank Demonstration Program for Hemisfair Park, set out in **Attachment 1**, is hereby adopted.

SECTION 2. The Hemisfair Park Public Facilities Corporation is approved as a land bank entity by the City for the purposes of satisfying Tex. Local Gov't Code Section 379C.004(b) and for receiving transferred property in accordance with Section 379C.014.

SECTION 3. The City Council authorizes the conveyance to the Hemisfair Park Public Facilities Corporation those portions of Hemisfair Park as more particularly described in **Attachment II**, subject to the restrictive covenants described above, set out in **Attachment III** and recorded in the Bexar County Records, more specifically in Book 16425, Page 2058.

SECTION 4. The City Manager or her designee, is authorized to execute the attached Deed of Trust, a copy of which in substantially final form is set out in **Attachment IV**, and such other documents deemed by the City Attorney as necessary to carry out this conveyance.

SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 5th day of December, 2013.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael Bernard, City Attorney

Agenda Item:	**5B (in consent vote: 5A, 5B)**
Date:	12/05/2013
Time:	05:48:50 PM
Vote Type:	Motion to Approve
Description:	An Ordinance adopting an Urban Land Bank Demonstration Program for Hemisfair Park, approving the Hemisfair Park Public Facilities Corporation as a land bank entity in accordance with Texas Local Government Code Section 379C.014 Land Used for World Exposition, and transferring portions of Hemisfair Park property to the Corporation, subject to restrictive covenants limiting hotel development imposed by the City pursuant to Ordinance 2013-10-17-0711.
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				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				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				
Carlton Soules	District 10		x				

ATTACHMENT 1

CITY OF SAN ANTONIO
LAND BANK DEMONSTRATION PROGRAM

Overview

The City of San Antonio (the "City") created the Hemisfair Park Area Redevelopment Corporation ("HPARC") to aid, assist, and act on its behalf in the performance of the City's governmental functions to assist with planning, developing, constructing, managing and financing projects with City property that had been a part of the HemisFair '68 world exposition (the "HemisFair Park Area").

As part of its mission, HPARC commissioned the Hemisfair Park Area Framework and Master Plan (Exhibit A) which is based on seven fundamental guiding principles: (1) Leadership; (2) Preservation; (3) Public Space; (4) Mixed-Use; (5) Connectivity; (6) Balance; and (7) Sustainability. The principle of "Mixed-Use" development includes mixed-income housing, as well as commercial, institutional, and civic uses and, further, incorporates mixed-use development.

In order to fully realize the redevelopment contemplated by the Framework and Master Plan, the City sought legislative authority to assist in developing the HemisFair Park Area. Specifically, the City sought an exception to the State's requirement that a city hold a public election prior to the transfer of title to land in HemisFair Park Area that has been owned, held or claimed as a public square or park.

The 83rd Regular Texas Legislature amended Subtitle A, Title 12, Local Government Code, Chapter 379C (the "Code") to add an exception to the public election requirement for transfers of the HemisFair Park Area to a land bank, so long as not less than 18 acres of dedicated public squares or parks remain after the transfer.

The City has created the Hemisfair Park Public Facilities Corporation (the "Corporation") and has approved it to act as a land bank for the purpose of receiving a transfer of portions of HemisFair Park Area.

Program Purpose

It is the City of San Antonio's intent to adopt this Urban Land Bank Demonstration Program and to designate the Corporation as a "land bank" for the purpose of transferring portions of the HemisFair Park Area (Exhibit B) to the Corporation in accordance with the Code so that it may assist in the implementation of the Hemisfair Park Area Framework and Master Plan.

Land Bank Responsibilities

The City shall transfer the portions of the HemisFair Park Area to the Corporation through a duly authorized City Ordinance (Exhibit C). Following the transfer of the property (the "Transferred

Property"), the restrictions and requirements applicable to the sale of land by a land bank under the Code or any other law shall not apply to the sale of Transferred Property by the Corporation.

In accordance with the Code, the Corporation shall develop and recommend to the City Council an Urban Land Bank Demonstration Program Plan (the "Plan"), which shall then be approved annually. The Plan shall meet all Code requirements.

City Responsibilities

Following adoption of the initial Plan, the City will seek to identify other properties potentially eligible for sale to the Corporation under this Urban Land Bank Demonstration Program and obtain approval of the participating taxing jurisdictions.

The City and Corporation will review all proposals for purchase and development of land bank property, and recommend proposals for approval to the City Council.

The City is authorized to implement this San Antonio Urban Land Bank Demonstration Program and to develop guidelines and procedures to operate the Program.

Corporation Responsibilities

The Corporation shall collaborate with HPARC and assist in the implementation of the Hemisfair Park Area Framework and Master Plan. As holder of title to the Transferred Property, the Corporation may seek to sell, lease, or convey portions of the Transferred Property to third-parties, which may include HPARC. It is the duty of the Corporation, as the approved land bank of the City of San Antonio, to seek City Council approval prior to the execution of any documents related to the sale, lease, or conveyance of property within its control. The City shall evaluate each proposed transaction to determine if it is in the best interest of the City.

Should the Corporation seek to acquire and sell tax-foreclosed properties in accordance with the Code, then it shall first seek approval of the City Council, develop a supplemental Land Bank Plan, and demonstrate its ability to comply with all applicable Code provisions.

In accordance with its Bylaws, the Corporation shall comply with the requirements of the Public Information and Open Meetings provisions of the State Government Code, and will keep accurate minutes of its meetings. The Corporation shall keep accurate records and books of account that conform with generally accepted principles of accounting and that clearly reflect the income and expenses of the Corporation and all transactions in relation to its property.

ATTACHMENT II

Legal Description of Transferred Property to be Attached

ATTACHMENT III

SCANNED

Execution Copy

PI2-20130231717-13

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF 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.

DECLARATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS '

COUNTY OF BEXAR '

This **DECLARATION OF RESTRICTIVE COVENANTS** (this ***"Declaration"***) is made by the City of San Antonio, a home rule municipality under the laws of the State of Texas (the ***"City"***), acting by and through its City Manager or Assistant City Manager, and is to be effective as of the date on which this Declaration has been filed for record in the Official Public Records of Bexar County, Texas (the ***"Effective Date"***).

WHEREAS, as the owner and holder of fee simple title to that portion of the site of Hemisfair '68 which is more particularly described by metes and bounds in the attached Exhibit "A" (herein, the **"Hemisfair Site"**), the City seeks to facilitate the redevelopment of the Hemisfair Site as a vibrant mixed-use area centered on a city park;

WHEREAS, for the purpose of preserving the appropriate balance of uses of the Hemisfair Site, the City hereby desires to create and impose upon the Hemisfair Site restrictive covenants limiting the size and proximity of all Hotel Buildings (as defined below) that may be located on the Hemisfair Site;

WHEREAS, to facilitate the redevelopment of the Hemisfair Site, the City may acquire Other Lands (as defined below) and intends that the restrictive covenants hereby created and imposed on the Hemisfair Site shall also be imposed on any and all Other Lands; and

WHEREAS, this Declaration shall be fully effective from and after the Effective Date in perpetuity to accomplish such purposes.

NOW, THEREFORE, in consideration of the premises and for the purposes and intent expressed herein, the City does hereby declare that all and each portion of the Hemisfair Site and all Other Lands, if any, shall be owned, held, mortgaged, transferred, sold, conveyed, occupied and enjoyed subject to the Hotel Limitation (as defined and described in Article 2 of this Declaration), which is expressly made applicable to the Hemisfair Site and to all Other Lands, if any, by this Declaration, and the Hotel Limitation shall run with the Hemisfair Site and all such Other Lands and shall be binding upon the City, all parties hereafter having any right, title, or interest in or to the Hemisfair Site (or any part thereof) or the Other Lands (or any part thereof) and their respective heirs, legal representatives, successors and assigns; and that each contract, deed, lease or other instrument conveying any interest in the Hemisfair Site or the Other Lands, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the Hotel Limitation in accordance with this Declaration, regardless of whether or not the same is set out in full or by reference in said instrument of conveyance or otherwise, from and after the Effective Date.

Book 16425 Page 2058 13pgs

ARTICLE 1
Definitions

1.1 **Enforcement Organization** means the San Antonio Conservation Society, a Texas nonprofit corporation or, if the San Antonio Conservation Society shall cease to exist or, in the good faith determination of the City Council of City, shall fail or decline to perform its duties hereunder for any reason, a successor organization designated by the City Council to exercise the duties of an Enforcement Organization under the terms of this Declaration, by written instrument filed for record in the Real Property Records of Bexar County, Texas.

1.2 **Floor Area** means the gross horizontal area of all floors of a Hotel Building, including interior balconies and mezzanines, measured from the exterior face of exterior walls, or from the centerline of a wall separating two (2) structures, excluding stairwells and elevator shafts, but including the area of roofed porches having more than one (1) wall.

1.3 **Guest Room** means the area of a Hotel Building purposed for the exclusive use of a hotel guest as overnight lodging.

1.4 **Hotel** means a commercial establishment offering overnight lodging to the public.

1.5 **Hotel Complex** means all Hotel Buildings of a single Hotel.

1.6 **Hotel Building** means any building or structure used or to be used in connection with the operation of a Hotel, including any and all Guest Rooms, meeting areas, restaurants, bars, kitchens, catering areas, laundry facilities, parking garages, storage facilities and similar facilities, whether or not located under the same roof or on the same parcel or tract of land.

1.7 **Hotel Complexes** means, collectively, all Hotel Buildings for all Hotels.

1.8 **Other Lands** means, collectively, all interests in real property acquired by City after the Effective Date and conveyed by City to a land bank (as defined under Section 379C of the Texas Local Government Code), which conveyance expressly states that the interest in real property thereby conveyed is an addition to the re-development of the Hemisfair Site.

ARTICLE 2
Hotel Limitation

For the purposes of this Declaration, "***Hotel Limitation***" means and includes the following limitations and requirements that apply to the Hemisfair Site and the Other Lands (if any):

2.1 **Hotel Size and Location Restrictions.**

a. The combined Floor Area of all Hotel Complexes shall not exceed four hundred thousand square feet (400,000 s.f.);

b. The Floor Area of a Hotel Complex shall not exceed two hundred thousand square feet (200,000 s.f.);

c. No Hotel Building containing Guest Rooms shall be located less than three hundred (300) linear feet from any other Hotel Building containing Guest Rooms; and

d. The total combined number of Guest Rooms in all Hotel Complexes shall not exceed two hundred (200).

2.2 **Exclusions from Calculation of Floor Area**. For the purpose of determining the size limitations under Section 2.1.a and Section 2.1.b hereof, the following shall not be included in the calculation of Floor Area:

a. The portion(s) of a parking garage that is open to members of the public and/or is not restricted, reserved for or otherwise limited to the use of guests of the subject Hotel;

b. Residential units (including condominium units) not available for the use of a Hotel or its guests; and

c. Common areas, facilities and amenities for residential units (including condominium units) not available for the use of a Hotel or its guests.

ARTICLE 3
Enforcement

3.1 **Enforcement Authorities**. The City and the Enforcement Organization shall each have the right, acting jointly or independently, to enforce the Hotel Limitation.

3.2 **Remedies**. Enforcement of the Hotel Limitation and/or this Declaration may be by a proceeding at law or in equity against any person(s) or entity(ies) violating or attempting to violate, contest or invalidate the Hotel Limitation or this Declaration, as applicable, whether the relief sought is an injunction and/or the recovery of damages, or otherwise, and may include the recovery of all attorney fees and costs expended in enforcement or support of the Hotel Limitation and/or this Declaration.

3.3 **Non-Waiver**. Any failure or delay in enforcement of any remedy provided under this Declaration shall in no event be deemed to be a waiver of the right to do so or to seek damages or other relief thereafter.

ARTICLE 4
General Provisions

4.1 **Runs with Land**. The restrictive covenants set forth herein shall be appurtenant to and shall run with the Hemisfair Site and all Other Lands, if any, and shall be binding upon all future owners, tenants, and/or occupants of all or any portion of the Hemisfair Site or the Other Lands and their respective heirs, legal representatives, successors, and assigns. Every person or entity that, now or hereafter, owns or acquires any right, title, or interest in or to any portion of the Hemisfair Site or the Other Lands, whether as an owner, tenant, or occupant in any right or capacity, is and shall be conclusively deemed to have consented and agreed to the Hotel Limitation, whether or not any reference to this Declaration or the Hotel Limitation shall be contained in the instrument by which such person or entity acquires an interest in the Hemisfair Site or the Other Lands.

4.2 **Partial Invalidity**. If any term, covenant or condition of this Declaration or the application of such term, covenant or condition to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration and the application of such term, covenant or condition to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby,

and each term, covenant or condition of this Declaration shall be valid and may be enforced to the extent permitted by law.

4.3 **Captions; Language**. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein. Each word or phrase used herein that is not defined will have its ordinary meaning in the context in which it is used. The use of the word "including" in this Declaration will be deemed to be followed by the phrase "but not limited to."

4.4 **Amendment**. This Declaration may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement of the City, the Enforcement Organization and the owners of not less than fifty-one percent (51%) of the total land area comprising the Hemisfair Site and the Other Lands, if any. For the purposes of the foregoing sentence, the word "recorded" means filed for record in the Real Property Records of Bexar County, Texas.

4.5 **No Dedication**. Nothing herein shall be deemed to be a gift or dedication of any property to the general public or for the general public, it being the intention that this Declaration and the enforcement hereof shall be strictly limited to and for the purposes herein expressed. This Declaration is not intended to create, and shall not be in any way interpreted or construed to create, any third party beneficiary or enforcement rights in any person or entity not referenced herein.

4.6 **Exhibits**. All documents referred to in this Declaration as attachments are incorporated herein as a part hereof for all purposes.

4.7 **Term**. Unless canceled in accordance with Section 4.4 hereof, this Declaration and all of the rights, obligations and liabilities created hereby shall encumber the Hemisfair Site and the Other Lands, if any, in perpetuity.

4.8 **City's Governmental Functions**. No provision of this Declaration shall be a limitation upon, constitute a waiver by or estop City with respect to any of its rights, powers or duties exercisable, as necessary or advisable, in the performance of its Governmental Functions. For example, neither this Declaration nor any development activity that otherwise complies with this Declaration shall constitute satisfaction of any requirements of, or the need to obtain any approval by, City in the exercise of its Governmental Functions or as may be required under any applicable laws. "***Governmental Functions***" means any regulatory, legislative, permitting, zoning, enforcement (including police power), licensing or other functions which City is authorized or required to perform in its capacity as a municipality under applicable laws.

[Remainder of page intentionally blank.]

EXECUTED on the 25th day of October, 2013, to be effective as of the Effective Date.

CITY OF SAN ANTONIO,
a Texas home rule municipality

By:
Name: CARLOS J. CONTRERAS, III
Title: ASSISTANT CITY MANAGER

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 25th day of October, 2013, by Carlos Contreras, Assistant City Manager of the City of San Antonio, a Texas home rule municipality, on behalf of said home rule municipality.

Notary Public in and for
The State of Texas

DAVID KURPGEWEIT
Notary Public
State of Texas
My Commission Expires
08/21/2015

APPROVED AS TO FORM:

CITY ATTORNEY

JOINDER BY SAN ANTONIO CONSERVATION SOCIETY

The San Antonio Conservation Society joins in the execution of the foregoing Declaration of Restrictive Covenants for the sole purpose of accepting its appointment thereunder as the Enforcement Organization.

SAN ANTONIO CONSERVATION SOCIETY

By: Jody Williams
Name: Jody Williams
Title: First Vice-President

Date: November 6, 2013

By: Kathy DeWaal
Name: Kathy DeWaal
Title: Treasurer

Date: 11-6-13, 2013

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 6 day of November, 2013, by Jody Williams, First Vice-President of the San Antonio Conservation Society, a Texas non-profit corporation, on behalf of said non-profit corporation.

Ronda Sue Smith
Notary Public in and for
The State of Texas

RONDA SUE SMITH
Notary Public
State of Texas
My Comm. Exp. 09-27-2016

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 6 day of November, 2013, by Kathy DeWaal, Treasurer of the San Antonio Conservation Society, a Texas non-profit corporation, on behalf of said non-profit corporation.

Ronda Sue Smith
Notary Public in and for
The State of Texas

RONDA SUE SMITH
Notary Public
State of Texas
My Comm. Exp. 09-27-2016

EXHIBIT A

METES AND BOUNDS DESCRIPTION
OF HEMISFAIR PARK
THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

Being a Boundary of a Political Subdivision located in the City of San Antonio, Bexar County, Texas, comprised of properties owned by the City of San Antonio situated within Lot 12, Block 3, New City Block (N.C.B.) 13814, Civic Center, Project No. 5 Tex R-83 Urban Renewal Agency Subdivision Plat, recorded in Volume 9518, Pages 122-126, Deed and Plat Records (D.P.R.) of Bexar County, Texas (all instruments cited herein are recorded in Bexar County, Texas), said Political Boundary Subdivision being out of land conveyed to the City of San Antonio by Warranty Deed recorded in Volume 6433, Pages 177-181 (D.R.), a Deed Without Warranty recorded in Volume 11570, Pages 2188-2192, Official Public Records of Real Property (O.P.R.), and a Warranty Deed recorded in Volume 5505, Pages 957-962, D.R., said Political Boundary Subdivision also being out of a portion of the existing Texas Department of Transportation (TxDOT) R.O.W. for Interstate Highway 37 South, said Political Boundary Subdivision being more particularly described as follows, with bearings shown being referenced to subdivision plat for San Antonio Convention Center Hotel Replat recorded in Volume 9569, Page 36, D.P.R. of Bexar County, Texas:

BEGINNING at point on the east right-of-way (R.O.W.) line of South Alamo Street (variable width R.O.W.), said point also being on the west line of the said Lot 12 and at the southwest corner of a proposed R.O.W. dedication as shown on the proposed H B Gonzalez Convention Center (HBGCC) Subdivision Plat, for a corner of this herein described tract;

THENCE S74°58'56"E, into and across said Lot 12 and along the south line of said proposed R.O.W. dedication, a distance of 9.13 feet to a point at the southeast corner of said proposed R.O.W. dedication, same point also being on the proposed east R.O.W. line of South Alamo Street, for an interior corner of the herein described tract;

THENCE continuing into and across said Lot 12 and along the common line of said proposed R.O.W. of South Alamo Street and proposed Lot 14, the following three (3) calls:

> N 18°44'21"E, a distance of 228.87 feet to a tangent point of curvature of a curve to the left, for a point for the herein described tract,
>
> along said curve to the left, an arc distance of 113.36 feet, with a radius of 654.00 feet, a central angle of 09°55'51", and a chord bearing and distance of N13°46'26"E, 113.21 feet to a point of compound curvature, for a corner of the herein described tract, and
>
> along said compound curve, an arc distance of 43.72 feet, with a radius of 113.50 feet, a central angle of 22°04'17", and a chord bearing and distance of N02°13'38"W, 43.45 feet to a point and returning to the common line of said Lot 12, proposed Lot 14 and existing South Alamo Street, at a non-tangent point of curvature of a curve to the left, for a corner of the herein described tract;

THENCE along the common line of said Lot 12, existing South Alamo Street and proposed Lot 14, the following two (2) calls:

along said curve to the left, an arc distance of 67.13 feet, with a radius of 863.00 feet, a central angle of 04°27'24", and a chord bearing and distance of N07°19'20"E, 67.11 feet to a point of reverse curvature, for a corner of the herein described tract, and

along said reverse curve, an arc distance of 43.63 feet, with a radius of 25.00 feet, a central angle of 99°59'12", and a chord bearing and distance of N55°05'14"E, 38.30 feet to a point on the south R.O.W. line of East Market Street (variable width R.O.W.), for a corner of the herein described tract;

THENCE along the common line of East Market Street, said Lot 12 and proposed Lot 14, S74°55'10"E, a distance of approximately 647 feet to a point, for a corner of the herein described tract;

THENCE departing the said common line, into and across said Lot 12 and proposed Lot 14, and generally along the original east building line of the Circa 1968 HBGCC, the following seven (7) calls:

in a southwesterly direction approximately 275 feet to a building corner, for a corner of the herein described tract,

in a northwesterly direction approximately 39 feet to a building corner, for a corner of the herein described tract,

in a northeasterly direction approximately 26 feet to a re-entrant building corner, for a corner of the herein described tract,

in a northwesterly direction approximately 72 feet to a re-entrant building corner, for a re-entrant corner of the herein described tract,

in a southwesterly direction approximately 118 feet to a re-entrant building corner, for a re-entrant corner of the herein described tract,

in a southeasterly direction approximately 10 feet to a building corner, for a corner of the herein described tract, and

in a southwesterly direction approximately 496 feet to a point of intersection between the projection of said east building line and the south line of said proposed Lot 14, for a corner of the herein described tract

THENCE continuing into and across said Lot 12 and along the south line of said proposed Lot 14, the following sixteen (16) calls:

in a northeasterly direction to a point, for a corner of the herein described tract,

N14°43'24"E, a distance of 49.11 feet to a point, for a corner of the herein described tract,

S73°57'08"E, a distance of 249.56 feet to a point, for a corner of the herein described tract,

S74°50'57"E, a distance of 208.65 feet to a point, for a corner of the herein described tract,

S15°20'55"W, a distance of 65.37 feet to a point, for a corner of the herein described tract,

S74°58'59"E, a distance of 42.96 feet to a point, for a corner of the herein described tract,

S15°06'56"E, a distance of 32.51 feet to a point, for a corner of the herein described tract,

S74°58'25"E, a distance of 97.51 feet to a point, for a corner of the herein described tract,

N45°10'07"E, a distance of 26.13 feet to a point, for a corner of the herein described tract,

S74°58'59"E, a distance of 162.75 feet to a point, for a corner of the herein described tract,

N15°01'01"E, a distance of 29.66 feet to a point, for a corner of the herein described tract,

S74°57'23"E, a distance of 191.36 feet to a point, for a corner of the herein described tract,

S15°01'01"W, a distance of 13.11 feet to a point, for a corner of the herein described tract,

S74°58'59"E, a distance of 118.70 feet to a point, for a corner of the herein described tract,

N15°01'01"E, a distance of 47.70 feet to a point, for a corner of the herein described tract, and

N36°36'47"E, a distance of 10.44 feet to a point, for a corner of the herein described tract;

THENCE S74°58'59"E, continuing along said south line of proposed Lot 14,crossing the east line of Lot 12, into and across the existing TxDOT R.O.W., the following two (2) calls:

S74°58'59"E, a distance of 339.64 feet to a point, for a corner of the herein described tract, and

N73°14'31"E, a distance of 157.18 feet to a point on the west line of a proposed R.O.W. dedication for Tower of the Americas Way as shown on said proposed subdivision plat, for a corner of the herein described tract;

THENCE continuing into and across said existing TxDOT R.O.W. and along the west line of said proposed R.O.W. dedication, the following six (6) calls:

S06°58'50"W, a distance of 80.00 feet to a point, for a corner of the herein described tract,

S83°01'10"E, a distance of 23.02 feet to a tangent point of curvature of a curve to the right, for a corner of the herein described tract,

along said curve to the right, an arc distance of 38.74 feet, with a radius of 25.00 feet, a central angle of 88°47'23", and a chord bearing and distance of S38°37'38"E, 34.98 feet to a point of reverse curvature, for a corner of the herein described tract,

along said reverse curve, an arc distance of 172.64 feet, with a radius of 3449.70 feet, a central angle of 02°52'02", and a chord bearing and distance of S04°27'28"W, 172.62 feet to a point of compound curvature, for a corner of the herein described tract,

along said compound curve, an arc distance of 235.10 feet, with a radius of 1943.04 feet, a central angle of 06°55'58", and a chord bearing and distance of S00°26'31"E, 234.96 feet to a tangent point, for a corner of the herein described tract, and

S03°54'30"E, a distance of 248.55 feet to a non-tangent point of curvature of a curve to the right on the east line of Lot 12, for a corner of the herein described tract;

THENCE along the east line of said Lot 12, along said curve to the right, to the northeast corner of a 6.544 acre tract of land conveyed to the State of Texas, recorded in Volume 6165, Page 473, Deed Records of Bexar County, Texas, for the most easterly corner of the herein described tract;

THENCE along the northeast line of said 6.544 acre tract, in a northwesterly direction to an angle point, for a corner of the herein described tract;

THENCE continuing along the north line of said 6.544 acre tract, in a westerly direction to an angle point for a corner of the herein described tract;

THENCE continuing along the northwest line of said 6.544 acre tract, in a southwesterly direction to a point of curvature of a curve to the right, continuing along said curve, to the most westerly corner of said 6.544 acre tract, said point also being the northeast corner of a 3.092 acre tract conveyed to the United States Government by Deed recorded in Volume 6949, Pages 112-117, Deed Records of Bexar County, Texas, for a corner of the herein described tract.;

THENCE along the northeast line of said 3.092 acre tract, in a northwesterly direction to the north corner of said 3.092 acre tract, said point also being on the southeast line of a 4.591 acre tract conveyed to the United States Government by Deed recorded in Volume 5701, Pages 384-386 Deed Records of Bexar County, Texas, for a corner of the herein described tract;

THENCE along said southeast line, in a northeast direction to the northeast corner of said 4.591 acre tract, for corner of the herein described tract;

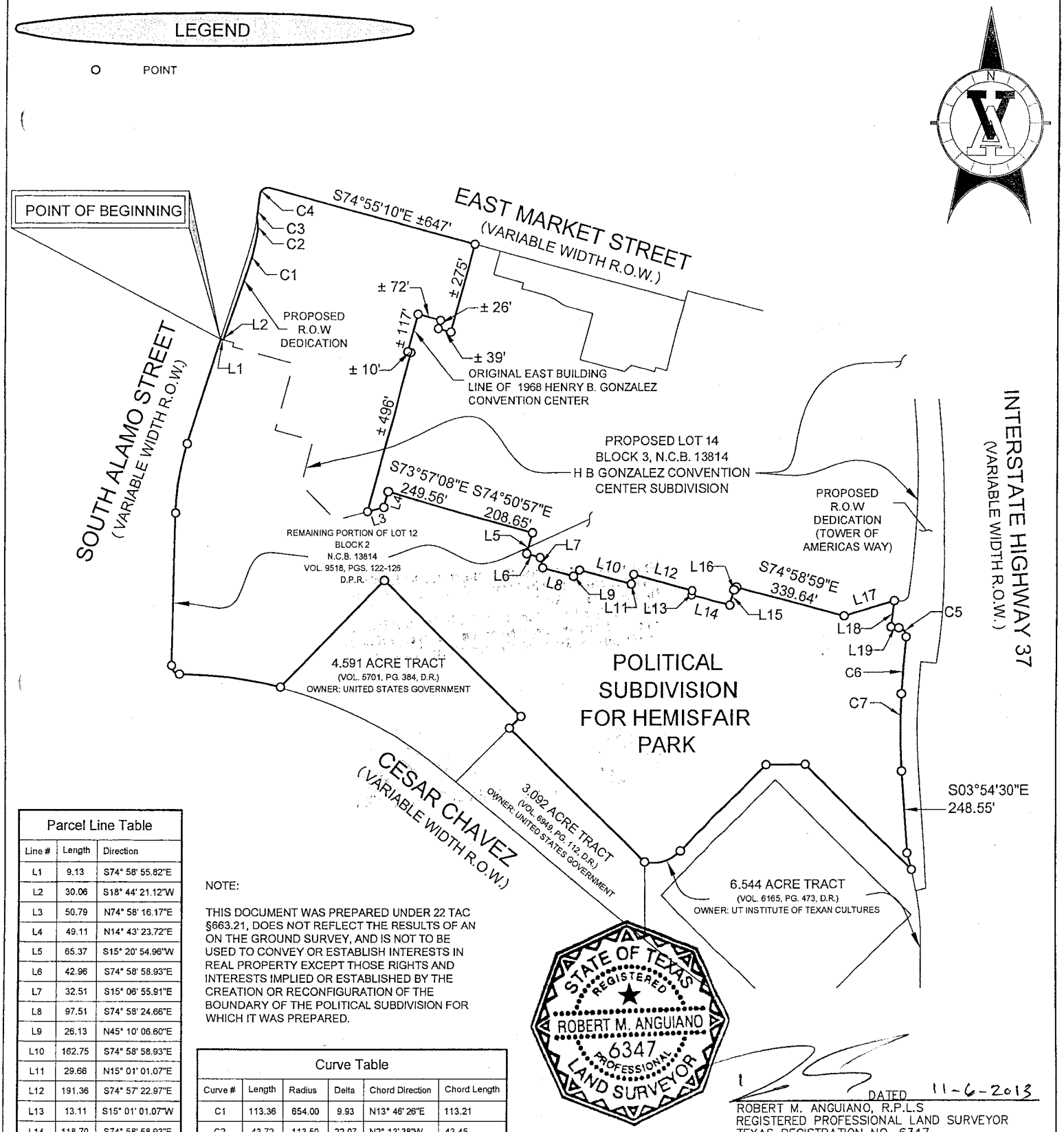
THENCE along the northeast line of said 4.591 acre tract, in a northwest direction to the north corner of said 4.591 acre tract, for a corner of the herein described tract;

THENCE along the northwest line of said 4.591 acre tract, in a southwesterly direction to a point on a curve to the left on the north R.O.W. line of Cesar Chavez, for a corner of the herein described tract.

THENCE along the common line of said R.O.W. and remaining portion of Lot 12, along said curve to the left, in a westerly direction to a point of curvature of a curve to the right at the northeast R.O.W. intersection of Cesar Chavez and South Alamo Street, for a corner of the herein described tract;

THENCE along the common line of said remaining portion of Lot 12 and said R.O.W., along said curve to the right, to a point on the east R.O.W. line of South Alamo Street, for a corner of the herein described tract;

THENCE along the common line of said South Alamo Street and Lot 12, in a north-northeasterly direction returning to the **POINT OF BEGINNING**.



Parcel Line Table		
Line #	Length	Direction
L1	9.13	S74° 58' 55.82"E
L2	30.06	S18° 44' 21.12"W
L3	50.79	N74° 58' 16.17"E
L4	49.11	N14° 43' 23.72"E
L5	65.37	S15° 20' 54.96"W
L6	42.96	S74° 58' 58.93"E
L7	32.51	S15° 06' 55.91"E
L8	97.51	S74° 58' 24.66"E
L9	26.13	N45° 10' 06.60"E
L10	162.75	S74° 58' 58.93"E
L11	29.66	N15° 01' 01.07"E
L12	191.36	S74° 57' 22.97"E
L13	13.11	S15° 01' 01.07"W
L14	118.70	S74° 58' 58.93"E
L15	47.69	N15° 01' 01.07"E
L16	10.44	N36° 36' 46.95"E
L17	157.18	N73° 14' 31.30"E
L18	80.00	S6° 58' 50.00"W
	23.02	N83° 01' 10.00"W

NOTE:

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	113.36	654.00	9.93	N13° 46' 26"E	113.21
C2	43.72	113.50	22.07	N2° 13' 38"W	43.45
C3	67.13	863.00	4.46	N7° 19' 20"E	67.11
C4	43.63	25.00	99.99	S55° 05' 14"W	38.30
C5	38.74	25.00	88.79	N38° 37' 38"W	34.98
C6	172.64	3449.70	2.87	S4° 27' 28"W	172.62
C7	235.10	1943.04	6.93	S0° 26' 31"E	234.96

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

DATED 11-6-2013

ROBERT M. ANGUIANO, R.P.L.S
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

POLITICAL SUBDIVISION METES & BOUNDS EXHIBIT FOR HEMISFAIR PARK, CITY OF SAN ANTONIO, BEXAR COUNTY TEXAS

SHEET 6 OF 6

PROJ NO. 2015-111-107
DATE: 11/06/2013
SCALE 1" = 400'
0 200 400

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway San Antonio, TX 78216
Telephone: (210) 349-3271
TBPLS: FIRM# 10004100

DATE	NO.	DESCRIPTION
	3	
	2	
	1	

REVISIONS

DRAWN BY: CDM
CHECKED BY: RMA
APPROVED BY:
FILE NO.
FILE LOCATION

Any provision herein which restricts the sale, or use of the described real property because of race 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 this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

NOV 07 2013

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20130231717 Fees: $64.00
11/07/2013 3:18PM # Pages 13
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

ATTACHMENT IV

AFTER RECORDING RETURN TO:
HEMISFAIR PARK PUBLIC FACILITIES
CORPORATION
Attn: Julián Castro, President
P. O. Box 839966
San Antonio, Texas 78283-3966

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTERESTE IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: December ____, 2013

Grantor: City of San Antonio, Texas, a Texas municipal corporation, pursuant to Ordinance No. _____, duly adopted by the City Council of City of San Antonio on December ____, 2013

Grantor's Mailing Address: P. O. Box 839966, San Antonio, Bexar County, Texas 78283-3966, Attention: City Attorney, 3rd Floor, City Hall.

Grantee: Hemisfair Park Public Facilities Corporation, a Texas non-profit corporation

Grantee's Mailing Address: P. O. Box 839966, San Antonio, Bexar County, Texas 78283-3966, Attention: City Attorney, 3rd Floor, City Hall.

Consideration: Cash and other good and valuable consideration and other benefits accruing to Grantor under that certain Hemisfair Park Redevelopment Master Plan approved by Grantor, as set forth in Ordinance No. _____, duly adopted by the City Council of the City of San Antonio on February 9, 2012, the sufficiency and receipt of all of which are hereby confessed and acknowledged.

Property (including any improvements):

> All of those parcels or tracts of land more particularly described on an instrument attached hereto marked for purposes of identification as Exhibit A and incorporated herein by reference for all purposes.

Reservations from Conveyance: All portions of the Property which may lie within a public road or right-of-way are saved and excepted from this conveyance.

Exceptions to Conveyance: This conveyance is subject to validly existing and effective easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes now owing and unpaid or which may be hereafter assessed against any part of the Property, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, transfers, 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 to Grantee and Grantee's legal representatives, successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS TRANSFER AND SALE IS MADE BY GRANTOR TO GRANTEE AS A LAND BANK PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 379C.104, LAND USED FOR WORLD EXPOSITION.

THIS PROPERTY IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "**AS IS**," "**WHERE IS**" AND "**WITH ALL FAULTS**," AND GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT, EMPLOYEE, OFFICER, ELECTED OFFICIAL OR OTHER REPRESENTATIVE OF GRANTOR. EXCEPT FOR THE GRANT AND DEVELOPMENT AGREEMENT, ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED IN THIS DEED WITHOUT WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE HEREBY RELEASES GRANTOR FROM ANY LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY AND CLAIMS BASED ON GRANTOR'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY), FOR, CONCERNING OR REGARDING:

A. THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE INCLUDING, WITHOUT LIMITATION, THE PUBLIC PURPOSE;

B. ANY IMPROVEMENTS OR SUBSTANCES LOCATED OR COMPRISING THE PROPERTY; OR

C. THE COMPLIANCE OF THE PROPERTY WITH ANY STATUTE, LAW, TREATY, RULE, CODE, ORDINANCE, REGULATION, PERMIT, OFFICIAL

INTERPRETATION, CERTIFICATE, JUDGMENT, DECISION, DECREE, INJUNCTION, WRIT, ORDER OR LIKE ACTION OF ANY FEDERAL, STATE, COUNTY, MUNICIPALITY, COURT, TRIBUNAL, REGULATORY COMMISSION OR OTHER OR OTHER GOVERNMENTAL ENTITY, AUTHORITY, AGENCY OR BODY, WHETHER LEGISLATIVE, JUDICIAL OR EXECUTIVE (OR A COMBINATION OR PERMUTATION THEREOF) WITH JURISDICTION OVER THE PROPERTY.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT PRIOR TO DELIVER OF THIS DEED WITHOUT WARRANTY, GRANTEE HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND GRANTEE HAS MADE ITS DETERMINATION AS TO (1) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS, AND (2) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO TRANSFER OF THE PROPERTY TO GRANTEE.

GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, RELATING TO THE PROPERTY, OR EITHER OF THEM, INCLUDING ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

[Signatures appear on following pages.]

Signed to be effective as of the first date above written.

GRANTOR:

CITY OF SAN ANTONIO, TEXAS, a Texas municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
[Assistant] City Attorney

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2013, by _____, _____ of **CITY OF SAN ANTONIO, TEXAS**, a Texas municipal corporation, on behalf of said municipal corporation.

_____
Notary Public in and for the State of Texas

My commission expires: _____

GRANTEE:
HEMISFAIR PARK PUBLIC FACILITIES CORPORATION,
a Texas non-profit corporation

By: _____
Name: Julián Castro
Title: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2013, by Julián Castro, President of Hemisfair Park Public Facilities Corporation, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

My commission expires: _____

EXHIBITS:

Exhibit A-1 Description of Property

EXHIBIT A TO DEED WITHOUT WARRANTY

[Description of Development Tracts – to be attached]