

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

**GIFT DEED**

Date: December \_\_, 2020

Grantor: **EL CENTRO MALL, LTD**, a Texas limited partnership

Grantor's Mailing Address:

70 NE Interstate Loop 410, Suite 185  
San Antonio, Bexar County, Texas 78216-5841

Grantee: **CITY OF SAN ANTONIO**

Grantee's Mailing Address:

Attn: \_\_\_\_\_  
P.O. Box 839966  
San Antonio, Bexar County, Texas 78283-3966

Consideration: Grantor's intention to make a gift as a charitable contribution under applicable income tax laws and regulations.

Property (including any improvements):

8.763 acres, more or less, out of Wildwood Subdivision, Unit 14, as recorded in Volume 9513, Pages 56-57, Deed and Plat Records, Bexar County, Texas, being out of an 88.092 acre tract out of Lot 29, 30, 35 and 36, as described in Volume 1333, Page 456, Deed and Plat Records, Bexar County, Texas, out of the Jose Alameda Survey No. 81, Abstract No. 26, New City Block (N.C.B.) 17929, City of San Antonio, Bexar County, Texas, and more particularly described by metes and bounds in **Exhibit A**, attached and incorporated hereto.

Reservations from and Exceptions to Conveyance and Warranty:

This Gift Deed is executed, delivered, and accepted subject to all and singular: ad valorem taxes for all past years, the current year, and all subsequent years, and taxes for subsequent assessments for the current and prior years due to changes in land usage and ownership; laws and governmental regulations, including all building codes, zoning regulations, and ordinances, that affect the use, operation, and maintenance of the Property; such state of facts as may be shown on an accurate and current survey or by inspection of the Property; mechanic's and materialmen's liens, lien affidavits, lien claims, and other liens affecting the Property, whether or

not of record; and all matters of record, as shown in the Official Public Records of Real Property of Bexar County, Texas.

Condition Subsequent to Conveyance:

A condition subsequent to this conveyance shall be the honorific naming of a public recreational facility on or adjacent to the Property in honor of Mr. Stanley Spigel, provided that such facility is developed or constructed by the City of San Antonio in the ten (10) years following the conveyance of the Property to Grantee. For purposes of this condition, a “public recreational facility” may include, without limitation, sports fields, trailhead, and parking area for the linear creekway, an adjacent segment of the linear creekway trails, or similar improvement.

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, **“AS IS, WITH ALL FAULTS”**, and other than Grantor’s warranty of title set forth herein, without any warranty whatsoever, express or implied. Notwithstanding anything contained herein to the contrary, it is understood and agreed that other than Grantor's warranty of title set forth herein, Grantor and Grantor’s agents or employees have not made and are not now making, and they specifically disclaim, any warranties, representations, or guaranties of any kind or character, express or implied, oral or written, past, present, or future, with respect to the Property.

Grantor, as owner of the Property, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty and the Condition Subsequent to Conveyance, grants, gifts, 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 heirs, successors, and assigns forever. Grantor binds Grantor and Grantor’s heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee’s heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this \_\_\_\_\_ day of December, 2020.

GRANTOR:

**EL CENTRO MALL, LTD.,**  
a Texas limited partnership

By: SS Real Estate Holdings, LLC,  
a Texas limited liability company,  
Its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of  
December, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of SS Real Estate  
Holdings, LLC, a Texas limited liability company, in its capacity as general partner of **EL  
CENTRO MALL, LTD.**, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas

AFTER RECORDING, PLEASE RETURN TO GRANTEE AT:

City of San Antonio

Attn: \_\_\_\_\_

P.O. Box 839966

San Antonio, Bexar County, Texas 78283

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY GUILBEAU ROAD SAN ANTONIO, BEXAR COUNTY, TEXAS

8.763 acres, more or less, out of Wildwood Subdivision, Unit 14, as recorded in Volume 9513, Pages 56-57, Deed and Plat Records, Bexar County, Texas, being out of an 88.092 acre tract out of Lot 29, 30, 35 and 36, as described in Volume 1333, Page 456, Deed and Plat Records, Bexar County, Texas, out of the Jose Alameda Survey No. 81, Abstract No. 26, New City Block (N.C.B.) 17929, City of San Antonio, Bexar County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" rebar on the north right-of-way line of Guilbeau Road (R.O.W. varies) on the east line of Lot 174, Block 7, Braun Station, Unit 15, as recorded in Volume 9502, Page 220, Deed and Plat Records, Bexar County, Texas, for the southwest corner of said 88.092 acre tract, the southwest corner of said Wildwood Subdivision, Unit 14 and the southwest corner of this parcel;

THENCE North 16°44'50" West, coincident with the common line of said Wildwood Subdivision, Unit 14, and said 88.092 acre tract, a distance of 306.47 feet to a 1/2" rebar found at an angle point of said 88.092 acre tract; and said Wildwood Subdivision, Unit 14, for an angle of this parcel;

THENCE in a northerly direction with the common line of said 88.092 acre tract and said Wildwood Subdivision, Unit 14, the following courses:

North 00° 06'16" East, a distance of 128.94 feet to a found 1/2" rebar for an angle;

North 11°18' 22" West, a distance of 507.71 feet to a 1/2" rebar with a Castella & Associates plastic cap set for the north corner of this parcel;

THENCE curving to the left with a radius of 445.50 feet, a central angle of 78°30' 33", an arc length of 610.44 feet, a chord of South 50° 33'46" East and a chord distance of 563.80 feet to a 1/2" rebar with a Castella & Associates plastic cap set at a point of tangency'

THENCE South 89°49'03" East, a distance of 315.86 feet to a 1/2" rebar with a Castella & Associates plastic cap set for the northeast corner of this parcel;

THENCE South 00°10'57" West, passing at 29.92 a reentrant corner of a 27.953 acre drainage easement as shown on the aforementioned plat of Wildwood Subdivision, Unit 14, and continuing with the west line of said easement a total distance of 562.92 feet to a 1/2" rebar with a Castella & Associates plastic cap set on the north line of Guilbeau Road and the south line of the aforementioned Wildwood Subdivision, Unit 14, at the southwest corner of said drain for the southeast corner of this parcel;

THENCE North 89°49'03" West, with the above mentioned common line, a distance of 561.88 feet to the POINT OF BEGINNING and containing 8.763 acres, more or less.