Real Estate Sales Contract

(421 South Alamo)

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Authorizing Ordinance:

Authority for Negotiated Sale: Local Government Code § 272.001 (a)

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, TCI)

Phone: 210-207-7370

Email: marcia.shelforlandi@sanantonio.gov

Type of Entity: Texas municipal corporation

Seller's Counsel: Audrey Zamora

Address: City Attorney's Office, P.O. Box 839966, San Antonio, Texas 78283-3966

Phone: 210-207-8940

Email: audrey.zamora@sanantonio.gov

Buyer: HH San Antonio, LLC

Address: 14185 Dallas Parkway, Suite 1100
Dallas, Texas 75254

Phone: (972) 778-9369

Email: bnandipati@ashfordinc.com

Type of Entity: LLC, REIT

Buyer's Counsel: Bobby Nandipati,Associate Counsel

Address: 14185 Dallas Parkway, Suite 1100
Dallas, Texas 78254

Phone: (972) 778-9369

Email: bnandipati@ashfordinc.com

Buyer's Broker: Mike Weiss
4M Realty Company

Address: 8207 Callaghan Road, Suite 400
San Antonio, Texas 78230

Phone: (210) 342-4242

Email: mike@4mrealty.com

Property: The land commonly known as The German English School, 421 South Alamo Street, and more fully described in Exhibit A ("Land"), together with improvements to the Land ("Improvements").

Title Company: Chicago Title

Address: 270 N. Loop 1604 East, Suite 120, San Antonio, TX 78232

Phone: (210) 482-3560

Email: Doug.becker@ctt.com

Underwriter: Douglas W. Becker

Purchase Price: $1,900,000.00

Earnest Money: $5,000.00

Effective Date: The later of (A the effective date of the Authorizing Ordinance and (B) the date a representative of the Title Company signs a receipt for this fully executed contract

County for Performance Bexar County, Texas

1. Deadlines and Other Dates.

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or federal or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. Time is of the essence.

1.01.	Earnest Money Deadline	10	Days after the Effective Date
1.02.	Delivery of Title Commitment	20	Days after the Effective Date
1.03.	Delivery of Survey		Already in Buyer's possession
1.04.	Delivery of legible copies of instruments referenced in the Title Commitment and Survey	20	Days after the Effective Date
1.05.	Delivery of Seller's records as specified in Exhibit C	10	Days after the Effective Date

1.06.	Asbestos Survey Deadline		Buyer and Seller both acknowledge receipt of documents in satisfaction of local ordinance (Chapter 6) and state statute if applicable.
1.07.	Buyer's Objection Deadline	20	Days after the receipt of the Title Commitment (and legible copies of instruments referenced in the Title Commitment, and the Survey)
1.08.	Seller's Cure Notice Deadline	10	Days after Buyer's Objection Deadline
1.09.	Buyer's Termination Deadline	10	Days after Seller's Cure Notice Deadline
1.10.	End of Inspection Period	60	Days after the Effective Date
1.11.	Closing Date	30 days after the Inspection Period	
1.12.	Closing Time	10:00 A.M.	

The deadlines may be altered by the mutual agreement of the parties. The Director of the Capital Improvements Management Services Department may consent to such changes on behalf of Seller without further authorization of City Council.

2. Closing Documents.

2.01. At closing, Seller will deliver the following items:

Deed Without Warranty

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

Notices, statements, and certificates as specified in Exhibit C

2.02. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

Purchase Price

2.03. The documents listed above are collectively known as the "Closing Documents." Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit D**.

3. Exhibits.

The following are attached to and are part of this contract for all purposes as if fully set forth:

Exhibit A—Description of the Land

Exhibit B—Representations

Exhibit C—Notices

Exhibit D—Form of Deed

4. Purchase and Sale of Property.

4.01. Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The contract may be assigned by either party so as long as the other party to the contract approves, and such assignment and approval are in writing. A party may not withhold approval unreasonably.

4.02. The Property includes all improvements situated on it, together with all right, title, and interest of Seller, if any, in and to all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the **"Additional Interests"**); except that the Additional Interests do not include, and Seller specifically reserves, such of the following interests as Seller

holds by virtue of being a municipality as opposed to the owner of the fee-simple interest in the Property: utility easements, drainage easements, streets, alleys, and other rights-of-way dedicated for public use.

5. Earnest Money.

5.01. Buyer must deposit the Earnest Money with the Title Company no later than the Earnest Money Deadline. Title Company must execute and deliver to both Buyer and Seller an earnest money receipt substantially in the form attached at the end of this agreement.

5.02. Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money. Accrued interest is a credit against the purchase price at closing.

6. Title and Survey.

6.01. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: **Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.**

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.*

6.03.01. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and

certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

6.03.02. If Seller does not object to the survey within 20 days after Buyer delivers it to Seller, the land subject to the survey automatically becomes the Land subject to this contract, and the field notes and plat of the survey automatically becomes Exhibit A to this agreement, whether or not physically attached.

6.04. *Delivery of Title Commitment, Survey.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section 1.

6.05. *Buyer's Objections.* Buyer has until the Buyer's Objection Deadline to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Buyer's Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Buyer's Objection by the Buyer's Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions."

6.06. If Buyer notifies Seller of any Buyer's Objections, Seller has until Seller's Cure Notice Deadline to notify Buyer whether Seller agrees to cure the Buyer's Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Buyer's Objections before closing, Buyer may, on or before Buyer's Termination Deadline, notify Seller that this contract is terminated. In absence of such timely notice, Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Buyer's Objections that Seller has agreed to cure in the Cure Notice.

6.07. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Buyer's Objections that Seller has agreed to cure.

6.08. *Asbestos Survey.* Seller must deliver to Buyer an asbestos survey of the Property not later than Asbestos Survey Deadline, in accordance with the provisions of § 6-293 of the City Code of the City of San Antonio, Texas.

7. Inspection Period.

7.01. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. If the Property is altered because of Buyer's inspections, Buyer must return the Property substantially to its preinspection condition promptly after the alteration occurs;

e. Upon termination of this contract by Buyer and only upon written request from Seller, the Buyer must deliver to Seller copies of all inspection reports in connection with the physical property that Buyer prepares or receives from third-party consultants or contractors within one week of their preparation or receipt; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

7.02. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason or no reason at all by notifying Seller before the end of the Inspection Period.

7.03. *Buyer's Indemnity and Release of Seller.*

a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, reasonable attorney's fees, expenses, or claims arising directly and solely out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection.

b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for reasonable attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

8. Representations.

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. This Section 8 shall survive the Closing or early termination of this contract.

9. Condition until Closing; No Recording of Contract.

9.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Buyer and Seller acknowledge the current lease ("Lease") of the Property, per City of San Antonio Ordinance 61560 (10/3/85), and Buyer agrees to continue to abide by the terms of that lease.

9.02. *Casualty Damage.* Seller will notify Buyer in writing promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. In such case, Buyer may terminate this contract by giving notice to Seller within 15 days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

9.03. *Condemnation.* Seller will notify Buyer in writing promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. In such case, Buyer may terminate this contract by giving notice to Seller within 15 days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

9.04. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

10. Termination.

10.01. *Disposition of Earnest Money after Termination.*

a *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.

b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

10.02. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

11. Closing.

11.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing

Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Possession.* Seller will deliver possession of the Property to Buyer, subject only to the Permitted Exceptions existing at closing.

e. Buyer need not close if Seller cannot or does not deliver indefeasible title at closing subject only to the Permitted Exceptions. If Buyer does not close for want of indefeasible title, the earnest money is returned to Buyer.

11.02. *Transaction Costs.*

a. Buyer will pay:

i. the basic charge for the Title Policy;

ii. one-half of the escrow fee charged by Title Company;

iii. the costs to prepare the deed;

iv. the costs to record all documents to cure Title Objections agreed to be cured by Seller;

v. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;

vi. the additional premium for the "survey/area and boundary deletion" in the Title Policy

vii. the costs to obtain certificates or reports of ad valorem taxes;

viii. the costs to deliver copies of the instruments described in article 1; and

ix. Buyer's expenses and attorney's fees.

b. Seller will pay:

i. one-half of the escrow fee charged by Title Company;

ii. the costs to obtain, deliver, and record all documents other than those to be recorded at Buyer's expense;

iii. Seller's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Property owned by Seller is exempt under Texas Property Tax Code § 11.11. At closing property taxes will be prorated according to Texas Tax Code § 26.10. Seller assumes no responsibility for ad valorem taxes for any period, rollback or otherwise, not otherwise imposed on it by law.

d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice. This Section 11.02 (d) shall survive the Closing or termination of this Contract.

e. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors. This Section 11.02 (e) shall survive the Closing or termination of this Contract.

12. Default and Remedies.

12.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract and such failure continues for 5 days after Buyer provides notice of same to Seller or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

b. *Termination.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money paid to Buyer.

12.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract and such failure continues for 5 days after Buyer provides notice of same to Buyer ("Buyer's Default"), Seller may elect the following as its sole and exclusive remedy:

a. *Termination.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract within 10 days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.

13. Prohibited Interests in Contracts.

13.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02. Buyer warrants and certifies as follows:

(i) Buyer and its officers, employees and agents are neither officers nor employees of the City.

(ii) Buyer has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03. Buyer acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Dispute Resolution.

14.01 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.

14.02. 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.

14.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

14.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

14.05. 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.

14.06. Mediator fees must be borne equally.

14.07. The parties need not mediate before going to court for either party to seek emergency injunctive relief.

15. Miscellaneous Provisions.

15.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

15.02. *Severability.* If any portion hereof is determined to be invalid or unenforceable, such determination does not affect the remainder hereof.

15.03. *Successors.* This Agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

15.04. *Integration.* **This Written Agreement 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.**

15.05. *Modification.*

15.05.01. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

15.05.02. The Director of Transportation and Capital Improvements 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 Agreement.

15.06. *Third Party Beneficiaries*. This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

15.07. *Notices*. Any notice provided for or permitted hereunder must be in writing and delivered by hand, transmitted by facsimile transmission, sent prepaid for next-day delivery by Federal Express (or a comparable overnight delivery service) or by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation, notices must be addressed to the attention of its President. Notice shall be deemed given or made (as the case may be) when actually delivered to or refused by the intended recipient, or on the same day if transmitted by facsimile transmission prior to 5:00 PM local time of the recipient. 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.

15.08. *Pronouns*. In construing this Agreement, 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 Agreement, not to any particular provision of it.

15.09. *Captions*. Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.

15.10. *Counterparts*. This Agreement 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 agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

15.11. *Further Assurances*. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, shall alter the rights or obligations of the parties as contained in this agreement. This Section 15.11 shall survive the Closing.

15.12. *Assignment.* With Seller's consent, which is not to be unreasonably withheld, Buyer may assign this contract and Buyer's rights under it. Any other assignment is void.

15.13. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

15.14. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

15.15. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

15.16. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties (including, without limitation, lawyers, accountants, consultants, lenders and their successors and/or assigns) to advise or assist Buyer to investigate the Property or either party to close this transaction.

15.17. *Waiver of Consumer Rights.* **Buyer Waives Its Rights Under The Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 *et seq.* of The Texas Business and Commerce Code, A Law That Gives Consumers Special Rights and Protections. After Consultation With an Attorney of Its Own Selection, Buyer Voluntarily Consents To This Waiver.**

15.18. *Incorporation by Reference.* All exhibits to this Agreement are incorporated into it by reference for all purposes as if fully set forth.

15.19. *Replatting and Historic Designation.* Buyer acknowledges that if the Property has been subdivided without replatting, and the law requires replatting, Buyer assumes that obligation. Buyer also acknowledges that if the property is zoned such that it is a historic landmark, within a historic district, within a River Improvement Overlay District, within a Downtown district, or any other designation

as applicable under City of San Antonio codes, additional review from boards, commissions, or offices such as the Historic and Design Review Commission or Office of Historic Preservation may be required for improvements to the Property.

15.20. *Administrative Agreements*. The Director of the Transportation and Capital Improvements Department ("TCI") and the Assistant Director for Support Services of TCI may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults.

15.21 *City Process*. Nothing in this Agreement obligates the City to take any particular action(s) or make any particular decision(s) regarding sale of the Property, or regarding any issues raised by the City's consideration of a possible sale of the Property, except as stated above, whether such action(s) or decision(s) would customarily be made by the City Council, the Planning Commission or any department of the City. Nor shall this Agreement be deemed to constitute any prejudgment or predetermination of any matters required or permitted to be considered as part of the City's determination whether to sell the Property, or whether to take any related discretionary action(s), including waiver of any permit requirements, costs or abbreviation of any city procedures. Seller will cooperate with Buyer to the extent allowed by law and as directed by its governing body. Buyer understands that there is no agreement or guarantee related to the outcome or approval of any application that Buyer may submit for the Property.

16. 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

17. Brokers' Commission.

Each party represents to the other that neither party dealt with any real estate broker in connection with this transaction and that no commissions are due in respect of this transaction. In case of a dispute over the amount or allocation of any commission, the Title Company may nevertheless close the transaction and deliver the deed to Buyer, holding open only the distribution of proceeds to Seller. Buyer shall hold Seller harmless from and against any claims, suits, demands or liabilities of any kind or nature whatsoever arising on account of the claim of any other person, firm or corporation to a real estate brokerage commission or a finder's fee as a result of having dealt with Buyer, or as a result of having introduced Buyer to Seller or to the

Property. Seller warrants and represents to Buyer that Seller has not dealt with any real estate broker in connection with this transaction, nor has Seller been introduced to Buyer by any real estate broker. The provisions of this Section 17 shall survive the Closing and any termination of this contract.

Seller:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved as to Form:

_____

City Attorney

Buyer:

HH San Antonio, LLC, a Deleware limited liability company

By:_____

Printed Name:David Brooks

Title:Vice President

Date: 2/23/2016

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer: HH San Antonio LLC

Address: 14185 Dallas Parkway, Suite 1100
Dallas, Texas 75254

Property:

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

Chicago Title

By:_____

Printed
Name: Douglas W. Becker

Title:_____

Date:_____

Title Company Receipt for Earnest Money

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer:

Address:

Property:

Title Company acknowledges receipt from Buyer of earnest money in the amount set forth below:

Amount: _____

Chicago Title

By:_____

Printed
Name: Douglas W. Becker

Title:_____

Date:_____

Exhibit A: Property Description

FORD ENGINEERING, INC.

Date: August 24, 2015
Project No: 1802.05

FIELD NOTES DESCRIPTION
0.9827 Acres
(42,807.90 Sq. Ft.)

A 0.9827 acre (42,807.90 sq. ft.) tract of land being a portion of Lots 4 and 5, N.C.B. 155 conveyed to the City of San Antonio in Volume 3311, Page 465 of the Deed Records of Bexar County, Texas (City of San Antonio Ordinance No. 834362) and a being a portion of Lot 10, N.C.B. 155 conveyed to the City of San Antonio in Volume 5293, Page 446 of the Deed Records of Bexar County, Texas; being more particularly described as follows:

BEGINNING: at a ½ inch iron rod (N = 13,702,869.391 E = 2,131,714.514) found on the Western line of South Alamo Street (variable width R.O.W.) for the Southeastern corner of said Lot 4, the Northeastern corner of Lot 35, N.C.B. 155 of the Arciniega Subdivision as shown on a plat recorded in Volume 8500, Page 229 of the Deed and Plat Records of Bexar County, Texas, for the Southeastern corner of this tract;

THENCE: N 75°09'01" W – 241.49 feet along the Southern line of said Lot 4, the Northern line of said Lot 35 to a ½ inch iron rod found for a corner of said Lot 35, the Southeastern corner of that certain 0.247 acre tract of land conveyed to St. Johns Evangelical Lutheran Church of San Antonio, Texas in Volume 5293, Page 449 of the Deed Records of Bexar County, Texas, a corner of that certain 1.9234 acre St. Johns Evangelical Lutheran Church of San Antonio, Texas tract as described in a Deed of Trust recorded in Volume 4877, Page 1448 of the Official Public Records of Real Property of Bexar County, Texas, for the Southwestern corner of this tract, from which a ½ inch iron rod found for the Northwestern corner of said Lot 35, a corner of the said 1.9234 acre tract bears N 76°34'22" W – 77.60 feet;

THENCE: N 08°44'24" E – along the Eastern line of the aid 0.247 acre tract, the Eastern line of the said 1.9234 acre tract, at 139.73 feet pass a ½ inch iron rod found, **a distance in all of 286.12 feet** to a nail in concrete (N = 13,703,214.079, E = 2,131,524.567) found on the Southern line of East Nueva Street (86' R.O.W.) for the Northeastern corner of the said 1.9234 acre tract, for the Northwestern corner of this tract.

THENCE: S 79°57'15" E – 52.78 feet along the Southern line of said East Nueva Street to a nail in concrete found for the Northeastern corner of said Lot 10, the Northwestern corner of that certain 0.284 acre tract of land conveyed to Carol Lee Klose Properties, LLC in Volume 15444, Page 1591 of the Official Public Records of Real Property of Bexar County, Texas, for a corner of this tract, from which a Chiseled "X" in concrete found for the Northeastern corner of the said 0.284 acre tract, the Northwestern corner of that certain

0.307 acre tract of land conveyed to the City of San Antonio in Volume 5961, Page 84 of the Deed Records of Bexar County, Texas bears S 79°23'02" E – 88.12 feet;

THENCE: S 09°04'58" W – 145.54 feet along the Eastern line of said Lot 10, the Western line of the said 0.284 acre tract to a ½ inch iron rod found for the Southwestern corner of the said 0.284 acre tract, the Southeastern corner of said Lot 10, for a corner of this tract;

THENCE: S 81°19'20" E – 84.63 feet along the Southern line of the aid 0.284 acre tract to a point for corner at a adjoin building corner for a corner of this tract;

THENCE: S 81°02'20" E – 0.30 feet to a point for corner on the Western line of the said City of San Antonio 0.307 acre tract for the Southeastern corner of the said 0.284 acre tract, a corner of this tract, from which a Mag Nail found bears S 67°29'33" E – 0.09 feet;

THENCE: S 10°13'32" W – 0.93 feet to a ½ inch iron rod found for the Southwestern corner of the said 0.307 acre tract of land, for a corner of this tract;

THENCE: S 81°39'24" E – 91.54 feet along the Southern line of the said 0.307 acre tract to a Chiseled "X" in concrete found on the Western line of said South Alamo Street, for the Southeastern corner of the said 0.307 acre tract, the Northeastern corner of this tract;

THENCE: Along the Western line of said South Alamo Street, a non-tangent curve to the left having a Delta angle of 08°23'52", a Radius of 863.00 feet, an Arc length of 126.49 feet and a Chord bearing of S 05°38'25" W – 126.38 feet to a Chiseled "X" in tile pavers found for a corner of this tract;

THENCE: S 01°26'58" W – 39.00 feet continuing along the Western line of said South Alamo Street to the **POINT OF BEGINNING** and containing 0.9827 acres (42,807.90 sq. ft.) of land, *according to a survey made on the ground under my supervision*

Corresponding plat prepared.
1802.05fn.docx

BEARINGS AND COORDINATES ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93; COORDINATES SHOWN HEREON HAVE AN APPLIED SURFACE SCALE FACTOR OF 1.00017.

Rex L. Hackett
Registered Professional Land Surveyor
License Number 5573

10927 WYE DRIVE, SUITE 104, SAN ANTONIO, TEXAS 78217 (210) 590-4777 FAX: 590-4940
1-800-332-3109 Web Site: www.fordengineering.com TBPE No. F-1162 TBPLS No. 10018400

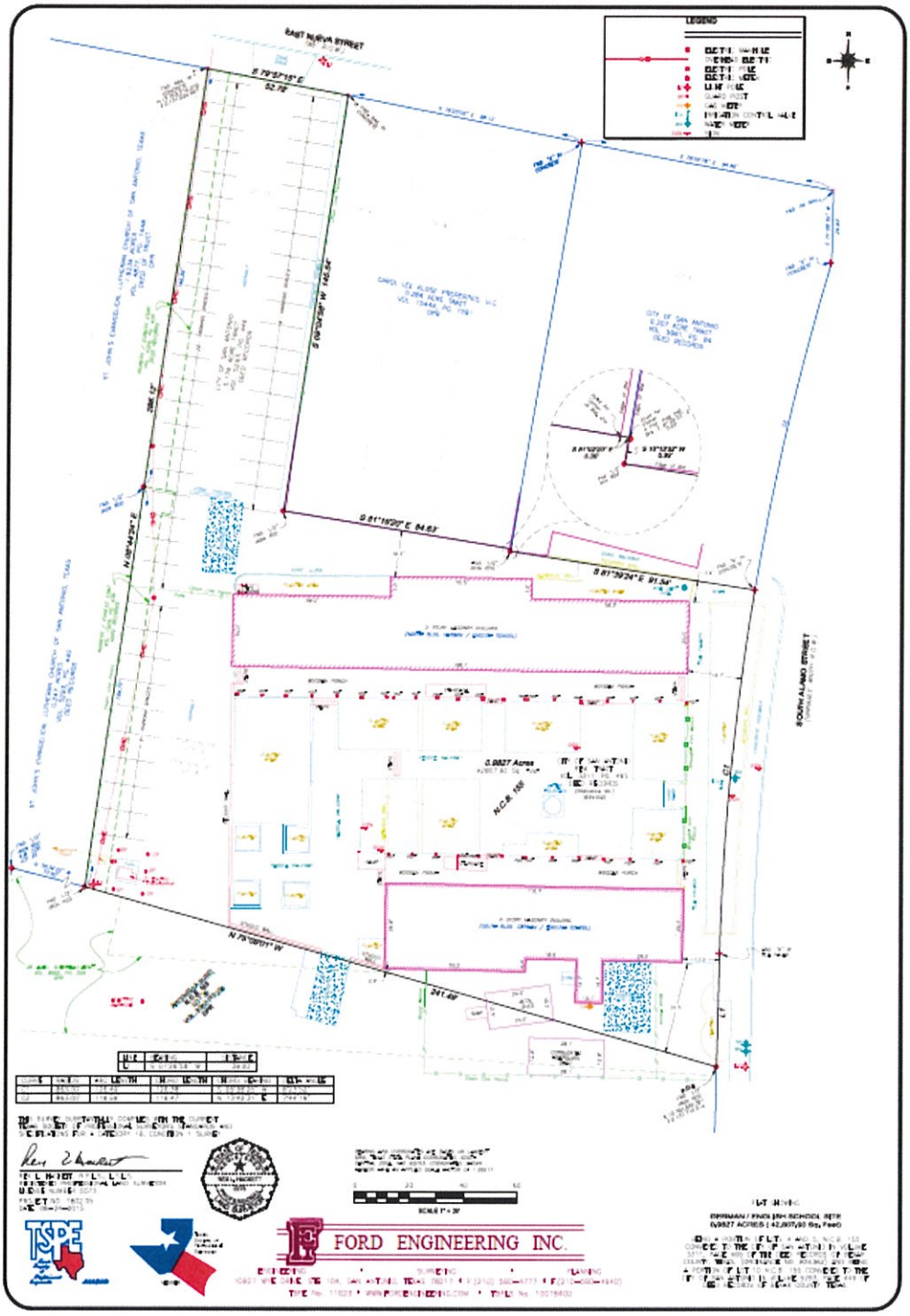

LEGEND
EAST NUEVA STREET
SOUTH ALAMO STREET
0.9827 Acres
FORD ENGINEERING INC.

Exhibit B: Representations

Representations; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Texas Municipal Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's

performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *Personal Property.* The Property contains no personal property of Seller.

9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

10. *No Warranty.* Seller has made no warranty in connection with this contract.

The provisions of this Exhibit B, subsection (A), shall survive the Closing and any termination of this contract.

B. "As Is, Where Is"

This Contract Is An Arms-Length Agreement Between The Parties. The Purchase Price Was Bargained On The Basis Of An "As Is, Where Is" Transaction And Reflects The Agreement Of The Parties That There Are No Representations, Disclosures, Or Express Or Implied Warranties, Except For The Warranty Of Title Stated In The Closing Documents And Seller's Representations To Buyer Set Forth In Section A Of This Exhibit B.

The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. All Warranties Are Disclaimed.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

C. Environmental Matters

After Closing, As Between Buyer And Seller, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Buyer, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing, unless such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller). Once Closing Has Occurred, Buyer Indemnifies, Holds Harmless, And Releases Seller From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (CERCLA), The Resource Conservation And Recovery Act (RCRA), The Texas Solid Waste Disposal Act, Or The Texas Water Code, provided however that Buyer shall not be required to indemnify Seller if such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller). Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Seller's Own Negligence Or The Negligence Of Seller's Representatives, unless such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller). Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Sellers In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property, Buyer shall not be required to indemnify Seller if such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller).

The provisions of this section C regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

D. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Buyer is a limited liability corporation, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to acquire the Property from Seller. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Buyer that might affect Buyer's ability to perform its obligations under this contract.

Exhibit C: Notices

Notices, Statements, and Certificates

The following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Notice concerning asbestos

Exhibit D: Form of Deed

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(a)
SP No./Parcel:	1889
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:	HH San Antonio LLC
Grantee's Mailing Address:	14185 Dallas Parkway, Suite 1100 Dallas, Texas 75254
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: 421 South Alamo, 0.9798 acre (42,679.40 sq. ft.) parcel out of Lots 4, 5 and 10, Block 4, NCB 155, 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, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

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

A. Reservations: Grantor specifically reserves for itself a varying width electric and anchor easement consisting of approximately .075 of an acre more particularly described by metes and bounds and shown by survey on **Exhibit "B"** attached hereto and incorporated herein verbatim for all

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

C. Restrictions: All covenants and restrictions affecting the Property, including any that can be shown to have been in place when Grantor received the property per the the Deed of Exchange recorded in Volume 3311, Page 465 of the Plat and Deed Records of Bexar County, Texas and survive the conveyance to Grantee.

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.

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:_____

Draft. This is only to show the agreed form of the final document. This draft is neither ready nor suitable to be signed.

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:_____

After Recording, Return To:

_____

_____

_____

Deed Exhibit A

FORD ENGINEERING, INC.

Date: August 24, 2015
Project No: 1802.05

FIELD NOTES DESCRIPTION
0.9827 Acres
(42,807.90 Sq. Ft.)

A 0.9827 acre (42,807.90 sq. ft.) tract of land being a portion of Lots 4 and 5, N.C.B. 155 conveyed to the City of San Antonio in Volume 3311, Page 465 of the Deed Records of Bexar County, Texas (City of San Antonio Ordinance No. 834362) and a being a portion of Lot 10, N.C.B. 155 conveyed to the City of San Antonio in Volume 5293, Page 446 of the Deed Records of Bexar County, Texas; being more particularly described as follows:

BEGINNING: at a ½ inch iron rod (N = 13,702,869.391 E = 2,131,714.514) found on the Western line of South Alamo Street (variable width R.O.W.) for the Southeastern corner of said Lot 4, the Northeastern corner of Lot 35, N.C.B. 155 of the Arciniega Subdivision as shown on a plat recorded in Volume 8500, Page 229 of the Deed and Plat Records of Bexar County, Texas, for the Southeastern corner of this tract;

THENCE: N 75°09'01" W – 241.49 feet along the Southern line of said Lot 4, the Northern line of said Lot 35 to a ½ inch iron rod found for a corner of said Lot 35, the Southeastern corner of that certain 0.247 acre tract of land conveyed to St. Johns Evangelical Lutheran Church of San Antonio, Texas in Volume 5293, Page 449 of the Deed Records of Bexar County, Texas, a corner of that certain 1.9234 acre St. Johns Evangelical Lutheran Church of San Antonio, Texas tract as described in a Deed of Trust recorded in Volume 4877, Page 1448 of the Official Public Records of Real Property of Bexar County, Texas, for the Southwestern corner of this tract, from which a ½ inch iron rod found for the Northwestern corner of said Lot 35, a corner of the said 1.9234 acre tract bears N 76°34'22" W – 77.60 feet;

THENCE: N 08°44'24" E – along the Eastern line of the aid 0.247 acre tract, the Eastern line of the said 1.9234 acre tract, at 139.73 feet pass a ½ inch iron rod found, **a distance in all of 286.12 feet** to a nail in concrete (N = 13,703,214.079, E = 2,131,524.567) found on the Southern line of East Nueva Street (86' R.O.W.) for the Northeastern corner of the said 1.9234 acre tract, for the Northwestern corner of this tract.

THENCE: S 79°57'15" E – 52.78 feet along the Southern line of said East Nueva Street to a nail in concrete found for the Northeastern corner of said Lot 10, the Northwestern corner of that certain 0.284 acre tract of land conveyed to Carol Lee Klose Properties, LLC in Volume 15444, Page 1591 of the Official Public Records of Real Property of Bexar County, Texas, for a corner of this tract, from which a Chiseled "X" in concrete found for the Northeastern corner of the said 0.284 acre tract, the Northwestern corner of that certain

0.307 acre tract of land conveyed to the City of San Antonio in Volume 5961, Page 84 of the Deed Records of Bexar County, Texas bears S 79°23'02" E – 88.12 feet;

THENCE: S 09°04'58" W – 145.54 feet along the Eastern line of said Lot 10, the Western line of the said 0.284 acre tract to a ½ inch iron rod found for the Southwestern corner of the said 0.284 acre tract, the Southeastern corner of said Lot 10, for a corner of this tract;

THENCE: S 81°19'20" E – 84.63 feet along the Southern line of the aid 0.284 acre tract to a point for corner at a adjoin building corner for a corner of this tract;

THENCE: S 81°02'20" E – 0.30 feet to a point for corner on the Western line of the said City of San Antonio 0.307 acre tract for the Southeastern corner of the said 0.284 acre tract, a corner of this tract, from which a Mag Nail found bears S 67°29'33" E – 0.09 feet;

THENCE: S 10°13'32" W – 0.93 feet to a ½ inch iron rod found for the Southwestern corner of the said 0.307 acre tract of land, for a corner of this tract;

THENCE: S 81°39'24" E – 91.54 feet along the Southern line of the said 0.307 acre tract to a Chiseled "X" in concrete found on the Western line of said South Alamo Street, for the Southeastern corner of the said 0.307 acre tract, the Northeastern corner of this tract;

THENCE: Along the Western line of said South Alamo Street, a non-tangent curve to the left having a Delta angle of 08°23'52", a Radius of 863.00 feet, an Arc length of 126.49 feet and a Chord bearing of S 05°38'25" W – 126.38 feet to a Chiseled "X" in tile pavers found for a corner of this tract;

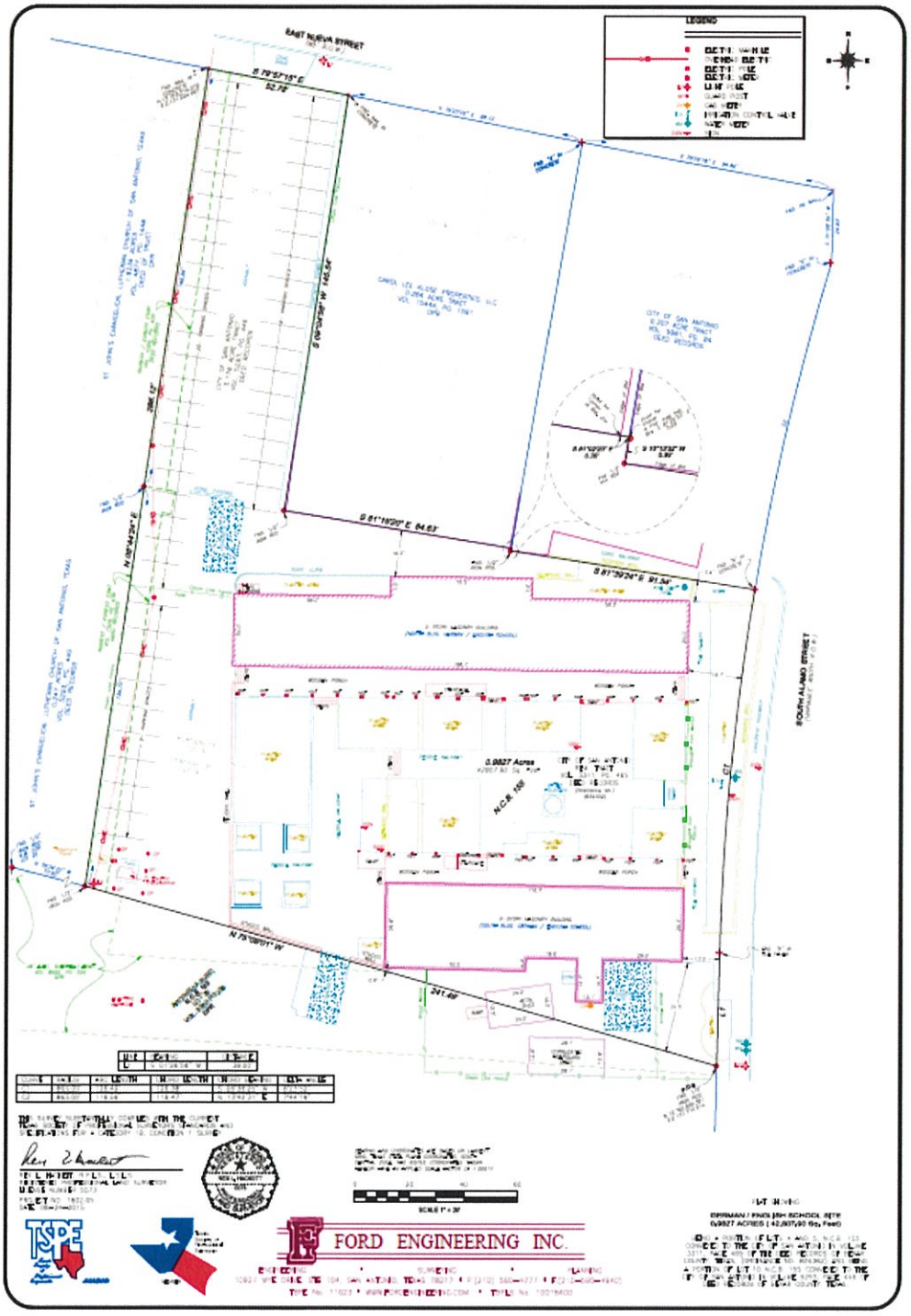
THENCE: S 01°26'58" W – 39.00 feet continuing along the Western line of said South Alamo Street to the **POINT OF BEGINNING** and containing 0.9827 acres (42,807.90 sq. ft.) of land, *according to a survey made on the ground under my supervision*

Corresponding plat prepared.
1802.05fn.docx

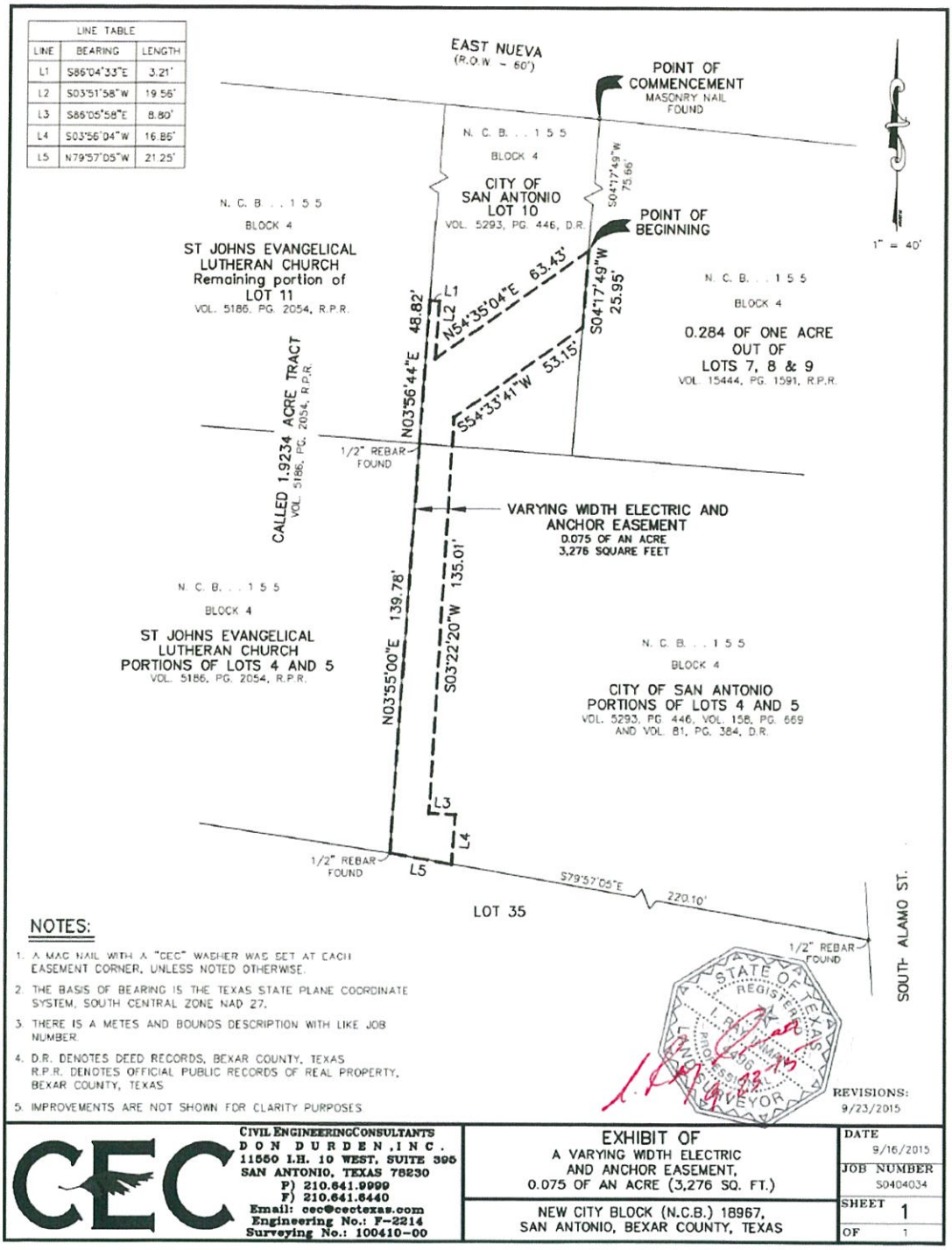
BEARINGS AND COORDINATES ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93; COORDINATES SHOWN HEREON HAVE AN APPLIED SURFACE SCALE FACTOR OF 1.00017.

Rex L. Hackett
Registered Professional Land Surveyor
License Number 5573

10927 WYE DRIVE, SUITE 104, SAN ANTONIO, TEXAS 78217 (210) 590-4777 FAX: 590-4940
1-800-332-3109 Web Site: www.fordengineering.com TBPE No. F-1162 TBPLS No. 10018400


LEGEND
EAST NUEVA STREET
SOUTH ALAMO STREET
0.9827 Acres
FORD ENGINEERING INC.

Deed Exhibit B



CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

September 16, 2015
Job No.: S404034
German School Easement

METES AND BOUNDS DESCRIPTION
FOR
A VARYING WIDTH ELECTRIC AND ANCHOR EASEMENT

0.075 of an acre (3,276 square feet) situated in a tract of land known as a portion of Lots 4, 5 and 10, Block 4, New City Block 155, city of San Antonio, Bexar County, Texas , said portions of Lots 4, 5 and 10 being described in three deeds as recorded in Volume 5293, Page 446, Volume 158, Page 669 and Volume 81, Page 384, Deed Records, Bexar County Texas, said potion of Lots 4, 5 and 10, Block 4 also being known as that certain lease area as recorded in Volume 2028, Page 6, Official Public Records of Real Property, Bexar County, Texas. The herein described varying width electric easement being more particularly described in a clockwise manner as follows:

COMMENCING at a found masonry nail in the southwest right of way line of East Nueva Street (a 60 foot right of way) and its intersection with the easterly line of the above referenced Lot 10; **THENCE, S 04°17'49" W, 75.66 feet** to a set mag nail with "CEC" washer in the east line of said Lot 10 at the northeast corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, S 04°17'49" W, 25.95 feet, along the east line of said Lot 10, to a set mag nail with "CEC" washer in the east line of said Lot 10 at the easternmost southeast corner of this parcel;

THENCE, S 54°33'41" W, 53.15 feet, to a set mag nail with "CEC" washer at an angle point of this parcel;

THENCE, S 03°22'20" W, 135.01 feet to a set mag nail with "CEC" washer at an angle point of this parcel;

THENCE, S 86°05'58" E, 8.80 feet, to a set mag nail with "CEC" washer at an angle point of this parcel;

THENCE, S 03°56'04" W, 16.86 feet to a set mag nail with "CEC" washer in the northeast line of Lot 35, Block 4, New City Block 155, at an angle point of this parcel, from which a found ½ rebar at the northeast corner of said Lot 35 bears **S 79° 57' 05" E, 220.10** feet;

LAREDO · SAN ANTONIO · BRYAN/COLLEGE STATION

11550 I.H. 10 WEST, SUITE 395 | SAN ANTONIO, TEXAS 78230-1037 | (210) 641-9999 | FAX: (210) 641-6440
TEXAS FIRM REGISTRATION NUMBERS: ENGINEERING F-2214 | SURVEYING 100410 | WWW.CECTEXAS.COM

THENCE, N 79°57'05" W, 21.25 feet, to a found ½" rebar at the southeast corner of a certain called 1.9234 acre tract, said 1.9234 acre tract being comprised of a portion of lots 4, 5 and 11, Block 4, as recorded in Volume 5186, page 2054, Real Property Records, Bexar County, Texas, also being the southwest corner of this parcel;

THENCE, N 03°55'00" E, 139.78 feet, along and with the easterly line of said 1.9234 acre tract, to a found ½" rebar at an angle point of said 1.9234 acre tract and this parcel;

THENCE, N 03°56'44" E, 48.82 feet, continuing along and with the easterly line of said 1.9234 acre tract, to a set mag nail with "CEC" washer at the northwest corner of this parcel;

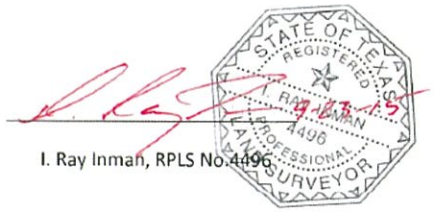
THENCE, S 86°04'33" E, 3.21 feet to a set mag nail with "CEC" washer at an angle point of this parcel;

THENCE, S 03°51'58" E, 19.56 feet to a set mag nail with "CEC" washer at an angle point of this parcel;

THENCE, N 54°35'04" E, 63.43 feet to the **POINT OF BEGINNING** and containing 0.075 of an acre (3,276 square feet) of land.

The basis of bearing recited herein is the Texas State Plane Coordinate System, South Central Zone (NAD83). This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants (CEC). There is an exhibit plat with like job number of S0404034.

Revised: 9/23/15



I. Ray Inman, RPLS No.4496