

ATC Dominion
4002002232 Jcw

AFTER RECORDING RETURN TO:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78238

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

WARRANTY DEED IN LIEU OF FORECLOSURE

Date: March 22, 2013

Grantor: MAUC POINT EAST HOUSING, L.P., a Texas limited partnership

Grantee: CITY OF SAN ANTONIO, TEXAS, a Texas municipal corporation

Note: Promissory Note (the "Note") in the original principal sum of \$700,000.00, dated April 6, 2007, executed by MAUC Point East Housing, L.P., originally payable to Washington Mutual Bank

Liens: (a) Vendor's lien retained in Warranty Deed with Vendor's Lien dated April 9, 2007, executed by SA Eastside Housing, L.P., a Texas limited partnership, as grantor, to MAUC Point East Housing, L.P., as grantee, recorded in Volume 12805, Page 47, Official Public Records of Bexar County, Texas, with transfer of lien therein contained to Washington Mutual Bank, as lender; and

(b) Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated April 6, 2007, executed by MAUC Point East Housing, L.P., to Michael L. Riddle, Trustee, of record in Volume 12805, Page 52, Official Public Records of Bexar County, Texas, as modified and

extended by Modification Agreement dated May 16, 2008, between MAUC Point East Housing, L.P. and Washington Mutual Bank, Second Modification Agreement dated October 9, 2008, between MAUC Point East Housing, L.P. and JPMorgan Chase Bank, N.A., successor-in-interest to Washington Mutual Bank, and by Third Modification Agreement dated January 5, 2009, between MAUC Point East Housing, L.P. and JPMorgan Chase Bank, N.A.

Property: 10.077 acres of land, more or less, being Lot 1, Block 3, NCB 10147, Spriggsdale Plaza Subdivision, a subdivision of record in Volume 9567, Page 12, Deed and Plat Records, Bexar County, Texas, and the remaining portion of that certain 10.072 acre tract of land (the "Land") described in deed to William A. Nash, IV, as grantee, of record in Volume 6844, Page 1748 of the Deed Records of Bexar County, Texas, said 10.077 acres, more or less, being more particularly described by metes and bounds on an instrument marked for purposes of identification as **Exhibit 'A'** which is attached hereto and incorporated herein for all purposes, and the benefits, privileges, easements, tenements, hereditaments, and appurtenances pertaining to the Land and all right, title, and interest of Grantor in adjacent roads and rights-of-way (the "Rights and Appurtenances"), together with any improvements located on the Land (the "Improvements") and any personal property situated in, on, or about the Land and any Improvements (the "Personalty"). The Land, Improvements, Rights, Appurtenances and Personalty are collectively referred to as the "Property" in this Warranty Deed.

Grantor, in consideration of the cancellation and extinguishment of the unpaid balance on the Note and for other valuable consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, located in Bexar County, Texas, TO HAVE AND TO HOLD IT to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person who lawfully claims the Property or any part thereof, subject to the matters set forth on an instrument marked for purposes of identification as **Exhibit 'B'** (the "Permitted Exceptions") which is attached hereto and incorporated herein for all purposes.

Grantor and Grantee agree to the following:

1. This Warranty Deed and the conveyances being made by it are being executed, delivered, and accepted in lieu of foreclosure and will be interpreted and construed as a foreclosure of the Liens that secure the repayment of the Note and as an absolute conveyance to Grantee of all right, title, and interest in the Property, including specifically but without limitation any equity or rights of redemption of Grantor or others in or to the Property.
2. Notwithstanding the cancellation of the unpaid balance of the Note and any provision of this Warranty Deed, each and all of the Liens that evidence or secure the payment of the Note are not released or relinquished but will remain valid, continuous, and in full force and effect for a period of four (4) years from the date of this Warranty Deed unless released on an earlier date by written instrument executed by Grantee and recorded in the Official Public Records of Bexar County, Texas. The release of the Liens may be made at Grantee's sole discretion.
3. Neither Grantor nor Grantee intend there to be, and there will not be, a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance. The parties

expressly provide that each interest in the Liens will remain separate and distinct from the title to the Property.

4. The title and other interest of Grantee in the Property under this Warranty Deed will not merge with the Liens. For the purpose of priority between intervening or inferior liens, claims, or encumbrances on or against the Property and the Liens, all rights of Grantee to exercise its remedies of foreclosure by private power of sale or by judicial foreclosure of any of the Liens or any other remedies are expressly preserved and, for purposes of limitations and any other applicable time-bar defenses, are expressly extended by this instrument.

5. The priority of the Liens is intended to be and will remain in full force and effect, and nothing in this Warranty Deed or in any instruments executed in connection with this Warranty Deed will be construed to subordinate the priority of the Liens to any other liens or encumbrances.

6. The acceptance of this Warranty Deed by Grantee is expressly conditioned on the representation and warranty of Grantor that title to the Property is good and indefeasible title, free and clear of all liens and encumbrances of any nature other than the Liens. If title to the Property is not good and indefeasible as represented and warranted herein by Grantor, then Grantee may, in addition to any other remedy available to it under this Warranty Deed or at law or in equity and in the exercise of the Grantee's sole option and discretion, reinstate the Note and upon such reinstatement, the cancellation of the Note and any qualifications on the Liens, as stated above, will be null and void for all purposes. Upon any reinstatement, all rights of Grantee to exercise its remedies against the Property under the Note will be expressly extended for purposes of limitations and other time-bar defenses.

7. This Warranty Deed and the warranty of title contained herein are additionally made and accepted subject to the Permitted Exceptions only to the extent that they remain valid and enforceable with respect to the Property.

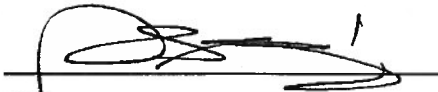
8. As used herein, "Grantor" includes Grantor's successors and assignees, and "Grantee" includes Grantee's successors and assignees.

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

DATED as of the day and year first above written.

MAUC POINT EAST HOUSING, L.P.,
a Texas limited partnership

By: MAUC POINT EAST DEVELOPMENT,
L.L.C., a Texas limited liability company, its
general partner

By: 
Name: Fernando S Gudniz
Title: President / CEO

WARRANTY DEED IN LIEU OF FORECLOSURE

Grantor: MAUC POINT EAST HOUSING, L.P., a Texas limited partnership

Grantee: CITY OF SAN ANTONIO, TEXAS, a Texas municipal corporation

APPROVED AS TO FORM:

Nancy H. Reyes for
CITY ATTORNEY *Michael Bernard*

Exhibit 'A'

10.077 ACRES OF LAND SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING LOT 1, BLOCK 3, NCS 10145, SPRINGDALE PLAZA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 8667, PAGE 12 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND THE REMAINING PORTION OF THAT CERTAIN 10.072 ACRE TRACT OF LAND CONVEYED TO WILLIAM A. NASH, IV, BY DEED OF RECORD IN VOLUME 8844, PAGE 1748 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, SAID 10.077 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A FOUND $\frac{1}{8}$ INCH IRON ROD IN THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD (60' R.O.W.), MARKING THE NORTHEASTERLY CORNER OF THAT CERTAIN 1.509 ACRES CALLED TRACT 1 AS DESCRIBED IN DEED OF RECORD IN VOLUME 4080, PAGE 383 OF SAID DEED RECORDS:

THENCE, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD, ALONG THE NORTHERLY LINE AND A PORTION OF THE WESTERLY LINE OF SAID 1.509 ACRE TRACT, THE FOLLOWING COURSES:

S 72° 58' 22" W, A DISTANCE OF 204.01 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD;

S 81° 20' 07" W, A DISTANCE OF 35.08 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD FOR THE NORTHEASTERLY CORNER OF SAID 1.509 ACRE TRACT, AND THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 03° 15' 56", AN ARC LENGTH OF 50.28 FEET AND A CHORD BEARING: S 43° 54' 15" E, A DISTANCE OF 50.28 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE NORTHEASTERLY CORNER OF LOT 2, BLOCK 2 COLISEUM PARK SUBDIVISION UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 9923, PAGE 180 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE, S 78° 28' 38" W, ALONG THE NORTHERLY LINE OF SAID LOT 2, BLOCK 2, A DISTANCE OF 236.38 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD AT THE NORTHEASTERLY CORNER OF SAID LOT 2, BLOCK 2;

THENCE, S 00° 14' 02" W, ALONG THE WESTERLY LINE OF SAID LOT 2, BLOCK 2, A DISTANCE OF 177.27 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD AT THE NORTHERLY RIGHT-OF-WAY LINE OF BAXTER AVE. FOR THE MOST WESTERLY-SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 2, AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 547.04 FEET, A CENTRAL ANGLE OF 05° 37' 18", AN ARC LENGTH OF 33.97 FEET AND A CHORD BEARING: N 86° 30' 27" W, A DISTANCE OF 33.98 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE SOUTHEASTERLY CORNER OF LOT 10, BLOCK 1 COLISEUM OAK SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9532, PAGE 182-184 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE, N 00° 08' 38" E, ALONG THE EASTERLY LINE OF SAID LOT 10, BLOCK 1, A DISTANCE OF 158.25 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD FOR THE NORTHEASTERLY CORNER OF SAID LOT 10, BLOCK 1;

THENCE, N 89° 53' 30" W, ALONG THE NORTHERLY LINE OF SAID COLISEUM OAKS SUBDIVISION, A DISTANCE OF 810.28 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD IN THE EASTERLY RIGHT-OF-WAY LINE OF MISSOURI, KANSAS & TEXAS RAILROAD, FOR THE NORTHWESTERLY CORNER OF LOT 1 COLISEUM OAK SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9532, PAGE 182-184 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE, N 00° 00' 25" W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSOURI, KANSAS & TEXAS RAILROAD, A DISTANCE OF 240.82 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE SOUTHWESTERLY CORNER OF THAT CERTAIN 3.8184 ACRE TRACT CONVEYED TO HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO BY DEED OF RECORD IN VOLUME 6380, PAGE 848 OF THE SAID DEED RECORDS;

THENCE, N 87° 21' 41" E, ALONG THE SOUTHERLY LINE OF SAID 3.8184 ACRES AND ALONG THE SOUTHERLY LINE OF THAT CERTAIN 3.811 ACRE TRACT CONVEYED TO GEORGE GERVAZ YOUTH CENTER, INC. BY DEED OF RECORD IN VOLUME 8907, PAGE 2481 OF SAID DEED RECORDS, A DISTANCE OF 899.98 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE SOUTHEASTERLY CORNER OF SAID 3.811 ACRE TRACT;

THENCE, N 00° 15' 15" W, ALONG A PORTION OF THE EASTERLY LINE OF SAID 3.911 ACRE TRACT, A DISTANCE OF 248.13 FEET TO A SET PK NAIL MARKING THE SOUTHWESTERLY CORNER OF LOT 12 DARRIO SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9809, PAGE 144 OF SAID DEED AND PLAT RECORDS;

THENCE, N 89° 50' 02" E, ALONG THE SOUTHERLY LINE OF SAID LOT 12 AND THE SOUTHERLY LINE OF THE REMAINING PORTION OF LOT 5 WILMORE ADDITION, A SUBDIVISION OF RECORD IN VOLUME 6300, PAGE 88 OF SAID DEED AND PLAT RECORDS, A DISTANCE OF 482.81 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD IN THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD, MARKING THE SOUTHEASTERLY CORNER OF SAID LOT 5;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD, THE FOLLOWING COURSES:

S 17° 08' 04" E, A DISTANCE OF 188.28 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD;

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 347.00 FEET, A CENTRAL ANGLE OF 41° 20' 07", AN ARC LENGTH OF 252.34 FEET AND A CHORD BEARING: S 37° 48' 25" E, A DISTANCE OF 244.84 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 10.077 ACRES (438,885 SQ. FT.) OF LAND, MORE OR LESS.

EXHIBIT B

TO

WARRANTY DEED IN LIEU OF FORECLOSURE

PERMITTED EXCEPTIONS

1. Vendor's lien retained in Warranty Deed with Vendor's Lien dated April 9, 2007, executed by SA Eastside Housing, L.P., a Texas limited partnership, as grantor, to MAUC Point East Housing, L.P., as grantee, recorded in Volume 12805, Page 47, Official Public Records of Bexar County, Texas, with transfer of lien therein contained to Washington Mutual Bank, as lender.
2. Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated April 6, 2007, executed by MAUC Point East Housing, L.P., to Michael L. Riddle, Trustee, of record in Volume 12805, Page 52, Official Public Records of Bexar County, Texas, as modified and extended by Modification Agreement dated May 16, 2008, between MAUC Point East Housing, L.P. and Washington Mutual Bank, Second Modification Agreement dated October 9, 2008, between MAUC Point East Housing, L.P. and JPMorgan Chase Bank, N.A., successor-in-interest to Washington Mutual Bank, and by Third Modification Agreement dated January 5, 2009, between MAUC Point East Housing, L.P. and JPMorgan Chase Bank, N.A.
3. Right-of-Way Easement in favor of San Antonio Belt & Terminal Railroad Company as set forth in instrument recorded in Volume 2317, Page 444, Deed Records of Bexar County, Texas.
4. Right-of-Way Easement in favor of Sinclair Refining Company as set forth in instrument recorded in Volume 2445, Page 278, Deed Records of Bexar County, Texas, as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
5. 10' Wide Right-of-Way Easement in favor of Williams Communication, Inc., d/b/a Vyvx, Inc., as set forth in instrument recorded in Volume 8183, Page 904, Real Property Records of Bexar County, Texas, as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.

6. 20', 10' and 5' Building setback lines as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
7. 10' SBC and Cable Television Easement as set out on plat recorded in Volume 9567, Page 12, Deed and Plat Records of Bexar County, Texas, as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
8. Private Drainage Easement as set out on plat recorded in Volume 9567, Page 12, Deed and Plat Records of Bexar County, Texas, as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
9. 14' Gas, Electric, Telephone and Cable Television Easement as set out on plat recorded in Volume 95676, Page 12, Deed and Plat Records of Bexar County, Texas, as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
10. 5' Landscape Easement as set out on plat recorded in Volume 9567, Page 12, Deed and Plat Records of Bexar County, Texas, as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
11. 5' Cable Television Easement as set out on plat recorded in Volume 9567, Page 12, Deed and Plat Records of Bexar County, Texas, as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
12. 4' Sewer Easement as set out on plat recorded in Volume 9567, Page 12, Deed and Plat Records of Bexar County, Texas as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.
13. 150' X 4' Private Sewer lateral easement as set out in Volume 11341, Page 2327, Real Property Records of Bexar County, Texas as shown on Survey dated March 25, 2005, and revised on April 5, 2007, prepared by Bury Partners Engineering Solutions, James W. Russell RPLS No. 4230.

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GERARD C. RICKHOFF
COUNTY CLERK
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COUNTY OF BEXAR
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COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

