

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.

**PUBLIC ACCESS EASEMENT AGREEMENT  
Majestic Theatre Courtyard (Houston Street Court)**

THE STATE OF TEXAS                   §

§           KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR                   §

THAT, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed, GRAYSTREET HOUSTON – 219 E. HOUSTON STREET, LLC, a Texas limited liability company, (“Grantor”), has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY, unto the CITY OF SAN ANTONIO, a Texas municipal corporation (“Grantee”), a permanent, non-exclusive access easement for the benefit of the general public and for the purposes stated in this Public Access Easement Agreement (“Easement”) upon and across the surface only of the real property more particularly described in Exhibit “A” (the “Easement Property”).

SAVE AND EXCEPT (i) the area used for dining, food and beverage (alcoholic and non-alcoholic) as shown in Exhibit “B”; (ii) all property, space and rights located at and above a horizontal plane, formed by projecting vertically upward and along the boundaries of the Easement Property, and commencing at the finished grade elevation of the Easement Property equal to 646.49 feet (identified and noted at the “Point of Beginning” on Exhibit “B”) and continuing to an elevation of 656.59 feet, as shown as the “Limits of Easement Air Rights” on Exhibit “B” (the Benchmark datum is based on North American Vertical datum of 1988) (the

“Grantor’s Air Rights”), for Grantor’s exclusive right to control, occupy, use and/or develop the Grantor’s Air Rights; and (iii) the subsurface beneath the Easement Property.

The purpose of the Easement is to provide Grantee, for the benefit of the general public, a perpetual easement for pedestrian access to, from and across the Easement Property subject to the terms and limitations set out in this Public Easement Agreement.

By its acceptance of the Easement, the Grantee specifically acknowledges (i) that the Easement does not constitute a conveyance in fee of the Easement Property, (ii) that the Easement is subject to the Grantor’s retained rights to temporarily close all or a portion of the Easement Property from public use and utilize it for dining, food and beverage (alcoholic and non-alcoholic) service, retail sales and other uses subject to forty-eight (48) hours written notice to Grantee at the address stated below and for periods of no more than ten (10) consecutive hours, and for no more than (2) days within a (7) seven day period, (iii) that in furtherance of Grantor’s use and development of the Grantor’s Air Rights, Grantor may construct structural supports on the Easement Property, (v) that Grantee is prohibited from placing or erecting any temporary or permanent items or structures of any type on or within the Easement Property, including without limitation, furniture, artwork, plantings, walls and/or flooring, and (vi) that upon notice from Grantor, Grantee shall take immediate action to prohibit members of the general public from blocking access to and from the Easement Property and/or access to and from the structures adjoining or abutting the Easement Property.

Grantor shall observe and perform the following obligations, covenants and duties, which obligations, covenants and duties shall run with the land: (a) maintain, repair and insure, at Grantor’s sole cost and expense, all improvements now or hereafter located on the Easement Property, (b) pay all taxes assessed against the Easement Property by all taxing authorities, and

(c) pay all utility charges associated with the Easement Property. (d) fully comply with all Governmental Rules in connection with the easement property, and (e) FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTEE FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE RELATED TO THE USE OF THE EASEMENT PROPERTY AND ALL IMPROVEMENTS THEREON. Grantee may inspect, patrol and police the Easement Property as may be conducive to the purpose of the Easement and as may be required to ensure Grantor's obligations to maintain the property.

Grantee has had full opportunity to examine the Easement Property and Grantee hereby waives any claim for damages that may arise out of the condition of the Easement Property subject to the Grantor's obligations to maintain, repair and insure all improvements now or hereafter located on the Easement Property. Grantee's taking possession of the Easement Property shall be conclusive evidence of Grantee's acceptance thereof and Grantee, as a material part of the consideration for this Easement, hereby accepts the Easement Property "AS IS, WHERE IS, AND WITH ALL FAULTS" with any and all latent and patent defects subject to the Grantor's obligations to maintain, repair and insure all improvements now or hereafter located on the Easement Property. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the condition of the Easement Property but is relying on Grantee's examination of the Easement Property. Grantee accepts the Easement Property with the express understanding and stipulation that (i) there are no express or implied warranties; with the exception that (ii) the property is suitable for the Grantee's intended use of the Easement Property, and (iii) that there is no warranty by Grantor that the Easement Property has a particular financial value or is fit for a particular purpose.

The Easement herein granted, and the obligations, covenants, and duties shall run with the land and be binding upon and inure to the benefit of the Grantors and Grantee, and their respective successors, assigns, and legal representatives. The grant of this public Easement is superior to all liens and encumbrances against the Easement Property, other than liens for ad valorem taxes for the current and succeeding years. Grantor covenants that Grantor is the owner of the above-described Easement Property and that the consideration recited herein shall constitute full and final payment of the Easement.

TO HAVE AND TO HOLD THE POSSESSION OF THE Easement for the purposes and subject to the limitations described above, until the use of the Easement by Grantee is terminated.

**IN WITNESS WHEREOF**, the said Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

GRAYSTREET HOUSTON – 219 E. HOUSTON STREET, LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its managing member

By: Caliburn Capital, LLC, its sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED AND ACCEPTED:

**GRANTEE:**

CITY OF SAN ANTONIO, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_, City Manager or Designee

Accepted under Ordinance: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

§

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 219 E. Houston Street, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, City Manager or Designee for and on behalf of the CITY SAN ANTONIO, TEXAS, a Texas home rule municipal corporation; he/she acknowledged to me that he/she is the duly authorized representative of the CITY OF SAN ANTONIO, TEXAS, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRANTOR’S ADDRESS:**

GrayStreet Houston – 219 E. Houston Street, LLC  
c/o Caliburn Capital, LLC  
4515 San Pedro  
San Antonio, TX 78212

with copy to :

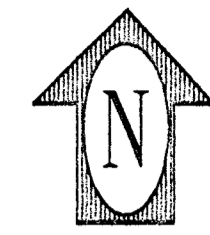
Kruger Carson PLLC  
3308 Broadway, Suite 305  
San Antonio, TX 78209  
Attention: Bradley S. Carson, Esq.

**GRANTEE’S ADDRESS:**

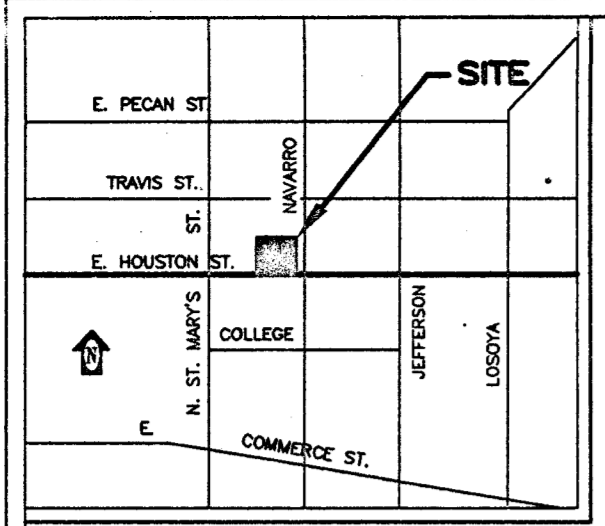
City of San Antonio  
PO Box 839966  
San Antonio, Texas 78283

**Exhibit "A"**

Ingress /Egress Easement – 0.051 acres as shown on Subdivision Plat of Court Buildings Subdivision recorded in 9554, Page 79, Real Property Records of Bexar County, Texas



SCALE: 1" = 100'



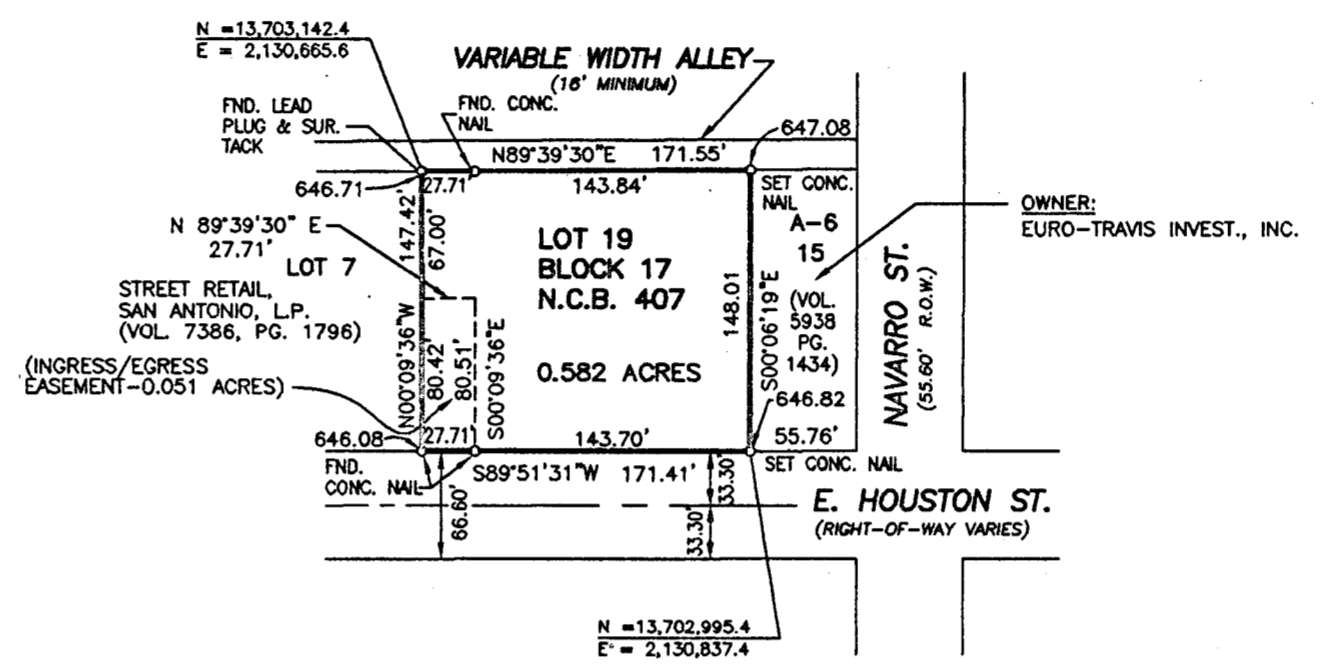
LOCATION MAP

Doc# 20020324434  
 Book: 9554  
 Page: 79  
 Filed & Recorded: 12/18/02 10:06 AM  
 COUNTY CLERK  
 BEAR COUNTY  
 RECORDS MANAGER  
 COURT HOUSE SEC'D

**ENGINEER:**  
**CALLE & Associates, Inc.**  
 Consulting Engineers  
 2702 N. Loop 1604 E., Suite 102  
 San Antonio, TX 78232  
 210/340-4711  
 Fax: 210/340-0736

**SURVEYOR:**  
 BOUNDARY SURVEY PREPARED BY:  
 NORTHSTAR LAND SURVEYING, INC.  
 THOMAS C. HABERER, R.P.L.S.  
 442 MILLWOOD  
 SAN ANTONIO, TEXAS 78216  
 PH. 826-6228

STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 FOR THE TEXAS SOUTH CENTRAL ZONE. THEY ARE RELATIVE TO THE PUBLISHED POSITIONS FOR TRIANGULATION STATIONS OBLATE, BITTERS, AND MILLER.  
 SCALE FACTOR = 0.99983  
 BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID.



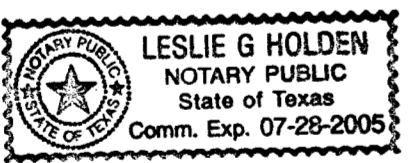
SUBDIVISION PLAT  
 OF  
 COURT BUILDINGS SUBDIVISION  
 ESTABLISHING LOT 19, BLOCK 17, N.C.B. 407, SAN ANTONIO,  
 BEAR COUNTY, TEXAS AND CONSISTING OF 0.582 ACRES.

STATE OF TEXAS  
 COUNTY OF BEAR  
 I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT; AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.



*James S. Calle*  
 LICENSED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31<sup>st</sup> DAY OF December A.D. 20 01.

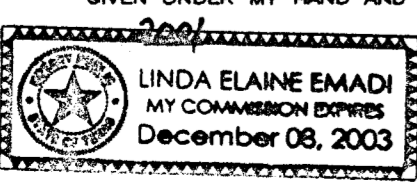


*Leslie G. Holden*  
 NOTARY PUBLIC  
 BEAR COUNTY, TEXAS

STATE OF TEXAS  
 COUNTY OF BEAR  
 THE OWNER OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

*Street Retail, San Antonio, L.P.*  
 OWNER  
*[Signature]*  
 DULY AUTHORIZED AGENT

STATE OF TEXAS  
 COUNTY OF BEAR  
 BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *John Tschiederer*, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.



GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21<sup>st</sup> DAY OF December 2001  
*Linda Elaine Emadi*  
 NOTARY PUBLIC  
 BEAR COUNTY, TEXAS

SPECIAL NOTE: THE INGRESS/EGRESS EASEMENT (0.051 ACRES) NOTED SHALL BE GRANTED BY STREET RETAIL SAN ANTONIO, LP, TO THE CITY OF SAN ANTONIO PURSUANT TO A SEPARATE EASEMENT AGREEMENT FILED OF RECORD IN THE REAL PROPERTY RECORDS OF BEAR COUNTY, TEXAS, SUBJECT TO THOSE LIMITATIONS AND TERMS SET FORTH IN THAT CERTAIN PROJECT MANAGEMENT CONTRACT DATED OCTOBER 3, 2001, BY AND BETWEEN THE CITY OF SAN ANTONIO AND STREET RETAIL SAN ANTONIO, LP.

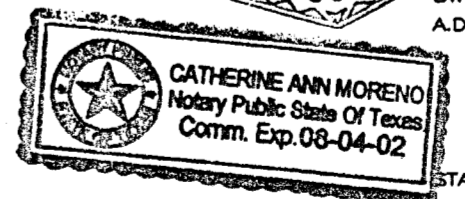
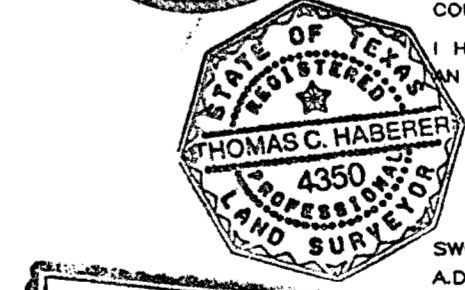
SETBACK LINES REFLECTED ON THIS PLAT REPRESENT THE ZONING REQUIREMENTS IN EFFECT AT THE TIME OF PLATTING. ANY FURTHER REZONING SHALL SUPERCEDE THESE SETBACK LINES EXCEPT FOR THOSE ADJACENT TO OVERHEAD UTILITY LINES AND HIGH PRESSURE OIL AND GAS LINES.

THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND FRONT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADECHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

THIS PLAT OF COURT BUILDINGS SUBDIVISION HAS BEEN SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES IN ACCORDANCE WITH V.T.C.A., LOCAL GOVERNMENT CODE SECTION 212.0065.

DATED THIS 15<sup>th</sup> DAY OF January, A.D. 20 02  
 BY: *[Signature]*  
 DIRECTOR OF DEVELOPMENT SERVICES



WASTEWATER EDU NOTE  
 THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

STATE OF TEXAS  
 COUNTY OF BEAR  
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.  
*Thomas C. Haberer*  
 REGISTERED PROFESSIONAL LAND SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 29<sup>th</sup> DAY OF December A.D. 2001

*Cath Ann Moreno*  
 NOTARY PUBLIC  
 BEAR COUNTY, TEXAS

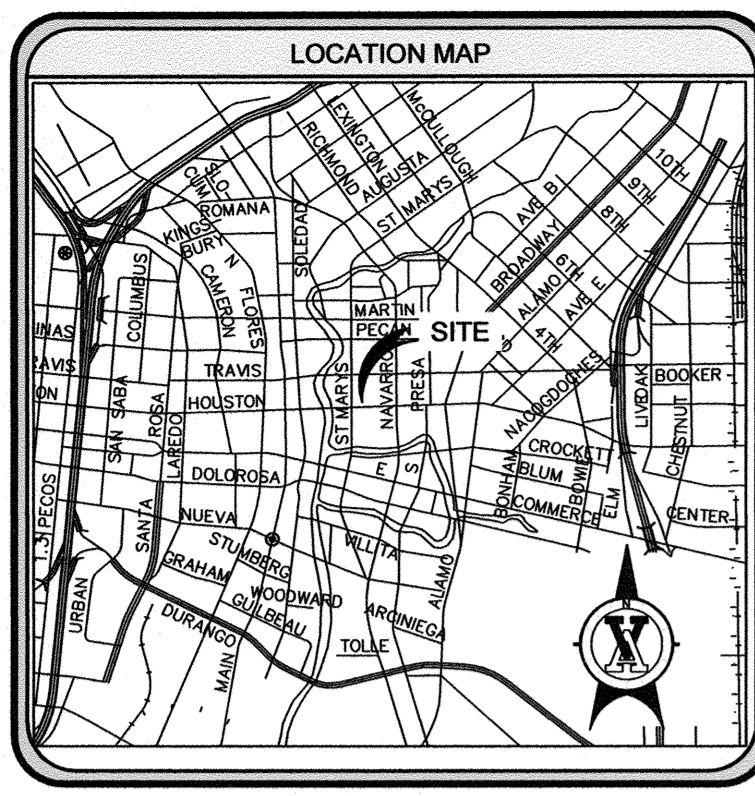
STATE OF TEXAS  
 COUNTY OF BEAR  
 I, *Gary Pickhoff* COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 10<sup>th</sup> DAY OF *May* A.D. 2002 AT 10:30 A.M. AND DULY RECORDED THE 10<sup>th</sup> DAY OF *May* A.D. 2002 AT 11:21 A.M. IN THE RECORDS OF *Deed - 9975* OF SAID COUNTY IN BOOK VOLUME *9054* ON PAGE *19* IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 10<sup>th</sup> DAY OF *May* A.D. 2002

COUNTY CLERK, BEAR COUNTY, TEXAS  
 BY: *[Signature]* DEPUTY



**Exhibit “B”**

**[See Attached]**

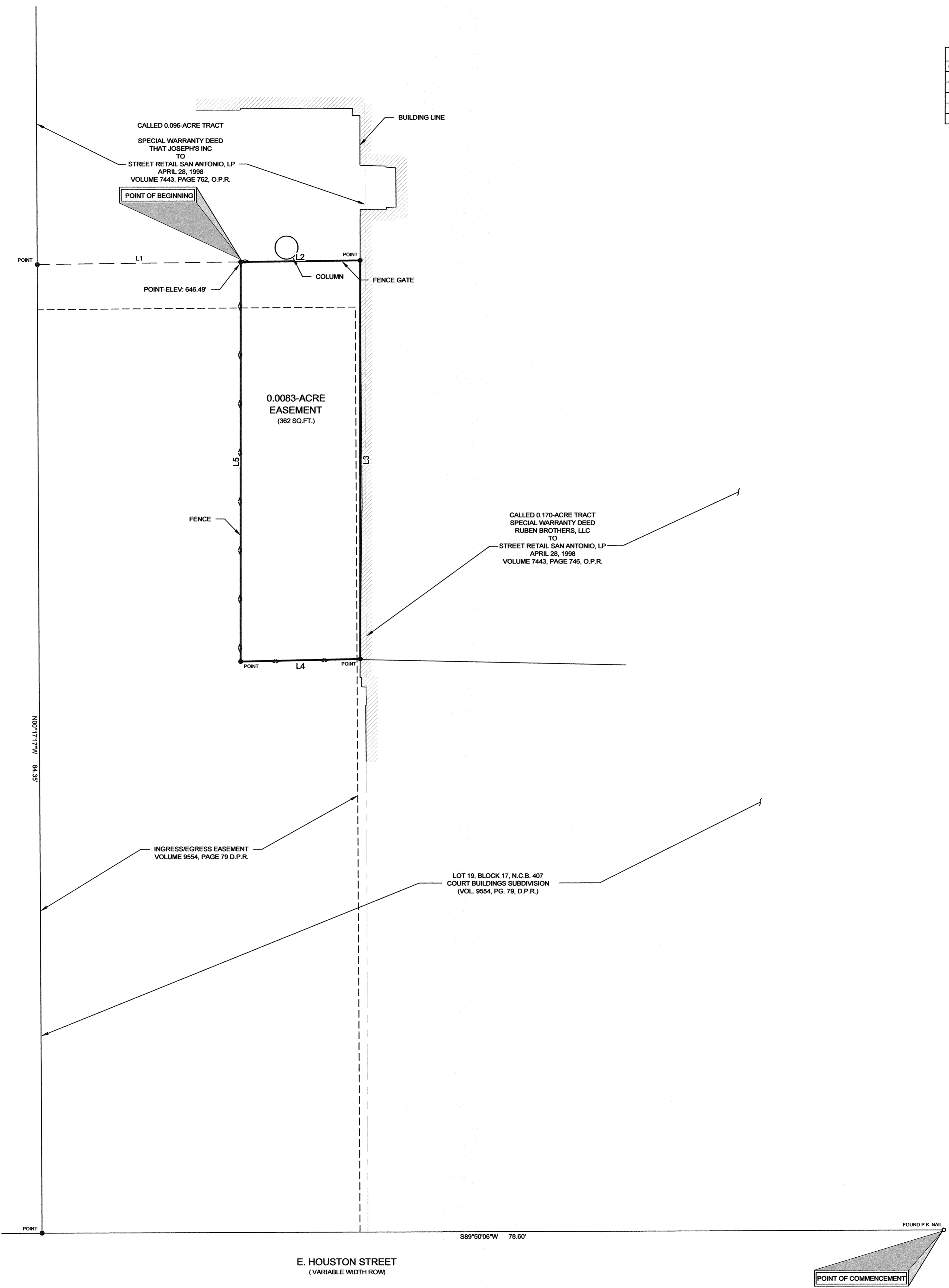


- GENERAL NOTES**
- (G01) THIS SURVEY WAS PERFORMED ON THE GROUND ON 11-19-2014.
  - (G02) BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
  - (G03) ELEVATION SHOWN AT THE POINT OF BEGINNING IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N89°16'30"E	17.74'
L2	N89°16'30"E	10.41'
L3	S00°01'30"E	34.71'
L4	S88°48'41"W	10.43'
L5	N00°07'00"W	34.80'

- LEGEND**
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
  - POINT
  - R.O.W. RIGHT-OF-WAY
  - SQ.FT. SQUARE FEET
  - D.R. DEED RECORD OF BEXAR COUNTY, TEXAS
  - D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
  - O.P.R. OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
  - N.T.S. NOT TO SCALE
  - ( ) RECORD INFORMATION
  - DECORATIVE FENCE
  - VARIABLE WIDTH
  - OVERALL
  - TABLE TOPS



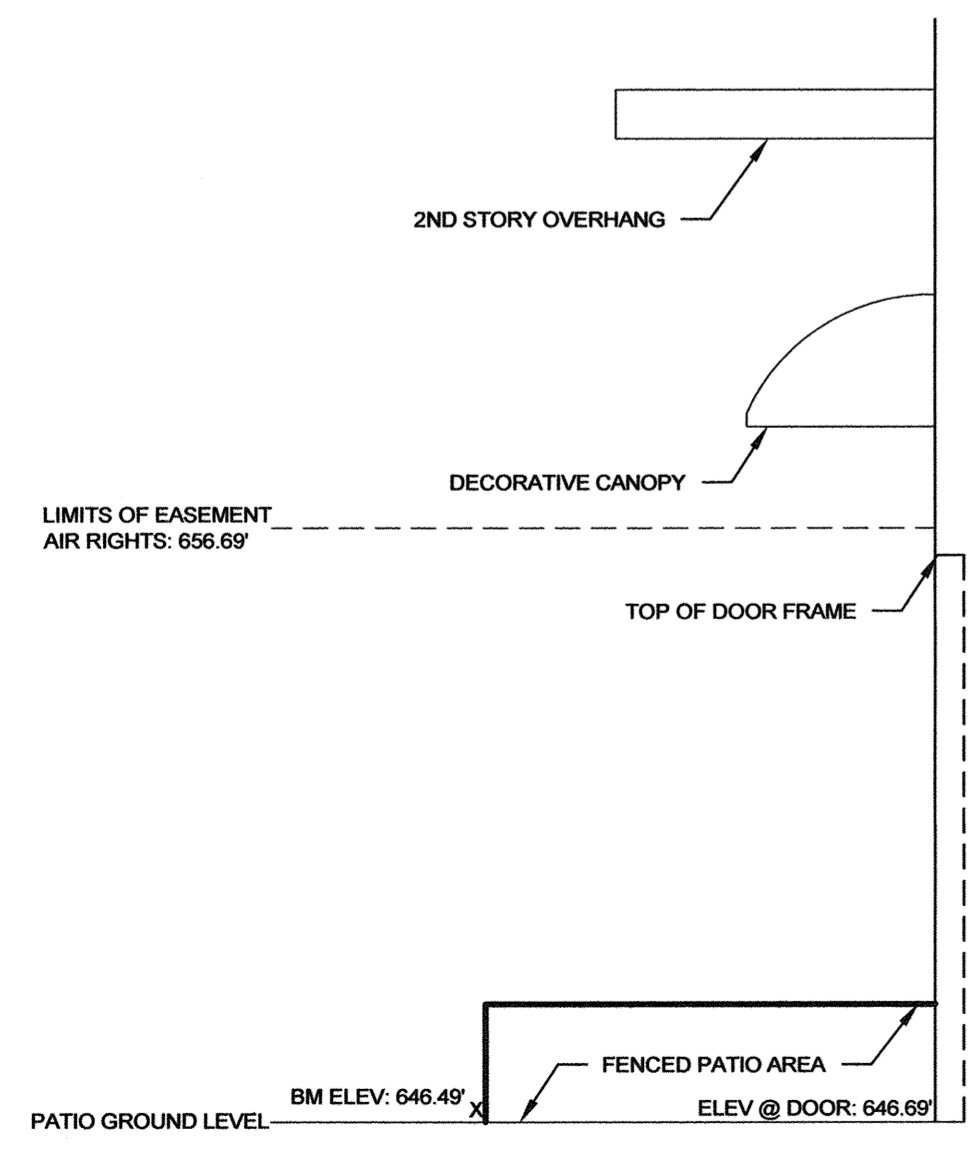
LOT 7 AND EAST 11.52' OF LOT 5  
BLOCK 17, N.C.B. 407  
GENERAL WARRANTY DEED  
217 E. HOUSTON, LLC  
TO  
STREET RETAIL SAN ANTONIO, LP  
MAY 19, 1998  
(VOLUME 7386, PAGE 1796, O.P.R.)

INGRESS/EGRESS EASEMENT  
VOLUME 9554, PAGE 79 D.P.R.

LOT 19, BLOCK 17, N.C.B. 407  
COURT BUILDINGS SUBDIVISION  
(VOL. 9554, PG. 79, D.P.R.)

CALLED 0.170-ACRE TRACT  
SPECIAL WARRANTY DEED  
RUBEN BROTHERS, LLC  
TO  
STREET RETAIL SAN ANTONIO, LP  
APRIL 28, 1998  
VOLUME 7443, PAGE 746, O.P.R.

CALLED 0.096-ACRE TRACT  
SPECIAL WARRANTY DEED  
THAT JOSEPH'S INC  
TO  
STREET RETAIL SAN ANTONIO, LP  
APRIL 28, 1998  
VOLUME 7443, PAGE 762, O.P.R.



**ELEVATION DETAIL**

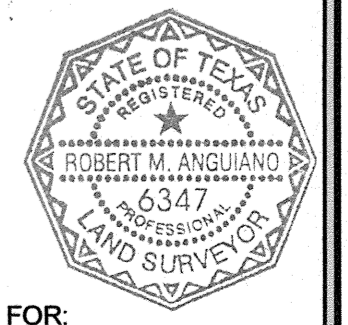
**CATEGORY 1B, CONDITION I**

FOR  
BOHANAN'S PATIO EASEMENT  
219 E HOUSTON ST.  
SAN ANTONIO, TX 78205

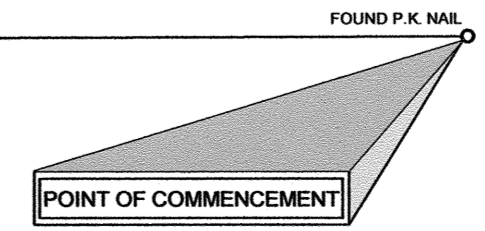
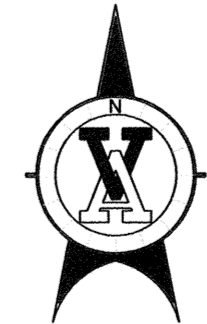
TO: STREET RETAIL SAN ANTONIO, LP

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION I SURVEY.

*[Signature]* DATED 03-19-15  
ROBERT M. ANGUIANO  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6347  
VICKREY AND ASSOCIATES, INC.  
RANGUANO@VICKREYINC.COM

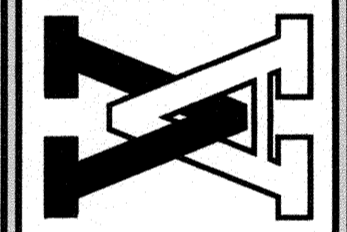


PREPARED FOR:  
STREET RETAIL SAN ANTONIO, LP



NO.	DATE	DESCRIPTION
1	01/19/15	REVISED SHEET LAYOUT
2	03/19/15	ADDED ELEVATION AT POB AND DETAIL

**VICKREY & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
CIVIL • ENVIRONMENTAL • SURVEY  
12940 Country Parkway San Antonio, TX 78216  
Telephone: (210) 349-3271  
FBPLS Firm Registration No. 10004100



STANDARD LAND SURVEY A 0.0083-ACRE TRACT OF LAND BEING OUT OF LOT 19, BLOCK 17, N.C.B. 407 COURT BUILDINGS SUBDIVISION, RECORDED IN VOLUME 9554, PAGE 79, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2561-001-105

DATE: 01/18/2015

SCALE  
1" = 5'

SHEET 1 OF 1

**METES AND BOUNDS DESCRIPTION  
0.0083-ACRE EASEMENT OUT OF LOT 19, BLOCK 17, NCB 407  
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

BEING A 0.0083-ACRE (362 SQUARE FEET) EASEMENT OUT OF LOT 19, BLOCK 17, NEW CITY BLOCK 407, COURT BUILDINGS SUBDIVISION, AN ADDITION TO THE CITY OF SAN ANTONIO ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9554, PAGE 79, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS (ALL RECORDS CITED HEREIN ARE RECORDED IN BEXAR COUNTY, TEXAS ), SAID 0.0083-ACRE EASEMENT ALSO BEING OUT OF A 0.096-ACRE TRACT DESCRIBED BY SPECIAL WARRANTY DEED DATED APRIL 28, 1998, FROM JOSEPH'S, INC. TO STREET RETAIL SAN ANTONIO, LP, RECORDED IN VOLUME 7443, PAGE 762, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (O.P.R.), SAID 0.0083-ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

**COMMENCING** AT A FOUND PK NAIL ON THE NORTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (VARIABLE-WIDTH), SAME POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 19 AND BEING THE SOUTHEAST CORNER OF A 0.170-ACRE TRACT DESCRIBED BY SPECIAL WARRANTY DEED DATED APRIL 28, 1998, FROM RUBEN BROTHERS, LLC TO STREET RETAIL SAN ANTONIO, LP, RECORDED IN VOLUME 7443, PAGE 746, O.P.R.;

THENCE S89°SD'06"W, ALONG THE COMMON LINE OF SAID RIGHT-OF-WAY, LOT 19, SAID 0.170-ACRE TRACT AND 0.096-ACRE TRACT, A DISTANCE OF 78.60 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF SAID 0.096-ACRE TRACT AND SAID LOT 19, SAME POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, NEW CITY BLOCK 407, DESCRIBED BY GENERAL WARRANTY DEED DATED MARCH 13, 1998, RECORDED IN VOLUME 7386, PAGE 1796, O.P.R.;

THENCE N00°17'17"W, DEPARTING SAID COMMON LINE, ALONG THE COMMON LINE OF SAID LOT 7, LOT 19 AND 0.096-ACRE TRACT, A DISTANCE OF 84.35 FEET TO A POINT;

THENCE N89°16'39"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID 0.096-ACRE TRACT, A DISTANCE OF 17.74 FEET TO A FENCE CORNER FOR AN IRON FENCE ENCLOSING A PATIO, FOR THE **POINT OF BEGINNING** AND NORTHWEST CORNER OF HEREIN DESCRIBED EASEMENT;

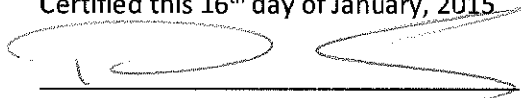
THENCE CONTINUING INTO AND ACROSS SAID 0.096-ACRE TRACT, THE FOLLOWING FOUR (4) CALLS:

- 1) N89°16'39"E, ALONG SAID IRON FENCE, A DISTANCE OF 10.41 FEET TO A POINT WHERE SAID IRON FENCE INTERSECTS THE FACE OF AN EXISTING BUILDING, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 2) S00°D1'30"E, ALONG THE FACE OF SAID BUILDING, A DISTANCE OF 34.71 FEET TO A POINT WHERE SAID FACE OF BUILDING INTERSECTS SAID IRON FENCE, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 3) S88°46'41"W, DEPARTING SAID FACE OF BUILDING, ALONG SAID IRON FENCE, A DISTANCE 10.43 FEET TO A PATIO FENCE CORNER, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, AND

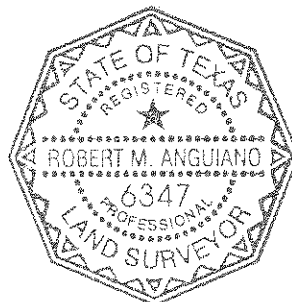
N00°DD'D6"W, ALONG SAID IRON FENCE, A DISTANCE 34.80 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0083 OF AN ACRE (362 SQUARE FEET) OF EASEMENT, MORE OR LESS.

Job No. 2561-001-105  
January 16, 2015

Certified this 16<sup>th</sup> day of January, 2015



Robert M. Anguiano, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Certified Registration No. 6347  
Vickrey & Associates, Inc.



A separate survey plat of even date accompanies this description

