

AN ORDINANCE 2018-10-04-0792

**AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN ANTONIO BY AMENDING CHAPTER 35, UNIFIED DEVELOPMENT CODE, SECTION 35-304, OF THE CITY CODE OF SAN ANTONIO, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARY OF CERTAIN PROPERTY.**

\* \* \* \* \*

**WHEREAS**, a public hearing was held after notice and publication regarding this amendment to the Official Zoning Map at which time parties in interest and citizens were given an opportunity to be heard; and

**WHEREAS**, the Zoning Commission has submitted a final report to the City Council regarding this amendment to the Official Zoning Map of the City of San Antonio; **NOW THEREFORE**,

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

**SECTION 1.** Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of 7.75 acres out of NCB 958, NCB 959, NCB 1758, NCB 1004, NCB 1005 and NCB 6796 from "I-1 IDZ RIO-2 AHOD" General Industrial Infill Development Zone River Improvement Overlay Airport Hazard Overlay District, "MF-50 IDZ RIO-2 AHOD" Multi-Family Infill Development Zone River Improvement Overlay Airport Hazard Overlay District, "C-3 RIO-2 AHOD" General Commercial River Improvement Overlay Airport Hazard Overlay District, "C-3 NA RIO-2 AHOD" General Commercial Nonalcoholic Sales River Improvement Overlay Airport Hazard Overlay District and "C-2 RIO-2 AHOD" Commercial River Improvement Overlay Airport Hazard Overlay District to "IDZ RIO-2 DN AHOD" Infill Development Zone River Improvement Overlay Development Node Airport Hazard Overlay District with uses permitted in "RM-4" Residential Mixed District, "O-2" High-Rise Office District, "C-3" General Commercial District and for Multi-Family not to exceed 110 units per acre, Live-Work Units, Bar and /or Tavern with cover charge 3 or more days per week, Alcohol Beverage Manufacture or Brewery, Hotel taller than 35 feet, Beverage Manufacture Non-Alcohol (including manufacturing and processing), Entertainment Venue (outdoor), Live Entertainment with and without cover charge 3 or more days per week (not including food service establishments), Food Service Establishments with cover charge 3 or more days per week (with or without accessory Live Entertainment) on 4.81 acres out of NCB 1758, NCB 1004, NCB 1005 and NCB 6796 and "IDZ RIO-2 DN AHOD" Infill Development Zone River Improvement Overlay Development Node Airport Hazard Overlay District with uses permitted in "RM-4" Residential Mixed District, "O-2" High-Rise Office District, "C-3" General Commercial District and for Multi-Family not to exceed 110 units per acre, Live-Work Units, Night Club with cover charge 3 or more days per week, Bar and /or Tavern with cover charge 3 or more days per week, Alcohol Beverage Manufacture or Brewery, Hotel taller than 35 feet, Beverage Manufacture Non-Alcohol (including manufacturing and processing), Entertainment Venue (outdoor), Live Entertainment with and without cover charge 3 or more days per week (not including food service

establishments), Food Service Establishments with cover charge 3 or more days per week (with or without accessory Live Entertainment) on 2.94 acres out of NCB 959 and NCB 958.

**SECTION 2.** A description of the property is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

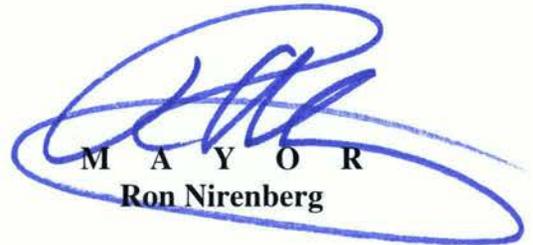
**SECTION 3.** The City council approves this Infill Development Zone so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

**SECTION 4.** All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35-491.

**SECTION 5.** The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

**SECTION 6.** This ordinance shall become effective October 14, 2018.

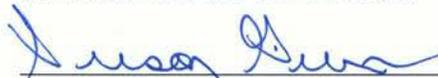
**PASSED AND APPROVED** this 4<sup>th</sup> day of October 2018.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>Z-3 ( in consent vote: Z-2, Z-3, Z-4, Z-5, Z-6, Z-7, Z-8, Z-9, Z-11, Z-14, Z-15, Z-17 )</b>						
<b>Date:</b>	10/04/2018						
<b>Time:</b>	02:12:09 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	<p>ZONING CASE # Z2018282 (Council District 1): Ordinance amending the Zoning District Boundary from "I-1 IDZ RIO-2 AHOD" General Industrial Infill Development Zone River Improvement Overlay Airport Hazard Overlay District, "MF-50 IDZ RIO-2 AHOD" Multi-Family Infill Development Zone River Improvement Overlay Airport Hazard Overlay District, "C-3 RIO-2 AHOD" General Commercial River Improvement Overlay Airport Hazard Overlay District, and "C-2 RIO-2 AHOD" Commercial River Improvement Overlay Airport Hazard Overlay District to "IDZ RIO-2 DN AHOD" Infill Development Zone River Improvement Overlay Development Node Airport Hazard Overlay District with uses permitted in "RM-4" Residential Mixed District, "O-2" High-Rise Office District, "C-3" General Commercial District and for Multi-Family not to exceed 110 units per acre, Live-Work Units, Bar and /or Tavern with cover charge 3 or more days per week, Alcohol Beverage Manufacture or Brewery, Hotel taller than 35 feet, Beverage Manufacture Non-Alcohol (including manufacturing and processing), Entertainment Venue (outdoor), Live Entertainment with and without cover charge 3 or more days per week (not including food service establishments), Food Service Establishments with cover charge 3 or more days per week (with or without accessory Live Entertainment) on 4.81 acres out of NCB 1758, NCB 1004, NCB 1005 and NCB 6796 and "IDZ RIO-2 DN AHOD" Infill Development Zone River Improvement Overlay Development Node Airport Hazard Overlay District with uses permitted in "RM-4" Residential Mixed District, "O-2" High-Rise Office District, "C-3" General Commercial District and for Multi-Family not to exceed 110 units per acre, Live-Work Units, Night Club with cover charge 3 or more days per week, Bar and /or Tavern with cover charge 3 or more days per week, Alcohol Beverage Manufacture or Brewery, Hotel taller than 35 feet, Beverage Manufacture Non-Alcohol (including manufacturing and processing), Entertainment Venue (outdoor), Live Entert</p>						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

SG/lj  
10/04/2018  
Item No. Z-3

# **EXHIBIT “A”**

CHICAGO TITLE GR# 201005111

**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.**

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS                    §  
  §            KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR                    §

THAT THE UNDERSIGNED, **CALLY N. ALEXANDER** joined by her husband, **LARRY ALEXANDER** ( "Grantor"), with an address of 3809 Overlake Street, San Antonio, Bexar County, Texas 78230-2131, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **BROADWAY SA INVESTORS GP, LLC**, a Texas limited liability company ("Grantee"), with an address of 5121 Broadway, San Antonio, Bexar County, Texas 78209, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, that certain real property located in Bexar County, Texas (the "Land"), being more particularly described by metes and bounds on Exhibit "A" attached hereto and made part hereof for all purposes, together with any and all improvements situated on the Land and (i) all rights of way or use, tenements, hereditaments, appurtenances, and easements now or hereafter pertaining to the Land, including, but not limited to, the strips and gores between the Land and abutting properties and in any street, road, highway, alley, easement or right of way, existing or proposed, on or adjacent to the Land, (ii) all utility capacity, water rights and all other entitlements, permits, authorities, approvals, licenses, consents and/or bonds, if any, pertaining to the Land, (iii) all rights of ingress and egress thereto, and (iv) all other rights and benefits attributable to the Land (all of which are hereinafter collectively called the "Property").

This conveyance is made and accepted subject and subordinated to those certain matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, to the extent the same are valid and enforceable against the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes and assessments attributable to the year 2010 have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed. Grantor shall

**Exhibit "A"**

indemnify and hold harmless Grantee from and against any and all tax assessments for periods prior to the date hereof, but assessed subsequent to the date hereof due to changes in land usage or ownership, and Grantor hereby expressly agrees to pay the same prior to delinquency.

[Signature Page Follows]

28 IN WITNESS THEREOF, this Special Warranty Deed is executed to be effective the day of December, 2010

GRANTOR:

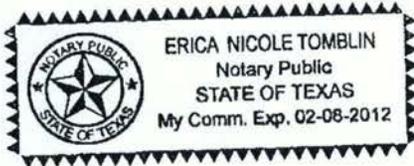
*Cally N. Alexander*  
CALLY N. ALEXANDER

*Larry Alexander*

LARRY ALEXANDER

STATE OF TEXAS §  
COUNTY OF Bexar §

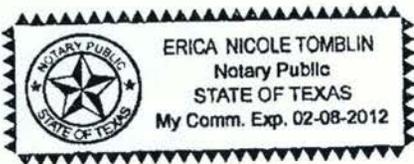
This instrument was acknowledged before me on the 28 day of December, 2010, by Cally N. Alexander, an individual.



*Erica Nicole Tomblin*  
Notary Public, in and for  
The State of Texas

STATE OF TEXAS §  
COUNTY OF Bexar §

This instrument was acknowledged before me on the 28 day of December, 2010, by Larry Alexander, an individual.



*Erica Nicole Tomblin*  
Notary Public, in and for  
The State of Texas

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A 0.578 of an acre, or 25,181 square feet more or less, tract of land being all of Lots 1-7, Block 8, New City Block (N.C.B.) 6796, in the City of San Antonio, Bexar County, Texas, recorded in Volume 642, Page 323 of the Deed and Plat Records of Bexar County, Texas, and Volume 7850, Pages 42-44 of the Official Public Records of Real Property of Bexar County, Texas. Said 0.578 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

- BEGINNING: At a set ½" iron rod with yellow cap marked "Pape-Dawson", at the intersection of the southeast right-of-way line of E. Elmira Street, a 50-foot right-of-way, recorded in Volume 642, Page 323 of the Deed and Plat Records of Bexar County, Texas, and the southwest right-of-way line of E. Myrtle Street, a 50-foot right-of-way, recorded in Volume 642, Page 323 of the Deed and Plat Records of Bexar County, Texas, for the north corner of said Lot 1;
- THENCE: S 66°02'22" E, along and with the southwest right-of-way line of said E. Myrtle Street, and the northeast line of said Lots 1-7, Block 8, a distance of 173.60 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", on the west line of the San Antonio River, for the east corner of said Lot 7;
- THENCE: Departing the southwest right-of-way line of said E. Myrtle Street, and the northeast line of said Block 8, along and with the west line of the San Antonio River, and the east line of said Lot 7, the following calls and distances:
- S 15°36'33" W, a distance of 44.08 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",
- S 19°28'27" E, a distance of 116.45 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", for the south corner of said Lot 7;
- THENCE: N 65°15'40" W, continuing along and with the west line of said San Antonio River, and the southwest line of said Lot 7, a distance of 50.40 feet to a found ¼" iron rod, for the northeast corner of Lot 2, Block 11, New City Block (N.C.B.) 1005, recorded in Volume 7339, Pages 686-691 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: N 65°24'11" W, continuing along and with the south line of said Block 8 and the north line of said Lots 1-2, Block 11, passing a found ½" iron rod, for the north corner of said Lot 1, Block 11, at a distance of 196.66 feet, continuing along and with the southeast right-of-way line of said E. Elmira Street, and the southwest line of said Lot 1, Block 8, for a total distance of 197.99 feet to a set

½" iron rod with yellow cap marked "Pape-Dawson", for the east corner of said Lot 1, Block 8;

THENCE:

N 18°37'38" E, along and with the southeast right-of-way line of said E. Elmira Street, and the northwest line of said Lot 1, Block 8, a distance of 125.84 feet to the POINT OF BEGINNING and containing 0.578 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

Sewer easement as shown on plat recorded in Volume 642, Page 323, Deed and Plat Records of Bexar County, Texas.

Any encroachments shown on Survey prepared by G.E. Buchanan RPLS 4999 of Pape-Dawson Engineers, under Job No. 9273-10, dated December 3, 2010.

Doc# 20100231438  
# Pages 7  
12/28/2010 15:20:21 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Fees 36.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
12/28/2010 15:20:21 PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard Rickhoff*

CHICAGO TITLE GF# 200702154-DB (5)

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF BEXAR § KNOW ALL MEN BY THESE PRESENTS: §

THAT THE UNDERSIGNED, DAVID M. WALLACE, joined pro forma by his spouse, MARY E. H. WALLACE (collectively, "Grantor"), with an address of 409 Ridgemo... BROADWAY SA INVESTORS GP, LLC, a Texas limited liability company ("Grantee"), with an address of 300 Convent Street, Suite 2600, San Antonio, Bexar County, Texas 78205, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, that certain real property located in Bexar County, Texas (the "Land"), being more particularly described by metes and bounds on Exhibit "A" attached hereto and made part hereof for all purposes, together with any and all improvements situated on the Land and (i) all rights of way or use, tenements, hereditaments, appurtenances, and easements now or hereafter pertaining to the Land, including, but not limited to, the strips and gores between the Land and abutting properties and in any street, road, highway, alley, easement or right of way, existing or proposed, on or adjacent to the Land, (ii) all utility capacity, water rights and all other entitlements, permits, authorities, approvals, licenses, consents and/or bonds, if any, pertaining to the Land, (iii) all rights of ingress and egress thereto, and (iv) all other rights and benefits attributable to the Land (all of which are hereinafter collectively called the "Property").

This conveyance is made and accepted subject and subordinated to those certain matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, to the extent the same are valid and enforceable against the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes and assessments attributable to the year 2008 have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed. Grantor shall

Exhibit "A"

indemnify and hold harmless Grantee from and against any and all tax assessments for periods prior to the date hereof, but assessed subsequent to the date hereof due to changes in land usage or ownership, and Grantor hereby expressly agrees to pay the same prior to delinquency.

[Signature Page Follows]

IN WITNESS WHEREOF, this Special Warranty Deed is executed to be effective the \_\_\_ day of March, 2008.

GRANTOR:

*David M. Wallace*

DAVID M. WALLACE

Joined pro forma by:

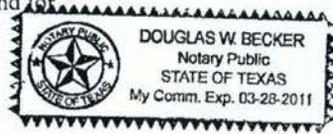
*Mary E. H. Wallace*  
MARY E. H. WALLACE

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me the 17<sup>th</sup> day of March, 2008, by David M. Wallace, an individual.

*Douglas W. Becker*

Notary Public, in and for  
The State of Texas

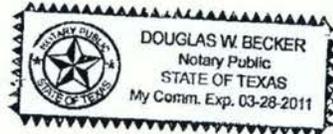


STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me the 17<sup>th</sup> day of March, 2008, by Mary E. H. Wallace, an individual.

*Douglas W. Becker*

Notary Public, in and for  
The State of Texas



**AFTER RECORDING,  
PLEASE RETURN TO:**

Drenner & Golden Stuart Wolff, LLP  
300 Convent Street, Suite 2600  
San Antonio, Texas 78205  
Attn: Sidney Swearingen

EXHIBIT A

**METES AND BOUNDS DESCRIPTION OF A 0.465 ACRE TRACT**

Being 0.465 acres out of Lot 9A (the remainder of Lots 8 and 9 lying on the north side of Newell Ave.), N.C.B. 1758, City of San Antonio, as recorded in Volume 7064, Page 395, Real Property Records of Bexar County, Texas; and being further described as follows:

**BEGINNING** at a ½" iron rod found in the southeast line of Quincy St., being the north corner of a cutback line to the north line of Newell Ave.; (Note: There are two iron rods found 2" apart at this Point of Beginning; the northeasternmost rod is the one that best fits the original survey and is the one used for this description.)

**THENCE** with the said southeast line of Quincy St. (right-of-way width varies), North 55° 56' 52" East 298.27 feet to a 5/8" iron rod found for the north corner of the herein described tract;

**THENCE** with the northeast line of this tract, the southwest line of a 0.0691 acre (3,011 square feet) tract out of Lot 9A, N.C.B. 1758, conveyed to the San Antonio River Authority by Instrument recorded in Volume 11171, Page 1297, Deed Records of Bexar County, Texas, South 34° 03' 08" East 30.00 feet to a 5/8" iron rod found for the northeast corner of the herein described tract, in the northwest line of the San Antonio River;

**THENCE** with the northwest and west line of the San Antonio River, South 47° 26' 52" West 101.54 feet to a ½" iron rod found and South 19° 17' 04" West 143.07 feet to an "x" chiseled in concrete found in the revised north line of Newell Ave.;

**THENCE** with the south line of the herein described tract, the north line of a 0.0007 acre (28.75 square feet) tract conveyed to the State of Texas to widen Newell Ave. by instrument recorded in Volume 3530, Page 1886, Deed Records of Bexar County, Texas, North 74° 27' 36" West 27.63 feet to a found "x" cut in a concrete walk, for an angle point;

**THENCE** with the south line of this tract, the north line of Newell Ave., North 70° 17' 16" West 120.63 feet to a found "x" in concrete at the south end of a cutback line to Quincy St.;

**THENCE** with said cutback line to Quincy St., the northeast line of a 0.0021 acre (90.74 square feet) tract conveyed to the State of Texas for highway purposes by instrument recorded in Volume 3530, Page 1886, Deed Records of Bexar County, Texas, North 07° 10' 12" West, at 1.40 feet a found ½" iron rod with cap labeled Pape Dawson, and at 10.97 feet found same, a total distance of 13.56 feet to the **POINT OF BEGINNING** and containing 0.465 acres (20,276 square feet), more or less.

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

1. Easement recorded in Volume 2567, Page 133, Deed Records, Bexar County, Texas.
2. Easement as recorded in Volume 13202, Page 333, amended in Volume 13306, Page 1878, Official Public Records of Real Property of Bexar County, Texas.

Doc# 20080056129  
# Pages 6  
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e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Fees 32.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
03/18/2008 16:29:29 PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard Rickhoff*



## SPECIAL WARRANTY DEED

Page 2

**Tract 1 - EAST:** A 1.393 acre, or 60,661 square feet more or less, tract of land being the remainder of that tract described in deed to Samuels Glass Company recorded in Volume 2364, Pages 371-373 of the Deed Records of Bexar County, Texas and being all of Lots 28-32 and the east portions of Lots 25-27, a 12-foot alley and Lots 33-39 of the O.S. Newells Subdivision, an antiquated plat recorded in Volume 72, Page 521 of the Deed Records of Bexar County, Texas lying to the east of that 35-foot railroad right-of-way established in Volume 767, Pages 35-36 of the Deed Records of Bexar County, said right-of-way conveyed in Quitclaim Deed recorded in Volume 9498, Pages 399-423 of the Official Public Records of Real Property of Bexar County, Texas, Texas all in New City Block 959 of the City of San Antonio, Bexar County, Texas. Said 1.393 acre tract being more particularly described by metes and bounds in Exhibit "B" attached hereto, incorporated herein, and made a part hereof for all purposes;

**Tract 2:** A 0.585 acre, or 25,493 square feet more or less, tract of land being the remainder of that tract described in deed as all of Lot 15 and 16 and part of Lots 13 and 14 of New City Block 1758 and recorded in Volume 2630, Pages 982-984 of the Official Public Records of Real Property of Bexar County, Texas, out of New City Block 1758 of the City of San Antonio, Bexar County, Texas. Said 0.585 acre tract being more particularly described by metes and bounds in Exhibit "C" attached hereto, incorporated herein, and made a part hereof for all purposes;

together with any alleys, rights of way, roads, and easements bounding the above described real property, Grantor's rights of ingress and egress to such real property; Grantor's interest, if any, in strips or gores, if any, between the real property and abutting properties; and all other interests of Grantor relating to such real property and improvements (collectively, the "Property");

And further, but without warranty by Grantor, this conveyance includes all awards and other compensation, if any, payable by the San Antonio River Authority ("SARA") and all rights of Grantor against SARA for the use of, or taking by, if any, SARA of those parcels of land shown as "**West SARA-1 (0.097 acres), West SARA-2 (0.060 acres), West SARA-3 (0.005 acres), and South SARA (0.010 acres)**" (the "Updated SARA Tracts") on the survey plat of the Property prepared by John Noel Nicholls, registered land surveyor, at Pape Dawson Engineers dated August 29, 2014, job No. 9281-14 (the "Survey") and any other lands within the Property and as to the Updated SARA Tracts only, this conveyance is subject to the interests of SARA, without prejudice to the rights of Grantee as owner of the Property for compensation and other rights allowed by law;

And further, but without warranty by Grantor, this conveyance includes all lands owned by Grantor adjacent to or adjoining the Property or any part thereof which by error or oversight may not be included in the metes and bounds description of the Property described above, as it is the intention of Grantor and Grantee to convey under this instrument all lands owned by Grantor adjoining or otherwise in the vicinity of the Property.

SPECIAL WARRANTY DEED

Page 3

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, and its successors to WARRANT and FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, HANDICAP ACCESS, PARKING, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, COMPLIANCE OF THE PROPERTY WITH ANY CODES, LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THE CONTRACT BETWEEN THE PARTIES. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE HAS CONDUCTED PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY, AND HAS RELIED SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR, AS ARE EXPRESSLY SET FORTH IN THE CONTRACT BETWEEN GRANTOR AND GRANTEE. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY, AND GRANTEE, BY ACCEPTANCE HEREOF, WILL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT

SPECIAL WARRANTY DEED

Page 4

HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME BY REASON OF OR ARISING OUT OF PHYSICAL CONDITION OF THE PROPERTY OR VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING ANY ENVIRONMENTAL LAWS); PROVIDED, HOWEVER, THAT THE FOREGOING PROVISION DOES NOT LIMIT ANY REMEDY PROVIDED TO GRANTEE, IF ANY, UNDER THE CONTRACT BETWEEN THE PARTIES.

This conveyance is made by Grantor and accepted by Grantee subject to the permitted exceptions shown on Exhibit "D" attached hereto, incorporated herein, and made a part hereof for all purposes.

EXECUTED effective the 9<sup>th</sup> day of April, 2015.

GRANTOR:

SAMUELS GLASS COMPANY,  
a Texas corporation

By: Jenni Haverda  
JENNI HAVERDA, President

ACCEPTED AND AGREED BY GRANTEE effective April 9, 2015:

RIO PERLA PROPERTIES, L.P.,  
a Texas limited partnership

By: RIO PERLA MANAGEMENT LLC,  
a Texas limited liability company,  
its general partner

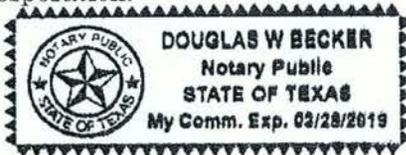
By: Lewis F. Westerman  
Name: Lewis F. Westerman  
Title: Vice President

SPECIAL WARRANTY DEED

Page 5

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 9<sup>th</sup> day of April, 2015, by JENNI HAVERDA, President of SAMUELS GLASS COMPANY, a Texas corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 9<sup>th</sup> day of April, 2015, by LEWIS WESTERMAN, Vice President of RIO PERLA MANAGEMENT LLC, a Texas limited liability company, General Partner of RIO PERLA PROPERTIES, L.P., a Texas limited partnership, on behalf of said limited partnership.

[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RIO PERLA PROPERTIES, LP  
303 Pearl Parkway, Suite 300  
San Antonio, Texas 78215

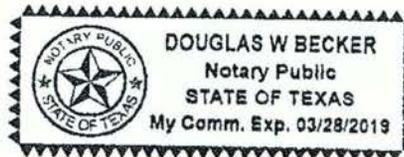


EXHIBIT "A"



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES  
FOR  
TRACT 1 - WEST

A 1.364 acre, or 59,407 square feet more or less, tract of land being the remainder of that tract described in deed to Samuels Glass Company recorded in Volume 2409, Pages 470-472 of the Deed Records of Bexar County, Texas and being all of Lots 40-44 in and the western portion of Lots 33-37 of the O.S. Newells subdivision, an antiquated plat recorded in Volume 72, Page 521 of the Deed Records of Bexar County, Texas, lying to the west of that 35-foot railroad right-of-way established in Volume 767, Pages 35-36 of the Deed Records of Bexar County, Texas, said right-of-way conveyed in Quitclaim Deed recorded in Volume 9498, Pages 399-423 of the Official Public Records of Real Property of Bexar County, Texas, and including the remainder of George Street closed by Ordinance 5515 recorded in Volume 2413, Pages 552-554 of the Deed Records of Bexar County, Texas all in New City Block 958 of the City of San Antonio, Bexar County, Texas. Said 1.364 acre tract being more fully described as follows, with bearings based on the Pearl Brewing Company Property subdivision recorded in Volume 5870, Page 115-116 of the Deed and Plat Records of Bexar County, Texas;

COMMENCING At a set mag nail with cap marked "Pape-Dawson" on the north right-of-way line of Newell Street, a 55-foot right-of-way, on the south line of Lot 32 of said Newell subdivision, and at the southwest corner of that 0.0003 acre tract conveyed to the State of Texas in deed recorded in Volume 3268, Pages 1298-1303 of the Official Public Records of Real Property of Bexar County, Texas at the southeast corner of a 1.393 acre tract surveyed concurrently;

THENCE: N 82°06'54" W, with the north right-of-way line of Newell Street and south line of said Lot 32, at a distance of 200.99 feet passing a nail set for the southwest corner of said 1.393 acre tract at the east line of said 35-foot railroad right-of-way and continuing for a total distance of 237.28 feet to a set 1/8" iron rod with cap marked "Pape-Dawson" for the southeast corner of the herein described tract on the west line of said 35-foot right-of-way and POINT OF BEGINNING of the herein described tract;

THENCE: N 82°06'54" W, continuing with said right-of-way a distance of 249.88 feet to the southwest corner of said Lot 40 at the low bank of the San Antonio River;

THENCE: With the rear lines of Lots 40-44 and the low bank of the San Antonio River the following bearings and distances, said line not monumented as this falls within and on recent improvements by the River Authority:

N 05°07'57" E, a distance of 84.11 feet to a point

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Samuels Glass  
Tract 1 - West  
1.364 Acres  
Job No: 9281-14

N 51°12'57" E, a distance of 177.80 feet to a point

N 39°57'29" E, a distance of 95.23 feet to a set 1/2" iron rod with cap marked "Pape-Dawson" at the north corner of said Lot 44, being a southwest corner of Lot 1, Block 1 of the aforementioned Pearl Brewing Company property subdivision, the south corner of that 0.0042 acre tract described in quitclaim from the San Antonio River Authority to Rio Perla Properties, LP recorded in Volume 16656, Pages 1298-1308 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 47°39'25" E, with the common line of said Lot 44, over and across said George Street and Lot 37 with the line of said Lot 1 a distance of 162.10 feet to a found 1/4" iron rod at an angle of said Lot 1;

THENCE: N 33°37'06" E, with the line of said Lot 1 a distance of 57.12 feet to a set 1/2" iron rod with cap marked "Pape-Dawson";

THENCE: N 48°59'35" E, with the line of said Lot 1 a distance of 16.06 feet to a set 1/2" iron rod with cap marked "Pape-Dawson" on the aforementioned west line of said railroad right-of-way;

THENCE: Along a non-tangent curve to the left, with said west line of said right-of-way, said curve having a radial bearing of S 55°29'03" E, a radius of 734.28 feet, a central angle of 11°17'20", a chord bearing and distance of S 28°52'17" W, 144.44 feet, for an arc length of 144.67 feet to a set 1/2" iron rod with cap marked "Pape-Dawson" at a point of tangency;

THENCE: S 23°13'37" W, a distance of 135.87 feet to the POINT OF BEGINNING, and containing 1.364 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9281-14 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: August 29, 2014, September 19, 2014.  
JOB NO. 9281-14  
DOC. ID. N:\Survey\14\14-9200\9281-14\Word\9281-14 Tract 1 - West.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-00



EXHIBIT "B"



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES  
FOR  
TRACT I - EAST

A 1.393 acre, or 60,661 square feet more or less, tract of land being the remainder of that tract described in deed to Samuels Glass Company recorded in Volume 2364, Pages 371-373 of the Deed Records of Bexar County, Texas and being all of Lots 28-32 and the east portions of Lots 25-27, a 12-foot alley and Lots 33-39 of the O.S. Newells Subdivision, an antiquated plat recorded in Volume 72, Page 521 of the Deed Records of Bexar County, Texas lying to the east of that 35-foot railroad right-of-way established in Volume 767, Pages 35-36 of the Deed Records of Bexar County, said right-of-way conveyed in Quitclaim Deed recorded in Volume 9498, Pages 399-423 of the Official Public Records of Real Property of Bexar County, Texas, Texas all in New City Block 959 of the City of San Antonio, Bexar County, Texas. Said 1.393 acre tract being more fully described as follows, with bearings based on the Pearl Brewing Company Property subdivision recorded in Volume 5870, Pages 115-116 of the Deed and Plat Records of Bexar County, Texas;

**BEGINNING:** At a set mag nail with cap stamped "Pape-Dawson" on the north right-of-way line of Newell Street, a 55-foot right-of-way, on the south line of said Lot 32, and at the southwest corner of that 0.0003 acre tract conveyed to the State of Texas in deed recorded in Volume 3268, Pages 1298-1303 of the Official Public Records of Real Property of Bexar County, Texas at the southeast corner of the herein described tract;

**THENCE:** N 82°06'54" W, with the north right-of-way line of Newell Street a distance of 200.99 feet to a set mag nail with cap stamped "Pape-Dawson" at the east line of said 35-foot railroad right-of-way;

**THENCE:** Departing said right-of-way and with the east line of said 35-foot right-of-way and the west line of said Samuels's tract the following bearings and distances:

N 23°13'37" E, a distance of 126.27 feet to a set 1/2" iron rod with cap marked "Pape-Dawson";

Along a tangent curve to the right, said curve having a radius of 699.28 feet, a central angle of 25°36'19", a chord bearing and distance of N 36°01'47" E, 309.91 feet, for an arc length of 312.51 feet to a set nail at the intersection with the south line of Lot 1, Block 1 of the aforementioned Pearl Brewing Company Property subdivision;

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Samuels Glass  
Tract 1 – East  
1.393 Acres  
Job No: 9281-14

- THENCE: N 78°56'35" E, with said south line of said Lot 1 a distance of 63.06 feet a found ½" iron rod with cap marked "Pape-Dawson" set for an angle of said Lot 1 at the northwest corner of Karnes Street, a 45-foot right-of-way as shown on the City Engineers Map and on the east line of said Lot 25;
- THENCE: S 12°27'35" W, with the west right-of-way line of Karnes Street and the east line of said Lot 25-32 a distance of 411.83 feet a set ½" iron rod with cap marked "Pape-Dawson" at the northeast corner of the aforementioned 0.0003 acre tract;
- THENCE: S 55°10'20" W, with the northwest line of said 0.0003 acre tract a distance of 7.35 feet to the POINT OF BEGINNING, and containing 1.393 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9281-14 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: August 29, 2014, September 19, 2014.  
JOB NO. 9281-14  
DOC. ID. N:\Survey14\14-9200\9281-14\Word\9281-14 Tract1 - East.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-00

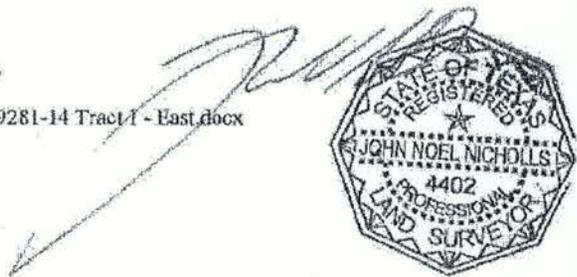


EXHIBIT "C"



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

TRACT 2

A 0.585 acre, or 25,493 square feet more or less, tract of land being the remainder of that tract described in deed as all of Lot 15 and 16 and part of Lots 13 and 14 of New City Block 1758 and recorded in Volume 2630, Pages 982-984 of the Official Public Records of Real Property of Bexar County, Texas, out of New City Block 1758 of the City of San Antonio, Bexar County, Texas. Said 0.585 acre tract being more fully described as follows, with bearings based on the Pearl Brewing Company Property subdivision recorded in Volume 5870, Pages 115-116 of the Deed and Plat Records of Bexar County, Texas;

**BEGINNING:** At a set ½" iron rod with cap marked "Pape-Dawson" at the north corner of the herein described tract, on the south right-of-way line of Newell Avenue, a 55-foot right-of-way established by the Texas Department of Transportation and the northeast corner of that 304 square foot tract described in deed to the San Antonio River Authority (SARA) recorded in Volume 12806, Pages 2463-2469 of the Official Public Records of Real Property of Bexar County, Texas;

**THENCE:** S 74°54'19" E, with said south line of said Newell Avenue a distance of 5.00 feet to a found iron rod with cap marked "SARA" on the high bank of the San Antonio River for the southeast corner of that Parcel 5-2 out of this tract recorded in Volume 3452, Pages 274-279 of the Official Public Records of Real Property of Bexar County, Texas;

**THENCE:** S 08°54'36" W, with the high bank of the San Antonio River a distance of 64.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

**THENCE:** S 33°29'33" E, with the high bank of the San Antonio River a distance of 120.03 feet to a set mag nail with cap marked "Pape-Dawson" in concrete on the northwest right-of-way line of Camden Street, a 55.6 foot right-of-way;

**THENCE:** S 51°15'30" W, with the northwest right-of-way line of Camden Street a distance of 76.34 feet to a found ½" iron rod at the southeast corner of the herein described tract at the northeast corner of that Parcel 5-1 recorded in the aforementioned Volume 3452, Pages 274-279 of the Official Public Records of Real Property of Bexar County, Texas and on the north line of Interstate Highway 35;

**THENCE:** With the north right-of-way line of Interstate Highway 35 the following bearings and distances:

N 77°03'10" W, a distance of 64.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

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Samuels Glass  
Tract 2  
0.585 Acres  
Job No: 9281-14

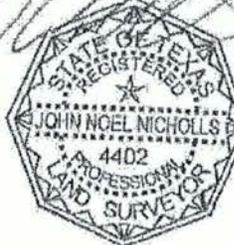
N 72°48'15" W, a distance of 141.71 feet to a found iron rod with cap marked "Gibbons" at the north corner of said Parcel 5-1 and the south corner of Lot 21 of the East Quincy Townhomes IDZ recorded in Volume 9659, Page 206 of the Deed and Plat Records of Bexar County, Texas and from which a found 5/8" iron rod at an angle of said Interstate Highway 35 and said East Quincy Townhomes bears N 79°57'17"W, a distance of 70.48 feet;

THENCE: N 51°24'45" E, departing the line of said Interstate Highway 35 with the southeast line of said East Quincy Townhomes and with the northwest line of the herein described tract a distance of 216.23 feet to a set 1/2" iron rod with cap marked "Pape-Dawson" at the south corner of the aforementioned 304 square foot tract and an angle of said East Quincy Townhomes;

THENCE: N 55°11'42" E, a distance of 11.02 feet to a found iron rod with cap marked SARA;

THENCE: N 49°37'16" E, a distance of 24.16 feet to the POINT OF BEGINNING, and containing 0.585 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9281-14 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: August 29, 2014, September 19, 2014.  
JOB NO. 9281-14  
DOC. ID. N:\Survey\14\14-9200\9281-14\Word\9281-14 Tract 2.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-00



**EXHIBIT "D"**

**Permitted Exceptions**

- a. Electric Line Right of Way Agreement granted to the City of San Antonio for the purpose(s) provided in instrument recorded in Volume 15214, Page 1569, Real Property Records, Bexar County, Texas. (Tract 1)
- b. Subterranean Flood Control Tunnel Easement granted to the San Antonio River Authority for the purpose(s) provided in instrument recorded in Volume 4252, Page 1236, Real Property Records, Bexar County, Texas. (Tract 1)
- c. A Lease Agreement between Grantor and Grantee dated effective April 9, 2015.

Doc# 20150060885  
# Pages 13  
04/09/2015 3:32PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$70.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
04/09/2015 3:32PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

A 0.919 acre, or 40,046 square feet more or less, tract of land being all of Lots 1-6, Block 11, being that same 0.919 acre tract described in conveyance to LALA, Inc. Raju Khatri and Bhupendra Khatri in Warranty Deed with Vendor's Lien recorded in Volume 7339, Pages 686-691 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block (N.C.B.) 1005 of the City of San Antonio, Bexar County, Texas. Said 0.919 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone;

BEGINNING: At a found  $\frac{1}{2}$ " iron rod, at the intersection of the northeast right-of-way line of Schiller Street, a 55.6-foot right-of-way and the southeast right-of-way line of East Elmira Street, a variable width right-of-way, the west corner of said Lot 1;

THENCE: N  $55^{\circ}57'01''$  E, along and with the southeast right-of-way line of said East Elmira Street, the northwest line of said Lot 1, a distance of 57.75 feet to a found  $\frac{1}{2}$ " iron rod, the west corner of Lot 1, Block 8 of the Myrtlelawn Subdivision recorded in Volume 642, Page 323 of the Deed and Plat Records of Bexar County, Texas, the north corner of said Lot 1, Block 11;

THENCE: S  $65^{\circ}24'11''$  E, departing, the southeast right-of-way line of said East Elmira Street, along and with the southwest line of said Block 8, the northeast line of said Lot 1, Block 11, at a distance of 131.0 feet passing the north corner of said Lot 2, Block 11 the east corner of said Lot 1, Block 11, continuing along and with the southwest line of said Block 8, the northeast line of said Lot 2, Block 11, for a total distance of 196.66 feet to a found  $\frac{1}{2}$ " iron rod, an angle point of the San Antonio River, a variable width right-of-way, the east corner of said Lot 2, Block 11;

THENCE: Departing the southwest line of said Block 8, along and with the southwest right-of-way line of said San Antonio River, the northeast line of said Block 11 the following calls and distances:

S  $56^{\circ}03'31''$  W, a distance of 18.71 feet to a found lead plug and tack, the north corner of the aforementioned Lot 3, Block 11, an angle point of said San Antonio River, from which a  $\frac{3}{4}$ " iron rod bears S  $25^{\circ}27'44''$  E - 0.86 feet ;

S  $21^{\circ}50'25''$  E, a distance of 57.24 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", the north corner of the aforementioned Lot 4, Block 11, the east corner of said Lot 3, Block 11, an angle point of said San Antonio River;

Exhibit "A"

S 16°06'48" E, a distance of 58.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the north corner of the aforementioned Lot 5, Block 11, the east corner of said Lot 4, Block 11, an angle point of said San Antonio River;

S 06°33'04" E, a distance of 63.04 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the north corner of the aforementioned Lot 6, Block 11, the east corner of said Lot 5, Block 11, an angle point of said San Antonio River, from which a ½" iron rod bears S 07°11'47" W – 1.45 feet;

S 17°51'05" W, a distance of 46.25 feet to a found 1" iron pipe, on the northwest line of Lot 7, of said Block 11, the east corner of said Lot 6, Block 11, an angle point of said San Antonio River;

THENCE: S 56°02'44" W, departing the southwest right-of-way line of said San Antonio River, along and with the northwest line of said Lot 7, Block 11, the southeast line of said Lot 6, Block 11, a distance of 47.01 feet to a found 1" pipe, on the northeast right-of-way line of the aforementioned Schiller Street, the west corner of said Lot 7, Block 11, the south corner of said Lot 6;

THENCE: N 33°50'09" W, along and with the northeast right-of-way line of said Schiller Street, the southwest line of said Block 11, a distance of 364.16 feet to the POINT OF BEGINNING and containing 0.919 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 28, 2010  
JOB No.: 9219-10  
DOC.ID.: N:\Survey\10\10-9200\9219-10\WORD\9219-10-TRACT2.doc



A handwritten signature in black ink, appearing to read "G. E. Buchanan", written over the bottom portion of the professional seal.

SG/j  
10/04/2018  
Item No. Z-3

# **EXHIBIT “B”**

