

SCANNED

AFTER RECORDING RETURN TO:
HEMISFAIR PARK PUBLIC FACILITIES
CORPORATION

Attn: Executive Director

P. O. Box 839966

San Antonio, Texas 78283-3966



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

**DEED WITHOUT WARRANTY
(Tract 4 – 1.128 Acres)**

Date: December 18, 2013

Grantor: City of San Antonio, Texas, a Texas municipal corporation, pursuant to Ordinance No. 2013-12-05-0834, duly adopted by the City Council of City of San Antonio on December 5, 2013

Grantor's Mailing Address: P. O. Box 839966, San Antonio, Bexar County, Texas 78283-3966,
Attention: City Attorney, 3rd Floor, City Hall.

Grantee: Hemisfair Park Public Facilities Corporation, a Texas non-profit corporation

Grantee's Mailing Address: P. O. Box 839966, San Antonio, Bexar County, Texas 78283-3966,
Attention: City Attorney, 3rd Floor, City Hall.

Consideration: Cash and other good and valuable consideration and other benefits accruing to Grantor under that certain Hemisfair Park Redevelopment Master Plan approved by Grantor, as set forth in Ordinance No. 2013-12-05-0834, duly adopted by the City Council of the City of San Antonio on February 9, 2012, the sufficiency and receipt of all of which are hereby confessed and acknowledged.

Property (including any improvements):

All of that parcel or tract of land in the City of San Antonio, Bexar County, Texas, more particularly described on an instrument attached hereto marked for purposes of identification as Exhibit A and incorporated herein by reference for all purposes.

Reservations from Conveyance:

1. All portions of the Property which may lie within a public road or right-of-way are reserved, saved and excepted from this conveyance.
2. Grantor reserves and retains the right to use, occupy, enjoy, improve and remove, without payment of rent or additional consideration other than the conveyance of the Property to Grantee, all or any part of the improvements in, on or under the Property, whether above, on or below the surface of the Property, such rights to continue until abandoned by Grantor by written notice to Grantee.

Exceptions to Conveyance: This conveyance is subject to validly existing and effective leases, tenancies, easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes now owing and unpaid or which may be hereafter assessed against any part of the Property, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, transfers, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's legal representatives, successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS TRANSFER AND SALE IS MADE BY GRANTOR TO GRANTEE AS A LAND BANK PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 379C.104, LAND USED FOR WORLD EXPOSITION.

THIS PROPERTY IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT, EMPLOYEE, OFFICER, ELECTED OFFICIAL OR OTHER REPRESENTATIVE OF GRANTOR. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED IN THIS DEED WITHOUT WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE HEREBY RELEASES GRANTOR FROM ANY LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY AND CLAIMS BASED ON GRANTOR'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY), FOR, CONCERNING OR REGARDING:

A. THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE INCLUDING, WITHOUT LIMITATION, THE PUBLIC PURPOSE;

B. ANY IMPROVEMENTS OR SUBSTANCES LOCATED OR COMPRISING THE PROPERTY; OR

C. THE COMPLIANCE OF THE PROPERTY WITH ANY STATUTE, LAW, TREATY, RULE, CODE, ORDINANCE, REGULATION, PERMIT, OFFICIAL INTERPRETATION, CERTIFICATE, JUDGMENT, DECISION, DECREE, INJUNCTION, WRIT, ORDER OR LIKE ACTION OF ANY FEDERAL, STATE, COUNTY, MUNICIPALITY, COURT, TRIBUNAL, REGULATORY COMMISSION OR OTHER OR OTHER GOVERNMENTAL ENTITY, AUTHORITY, AGENCY OR BODY, WHETHER LEGISLATIVE, JUDICIAL OR EXECUTIVE (OR A COMBINATION OR PERMUTATION THEREOF) WITH JURISDICTION OVER THE PROPERTY.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT PRIOR TO DELIVERY OF THIS DEED WITHOUT WARRANTY, GRANTEE HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND GRANTEE HAS MADE ITS DETERMINATION AS TO (1) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS, AND (2) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO TRANSFER OF THE PROPERTY TO GRANTEE.

GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, RELATING TO THE

PROPERTY, OR EITHER OF THEM, INCLUDING ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

This conveyance is intended to include any property interests obtained by after-acquired title.

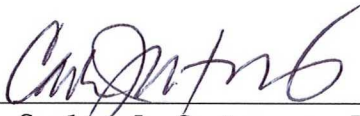
When the context requires, singular nouns and pronouns include the plural.

[Signatures appear on following pages.]

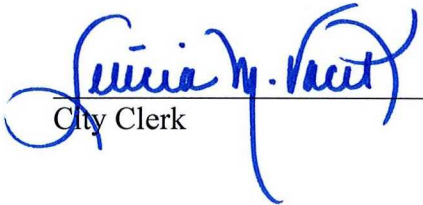
Signed to be effective as of the first date above written.

GRANTOR:

CITY OF SAN ANTONIO, TEXAS, a Texas
municipal corporation

By: 
Name: Carlos J. Contreras, III
Title: Assistant City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:

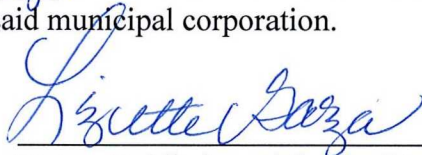

[Assistant] City Attorney

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 19th day of December, 2013, by Carlos Contreras, III ASST. City Mgr. of **CITY OF SAN ANTONIO, TEXAS**, a Texas municipal corporation, on behalf of said municipal corporation.



Notary Public in and for the State of Texas

My commission expires: 6/22/2015



GRANTEE:

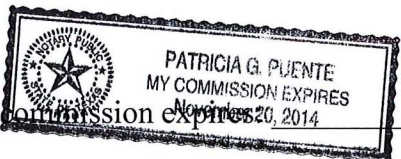
HEMISFAIR PARK PUBLIC FACILITIES CORPORATION,
a Texas non-profit corporation

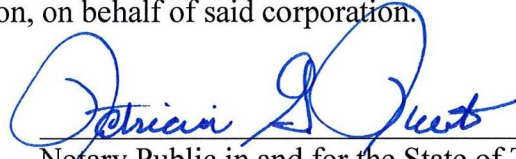
By: 
Name: Julian Castro
Title: President, Hemisfair Park
Public Facilities Corp.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 19 day of December, 2013, by Julian Castro, PRESIDENT of Hemisfair Park Public Facilities Corporation, a Texas non-profit corporation, on behalf of said corporation.

My commission expires November 20, 2014




Notary Public in and for the State of Texas

EXHIBITS:
Exhibit A-1 Description of Land Bank Tract 4

EXHIBIT A TO DEED WITHOUT WARRANTY

LAND BANK TRACT 4

A 1.128 acre, or 49,143 square feet more or less, tract of land out of that out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.128 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 57°23'51" E, departing the east right-of-way line of said South Alamo Street, over and across said Lot 12 and a 4.081 acre Park Tract 2, surveyed concurrently, a distance of 298.08 feet to the POINT OF BEGINNING being a reentrant corner of said 4.081 acre tract and the west corner of the herein described tract, said point of beginning at North 13,700,275.36 and East 2,131,703.40 of said coordinate system;

THENCE: Over and across said Lot 12 with the east line of said 4.081 acre tract, the following bearings and distances;

N 41°35'06" E, a distance of 173.84 feet to a set ½" iron rod with cap marked "Pape-Dawson" for point of curvature on the northwest line of the herein described tract;

Along a tangent curve to the right, said curve having a radius of 49.50 feet, a central angle of 22°25'10", a chord bearing and distance of N 52°47'41" E, 19.25 feet, for an arc length of 19.37 feet to a set ½" iron rod with cap marked "Pape-Dawson", for a point of tangency on the northwest line of the herein described tract;

N 64°00'16" E, a distance of 54.87 feet to a set ½" iron rod with cap marked "Pape-Dawson" for an angle point on the northwest line of the herein described tract;

N 47°22'16" E, a distance of 48.34 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the north corner of the herein described tract;

THENCE: S 43°44'03" E, departing the east line of said 4.081 acre tract, continuing over and across said Lot 12, a distance of 156.42 feet to a set ½" iron rod with cap marked "Pape-Dawson" for east corner of the herein described tract;

THENCE: S 44°23'47" W, continuing over and across said Lot 12, a distance of 279.47 feet to a set ½" iron rod with cap marked "Pape-Dawson" at an east corner of said 4.081 acre tract, for the south corner of the herein described tract;

THENCE: N 48°17'42" W, continuing over and across said Lot 12, with the east line said 4.081 acre tract, a distance of 171.73 feet to the POINT OF BEGINNING, and containing 1.128 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 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Landbank - Tract 4.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 20 2013



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20130258042 Fees: \$44.00
12/20/2013 2:57PM # Pages 8
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK