

**Real Estate Sales Contract**  
**(Fresno and IH10 Tracts)**

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**Authorizing  
Ordinance:**

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

**Seller:** City of San Antonio

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

**Phone:** 210-207-8234

**Email:** Steve.Hodges@sanantonio.gov

**Type of Entity:** a Texas municipal corporation

**Buyer:** Briarwood Commerce, LLC, a Texas Limited Liability  
Company

**Address:** 5956 Sherry Lane  
Suite 1250  
Dallas, TX 75225

**Phone:** 214.522.7739

**Email:** [dflorence@briarwood-capital.com](mailto:dflorence@briarwood-capital.com)

**Property:** Lots 11-14, Block 56, New City Block 7147

Lots 3-4, Block 57, New City Block 7160

Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, of the Deed and Plat Records of Bexar County and more fully described in Exhibit A ("Land"), together with improvements to the Land.

**Title Company:** Chicago Title Company  
Attn: Gregory Crane

**Address:** 270 N. Loop 1604 East, Suite 100  
San Antonio, Texas 78232

**Phone:** 210.482.3512

**Email:** [Greg.Crane@ctt.com](mailto:Greg.Crane@ctt.com)

**Purchase Price:** Lots 11-14, Block 56, New City Block 7147  
**\$120,420.20**

Lots 3-4, Block 57, New City Block 7160  
**\$23,331.20**

**Total for both properties: \$143,751.40**

**Earnest Money:** \$1,000.00

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

**County for Performance:** Bexar County, Texas

## 1. Deadlines and Other Dates.

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

- |                                    |                                  |
|------------------------------------|----------------------------------|
| 1.01. Earnest Money Deadline       | 10 Days after the Effective Date |
| 1.02. Delivery of Title Commitment | 30 Days after the Effective Date |

1.03.	Delivery of Survey	20	Days after Effective Date
1.04.	Delivery of legible copies of instruments referenced in the Title Commitment and Survey	10	Days after the Effective Date
1.05.	Delivery of Seller's records as specified in Exhibit C	10	Days after the Effective Date
1.06.	Buyer's Objection Deadline	20	Days after the receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment, Survey
1.07.	Seller's Cure Notice Deadline	10	Days after Buyer's Objection Deadline
1.08.	Buyer's Termination Deadline	10	Days after Notice of Cure Deadline
1.09.	End of Inspection Period	180	Days after the Effective Date
1.10.	Closing Date	30 days after the Inspection Period, unless a longer period is needed by Buyer to remove a deed restriction limiting use of the property to residential purposes. However, in no case shall the Closing Date be extended for longer than 1 year after the Effective Date of this contract.	

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

1.13. The representations of the parties on **Exhibit B** are true and correct at the time of signing this Agreement and will be true at Closing.

1.14. The deed delivered at Closing must be substantially in the form shown at **Exhibit C**.

1.15. Should this contract be terminated for any reason Seller shall retain the Earnest Money.

## 2. Buyer's Activities on the Property.

If Buyer enters the Property before closing for further inspection or testing or any other reason, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property. Further, Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

## 3. Closing Documents.

Should Buyer not be able or willing to conclude the sale of Property within 1 year of the Effective Date of this contract Seller may terminate this contract and have no further obligation or liability under it.

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

Deed Without Warranty

IRS Non-foreign Person Affidavit

Evidence of Seller's authority to close this transaction

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

Evidence of Buyer's authority to consummate this transaction

Purchase Price

## 4. Closing.

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

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- c. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.
- d. *Condition Precedent.* The closure, abandonment, vacation and sale by Seller to Buyer of adjacent right-of-way, described in **Exhibit D**, at a time prior to or concurrent with Closing of the Property shall be an

express condition of Closing. Should Seller fail to close, abandon, vacate and sell the right-of-way described in Exhibit D to Buyer prior to or concurrent with Closing of the Property, Buyer may terminate this contract.

4.02. *Transaction Costs*

- a. Buyer will pay:
  - i. the basic charge for the Title Policy;
  - ii. one-half of the escrow fee charged by Title Company;
  - iii. the costs to prepare the deed;
  - iv. the costs to record all documents to cure Title Objections agreed to be cured by Seller;
  - v. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
  - vi. the additional premium for the "survey/area and boundary deletion" in the Title Policy
  - vii. the costs to obtain the Survey and certificates or reports of ad valorem taxes;
  - viii. the costs to deliver copies of the instruments described in article 1; and
  - ix. Buyer's expenses and attorney's fees.
  
- b. Seller will pay:
  - i. one-half of the escrow fee charged by Title Company;
  - ii. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
  - iii. Seller's expenses and attorney's fees.

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

d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

## **5. Prohibited Interests in Contracts.**

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

(i) a City officer or employee;

(ii) his parent, child or spouse;

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

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

5.02 Buyer warrants and certifies as follows:

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

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

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

## **6. Miscellaneous Provisions.**

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

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

6.03. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

6.04. *Modification.*

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

6.04.02. The Director of the Transportation and Capital Improvements Department may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

6.05. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

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

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

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

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

6.10. *City Process.*

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

6.10.02. Buyer understands that Buyer may be required to plat or replat the Property under state law and/or City of San Antonio code provisions. Buyer agrees to plat or replat in accordance with state law or code provisions as it relates to Buyer's use of the Property. This section shall survive the closing or early termination of this contract.

6.11. *Survival.* The obligations in this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract and/or closing. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6.12. *Assignment.* Buyer may assign this contract and Buyer's rights under it to any person or entity; provided, however, that a copy of the executed assignment be provided to Seller within thirty (30) days of such assignment. Such assignment shall relieve the Buyer of its obligations under this contract, and the assignee be liable for the performance of such obligations after any such assignment.



**7. Public Information.**

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**Seller:**

**City of San Antonio**, a Texas  
municipal corporation

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Buyer:**

**Briarwood Commerce, LLC**

Signature:  \_\_\_\_\_

Printed Name: H. Walker Royall

Title: Member

Date: 4-6-18

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

## Title Company Acknowledgment and Receipt

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**Seller:** City of San Antonio

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

**Buyer:** Briarwood Commerce, LLC

**Address:** 5956 Sherry Lane  
Suite 1250  
Dallas, TX 75225

Lots 11-14, Block 56, New City Block 7147

**Property:** Lots 3-4, Block 57, New City Block 7160

Los Angeles Heights Subdivision, recorded in Volume 105,  
Page 284, of the Deed and Plat Records of Bexar County.

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

### Chicago Title Company

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

Printed

Name: Gregory Crane

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

Date: \_\_\_\_\_

## Exhibit A: Property Descriptions

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September 20, 2017

Page 1 of 4

PROPERTY DESCRIPTION OF A 0.456 OF AN ACRE TRACT (D)  
SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING a 0.456 of an acre (19,870 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of the following Lots and Blocks of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas:

Lot 11, Block 56, New City Block 7147, described in an instrument from John C. Myrick and wife, Mary D. Myrick to the City of San Antonio, Bexar County, Texas, recorded in Volume 4025, Page 3, Deed Records Bexar County, Texas, dated May 23, 1957,

Lot 12, Block 56, New City Block 7147, described in an instrument from Cecil R. Pyle and wife, Allie Pyle to the City of San Antonio, Bexar County, Texas, recorded in Volume 4021, Page 544, Deed Records Bexar County, Texas, dated May 22, 1957,

Lot 13, Block 56, New City Block 7147, described in an instrument from L. M. Duncan and wife, Nita R. Duncan to the City of San Antonio, Bexar County, Texas, recorded in Volume 4045, Page 395, Deed Records Bexar County, Texas, dated July 23, 1957,

Lot 14, Block 56, New City Block 7147, described in an instrument from Nicanora Resendiz, a widow to the City of San Antonio, Bexar County, Texas, recorded in Volume 4011, Page 199, Deed Records Bexar County, Texas, dated April 23, 1957,

the aforementioned 0.456 of an acre tract of land, being more particularly described by metes and bounds as follows:

BEGINNING at a found Texas Department of Transportation "Type II" concrete monument (having coordinates of N: 13,720,082.24, E: 2,122,463.96), lying in the existing North right-of-way line of McIlvaine Street (variable width right-of-way), for a point of curvature of the herein described 0.456 of an acre tract;

- (1) THENCE NORTHWESTERLY, an arc distance of 33.85 feet, with a curve to the right having a radius of 30.00 feet, a delta angle of 64°39'20", and a chord which bears North 58°10'16" West, 32.09 feet, along the existing North right-of-way line of the aforementioned McIlvaine Street, across the aforementioned Lot 13, to a found Texas Department of Transportation "Type II" concrete monument, lying in the existing East right-of-way line of Interstate Highway 10 (variable width right-of-way), for a point of tangency of the herein described 0.456 of an acre tract;

- (2) THENCE NORTH 25°50'36" WEST, 112.80 feet, along the existing East right-of-way line of the aforementioned Interstate Highway 10, across the aforementioned Lot 13 and Lot 14, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the North line of said Lot 14 and the South line of a 10 foot wide alley, Block 56, of the aforementioned Los Angeles Heights Subdivision, for the Northwest corner of the herein described 0.456 of an acre tract;
- (3) THENCE NORTH 89°53'20" EAST, 197.14 feet, along the North line of the aforementioned Lots 14, 13, 12, and 11 and the South line of the aforementioned 10 foot alley, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the West line of Warner Avenue, of the aforementioned Los Angeles Heights Subdivision, for the Northeast corner of said Lot 11, the Southeast corner of said 10 foot wide alley, and the Northeast corner of the herein described 0.456 of an acre tract;
- (4) THENCE SOUTH 00°06'40" EAST, 116.76 feet, along the East line of the aforementioned Lot 11 and the West line of the aforementioned Warner Avenue, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the existing North right-of-way line of the aforementioned McIlvaine Street, for the Southeast corner and a point of curvature of the herein described 0.456 of an acre tract;
- (5) THENCE SOUTHWESTERLY, an arc distance of 25.35 feet, with a curve to the right having a radius of 320.00 feet, a delta angle of 04°32'19", and a chord which bears South 87°13'54" West, 25.34 feet, across the aforementioned Lot 11, to a found Texas Department of Transportation "Type II" concrete monument, for a point of tangency of the herein described 0.456 of an acre tract;

- (6) THENCE SOUTH 89°30'04" WEST, 95.63 feet, along the existing North right-of-way line of the aforementioned McIlvaine Street and across the aforementioned Lots 11, 12, 13, and 14, to the POINT OF BEGINNING and containing 0.456 of an acre (19,870 square feet) of land;

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.

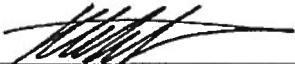
The unit of measure is the U.S. Survey feet.

A plat of even survey date herein accompanies and is made a part of this description.

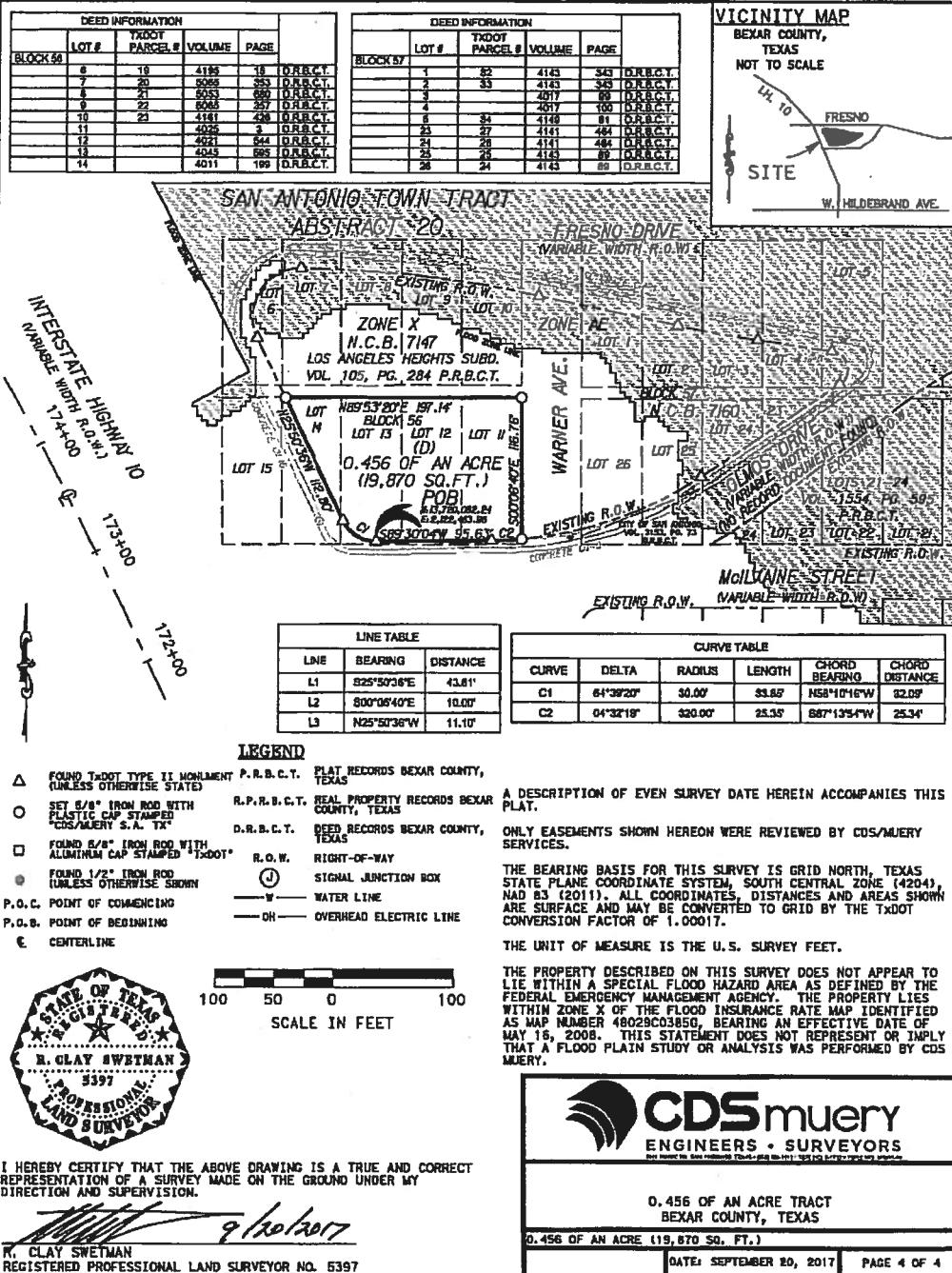
THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF HEXAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 20<sup>th</sup> day of September, 2017 A.D.

  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas





September 20, 2017

Page 1 of 4

PROPERTY DESCRIPTION OF A 0.088 OF AN ACRE TRACT (E)  
SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING a 0.088 of an acre (3,850 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of the following Lots and Blocks of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas:

Lot 3, Block 57, New City Block 7160, described in an instrument from F. A. Carrico and Alfred W. Carrico, also known as A. W. Carrico, to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 99, Deed Records Bexar County, Texas, dated May 8, 1957,

Lot 4, Block 57, New City Block 7160, described in an instrument from Alfred W. Carrico, being also known as A. W. Carrico to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 100, Deed Records Bexar County, Texas, dated May 8, 1957,

the aforementioned 0.088 of an acre tract of land, being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod with aluminum cap stamped "TxDOT", (having coordinates of N: 13,720,256.60, E: 2,122,734.34, lying in the existing South right-of-way line of Fresno Drive (variable width right-of-way), the West line of the aforementioned Lot 3, and the East line of Lot 2, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Federal Lumber Company, Inc., a Texas corporation, to the State of Texas, recorded in Volume 4143, Page 343, Deed Records Bexar County, Texas, dated March 6, 1958, for the Northwest corner and a point of curvature of the herein described 0.088 of an acre tract;

- (1) THENCE SOUTHEASTERLY, an arc distance of 46.64 feet, with a curve to the left having a radius of 1,049.31 feet, a delta angle of 02°32'49", and a chord which bears South 80°30'08" East, 46.64 feet, along the existing South right-of-way line of the aforementioned Fresno Drive, across the aforementioned Lots 3 and 4, to a found Texas Department of Transportation "Type II" concrete monument, for a point of tangency of the herein described 0.088 of an acre tract;

- (2) THENCE SOUTH 81°46'33" EAST, 54.57 feet, continuing along the existing South right-of-way line of the aforementioned Fresno Drive, across the aforementioned Lot 3 and Lot 4, to a found 5/8 inch iron rod with aluminum cap stamped "TxDCT", lying in the East line of said Lot 4 and the West line of Lot 5, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from WM. Dellerman to the State of Texas, recorded in Volume 4149, Page 81, Deed Records Bexar County, Texas, dated May 5, 1958, for the Northeast corner of the herein described 0.088 of an acre tract;
- (3) THENCE SOUTH 00°06'40" EAST, 31.02 feet, along the East line of the aforementioned Lot 4 and the West line of the aforementioned Lot 5, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the North line of a 10 foot wide alley (per the aforementioned Los Angeles Heights Subdivision), for the Southeast corner of said Lot 4, the Southwest corner of Lot 5, and the Southeast corner of the herein described 0.088 of an acre tract;
- (4) THENCE SOUTH 89°53'20" WEST, 99.98 feet, along the South line of the aforementioned Lot 4, the South line of the aforementioned Lot 3, and the North line of the aforementioned 10 foot wide alley, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", for the Southwest corner of said Lot 3, the Southeast corner of the aforementioned Lot 2, and the Southwest corner of the herein described 0.088 of an acre tract;



- (5) THENCE NORTH 00°06'40" WEST, 46.71 feet, along the West line of the aforementioned Lot 3 and the East line of the aforementioned Lot 2, to the POINT OF BEGINNING and containing 0.088 of an acre (3,850 square feet) of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.

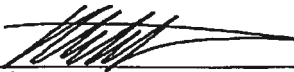
The unit of measure is the U.S. Survey Feet

A plat of even survey date herein accompanies and is made a part of this description.

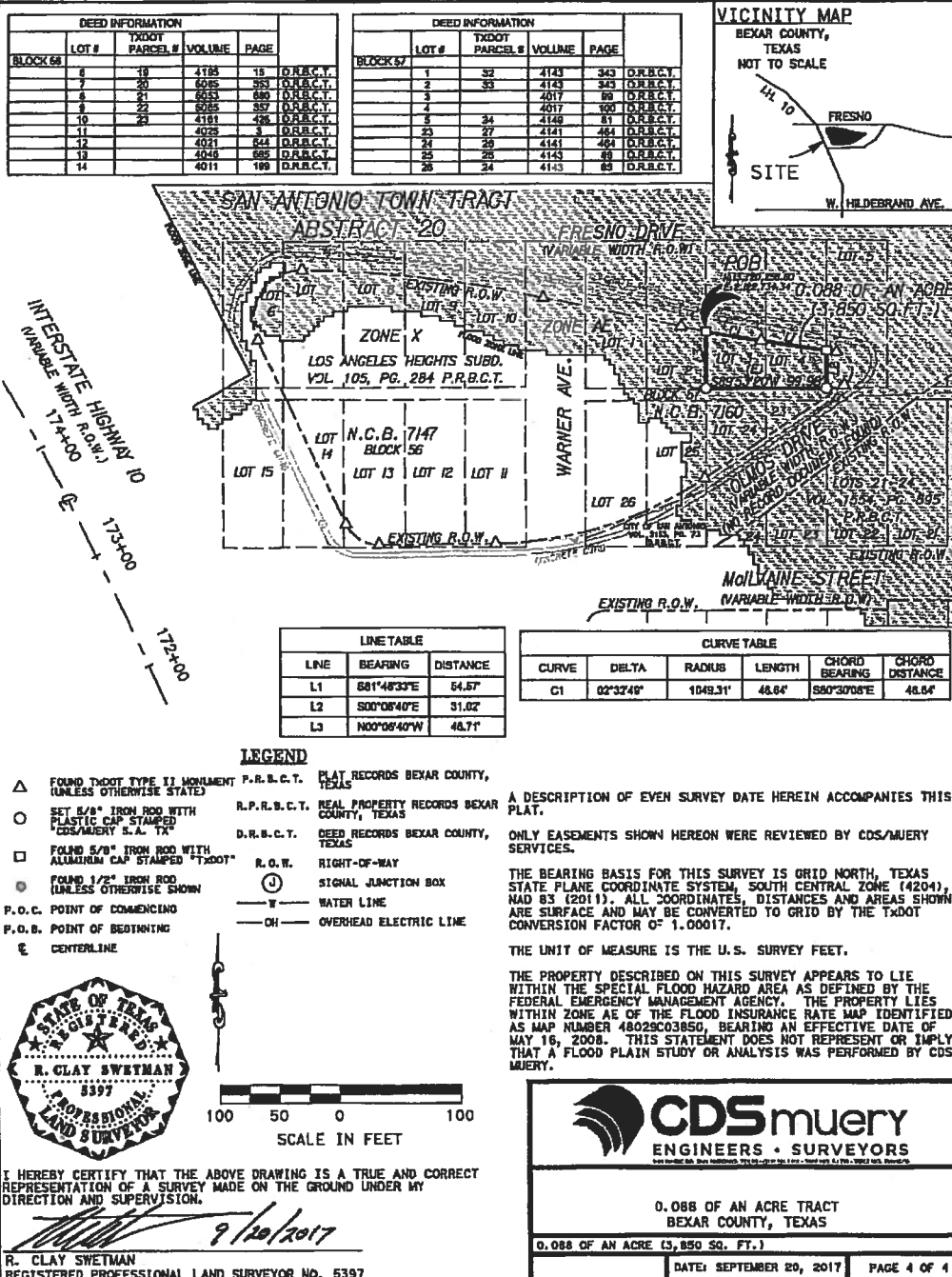
THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEJAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 20<sup>th</sup> day of September, 2017 A.D.

  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas





## Exhibit B: Representations

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### Representations; Environmental Matters

#### A. Seller's Representations to Buyer

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

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

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

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

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

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

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

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

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

**B. "As Is, Where Is"**

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

**The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. All Warranties, Except The Warranty Of Title In The Closing Documents, Are Disclaimed.**

Additionally, the Property shall be conveyed subject to a reservation of a drainage easement in favor of the City of San Antonio and a utility easement in favor of CPS Energy.

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

**C. Environmental Matters**

**After Closing, As Between Buyer And Seller, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Buyer, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Buyer Indemnifies, Holds Harmless, And Releases Seller From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (Cercla), The Resource Conservation And Recovery Act (Rcra), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Seller's Own Negligence Or The Negligence Of Seller's**

**Representatives. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Sellers In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.**

These provisions regarding Environmental Matters shall survive closing, and remain in effect indefinitely. The provisions of this section C regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

**D. Buyer's Representations to Seller**

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

1. *Authority.* Buyer has the intention and ability to acquire the Property from Seller. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Seller.

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

## Exhibit C: Form of Deed

---

**Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.**

---

State of Texas        }  
                              }  
County of Bexar     }

## Deed Without Warranty

---

**Authorizing Ordinance:**

**Statutory Authority:** Local Government Code § 272.001(b)

**SP No./Parcel:**

**Grantor:** City of San Antonio

**Grantor's Mailing Address:** City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

**Grantor's Street Address:** City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

**Grantee:**

**Grantee's Mailing Address:**

**Consideration:** \$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

**Property:** All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows:

more particularly described by metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

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

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

- A. **Reservations:** All reservations affecting the Property.
- B. **Easements:** All recorded and unrecorded easements, whether or not open and obvious; the City of San Antonio retains for itself an easement over the property shown and described in **Exhibit "B"** for drainage purposes such that it may continue to access, use, repair, upgrade, and maintain the Property for such purposes.
- C. **Restrictions:** All covenants and restrictions affecting the Property.
- D. **Exceptions:** All instruments affecting the Property, whether or not recorded.
- E. **Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

**Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.**

**Grantee acknowledges and agrees that the Grantee assumes all risk, liability and expenses associated with the abatement of any asbestos discovered on the property, and releases Grantor from any future liability or expense associated with asbestos abatement.**

**After Closing, As Between Grantee And Grantor, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Grantee, Regardless Of Whether The**

**Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Grantee Indemnifies, Holds Harmless, And Releases Grantor From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (Cercla), The Resource Conservation And Recovery Act (Rcra), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Grantor's Own Negligence Or The Negligence Of Grantor's Representatives. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Grantors In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.**

**Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.**

In Witness Whereof, Grantor has caused its representative to set its hand:

**Grantor:**

City of San Antonio, a Texas municipal corporation

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

Printed

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

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

Date: \_\_\_\_\_

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

**Approved As To Form:**

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

City Attorney



The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by \_\_\_\_\_, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**After Recording, Return To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A – Property Description

September 20, 2017

Page 1 of 4

### PROPERTY DESCRIPTION OF A 0.456 OF AN ACRE TRACT (D) SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING a 0.456 of an acre (19,870 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of the following Lots and Blocks of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas:

Lot 11, Block 56, New City Block 7147, described in an instrument from John C. Myrick and wife, Mary D. Myrick to the City of San Antonio, Bexar County, Texas, recorded in Volume 4025, Page 3, Deed Records Bexar County, Texas, dated May 23, 1957,

Lot 12, Block 56, New City Block 7147, described in an instrument from Cecil R. Pyle and wife, Allie Pyle to the City of San Antonio, Bexar County, Texas, recorded in Volume 4021, Page 544, Deed Records Bexar County, Texas, dated May 22, 1957,

Lot 13, Block 56, New City Block 7147, described in an instrument from L. M. Duncan and wife, Nita R. Duncan to the City of San Antonio, Bexar County, Texas, recorded in Volume 4045, Page 595, Deed Records Bexar County, Texas, dated July 23, 1957,

Lot 14, Block 56, New City Block 7147, described in an instrument from Nicanora Resendiz, a widow to the City of San Antonio, Bexar County, Texas, recorded in Volume 4011, Page 199, Deed Records Bexar County, Texas, dated April 23, 1957,

the aforementioned 0.456 of an acre tract of land, being more particularly described by metes and bounds as follows:

BEGINNING at a found Texas Department of Transportation "Type II" concrete monument (having coordinates of N: 13,720,082.24, E: 2,122,463.96), lying in the existing North right-of-way line of McIlvaine Street (variable width right-of-way), for a point of curvature of the herein described 0.456 of an acre tract;

- (1) THENCE NORTHWESTERLY, an arc distance of 33.85 feet, with a curve to the right having a radius of 30.00 feet, a delta angle of 64°39'20", and a chord which bears North 58°10'16" West, 32.09 feet, along the existing North right-of-way line of the aforementioned McIlvaine Street, across the aforementioned Lot 13, to a found Texas Department of Transportation "Type II" concrete monument, lying in the existing East right-of-way line of Interstate Highway 10 (variable width right-of-way), for a point of tangency of the herein described 0.456 of an acre tract;

- (2) THENCE NORTH 25°50'36" WEST, 112.80 feet, along the existing East right-of-way line of the aforementioned Interstate Highway 10, across the aforementioned Lot 13 and Lot 14, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the North line of said Lot 14 and the South line of a 10 foot wide alley, Block 56, of the aforementioned Los Angeles Heights Subdivision, for the Northwest corner of the herein described 0.456 of an acre tract;
- (3) THENCE NORTH 89°53'20" EAST, 197.14 feet, along the North line of the aforementioned Lots 14, 13, 12, and 11 and the South line of the aforementioned 10 foot alley, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the West line of Warner Avenue, of the aforementioned Los Angeles Heights Subdivision, for the Northeast corner of said Lot 11, the Southeast corner of said 10 foot wide alley, and the Northeast corner of the herein described 0.456 of an acre tract;
- (4) THENCE SOUTH 00°06'40" EAST, 116.76 feet, along the East line of the aforementioned Lot 11 and the West line of the aforementioned Warner Avenue, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the existing North right-of-way line of the aforementioned McIlvaine Street, for the Southeast corner and a point of curvature of the herein described 0.456 of an acre tract;
- (5) THENCE SOUTHWESTERLY, an arc distance of 25.35 feet, with a curve to the right having a radius of 320.00 feet, a delta angle of 04°32'19", and a chord which bears South 87°13'54" West, 25.34 feet, across the aforementioned Lot 11, to a found Texas Department of Transportation "Type II" concrete monument, for a point of tangency of the herein described 0.456 of an acre tract;

- (6) THENCE SOUTH 89°30'04" WEST, 95.63 feet, along the existing North right-of-way line of the aforementioned McIlvaine Street and across the aforementioned Lots 11, 12, 13, and 14, to the POINT OF BEGINNING and containing 0.456 of an acre (19,870 square feet) of land;

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.

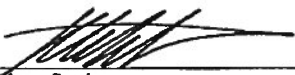
The unit of measure is the U.S. Survey feet.

A plat of even survey date herein accompanies and is made a part of this description.

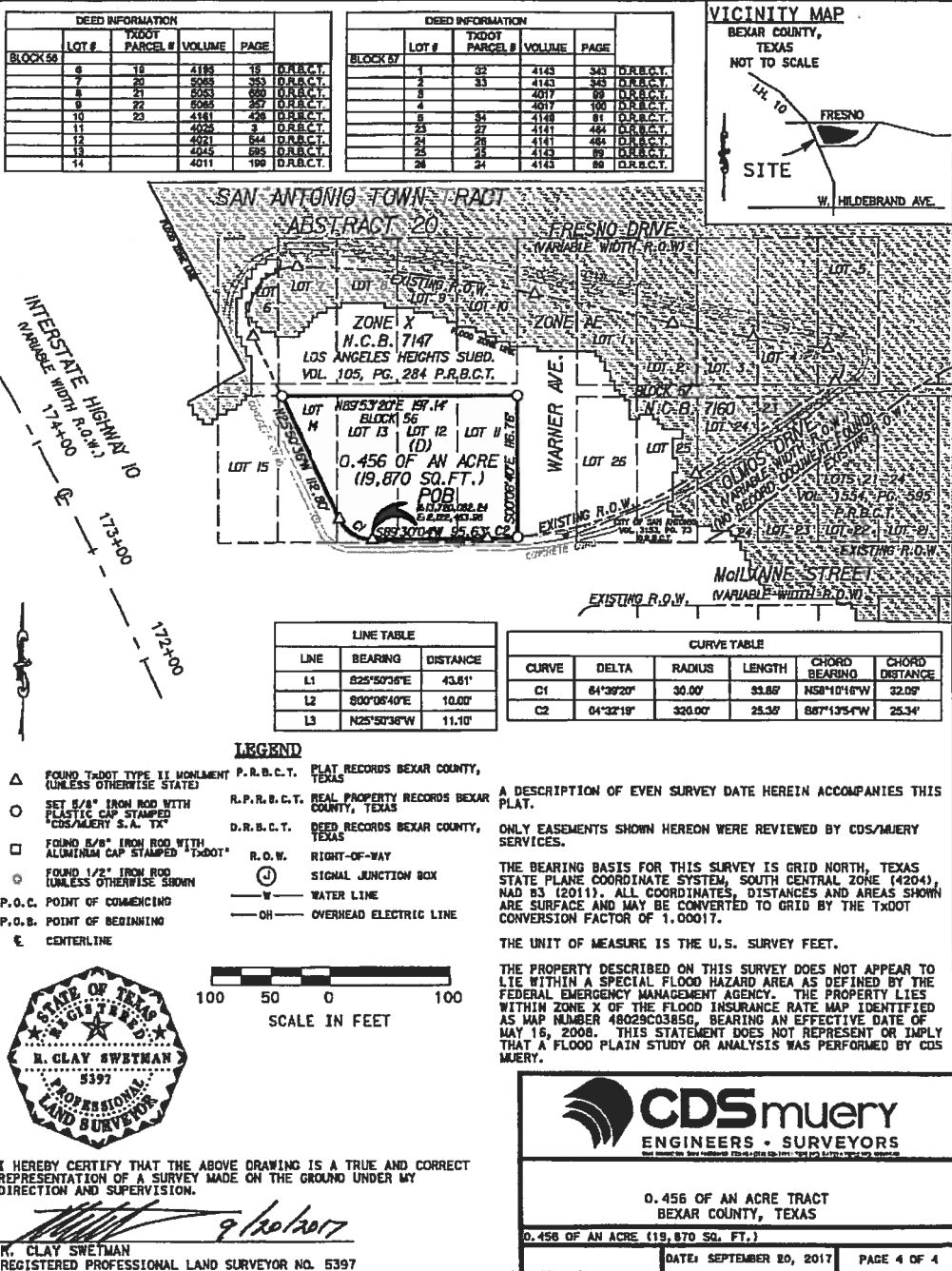
THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 20th day of September, 2017 A.D.

  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas





PROPERTY DESCRIPTION OF A 0.088 OF AN ACRE TRACT (E)  
SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING a 0.088 of an acre (3,850 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of the following Lots and Blocks of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas:

Lot 3, Block 57, New City Block 7160, described in an instrument from F. A. Carrico and Alfred W. Carrico, also known as A. W. Carrico, to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 99, Deed Records Bexar County, Texas, dated May 8, 1957,

Lot 4, Block 57, New City Block 7160, described in an instrument from Alfred W. Carrico, being also known as A. W. Carrico to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 100, Deed Records Bexar County, Texas, dated May 8, 1957,

the aforementioned 0.088 of an acre tract of land, being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod with aluminum cap stamped "TRDOT", (having coordinates of N: 13,720,256.60, E: 2,122,734.34, lying in the existing South right-of-way line of Fresno Drive (variable width right-of-way), the West line of the aforementioned Lot 3, and the East line of Lot 2, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Federal Lumber Company, Inc., a Texas corporation, to the State of Texas, recorded in Volume 4143, Page 343, Deed Records Bexar County, Texas, dated March 6, 1958, for the Northwest corner and a point of curvature of the herein described 0.088 of an acre tract;

- (1) THENCE SOUTHEASTERLY, an arc distance of 46.64 feet, with a curve to the left having a radius of 1,049.31 feet, a delta angle of 02°32'49", and a chord which bears South 80°30'08" East, 46.64 feet, along the existing South right-of-way line of the aforementioned Fresno Drive, across the aforementioned Lots 3 and 4, to a found Texas Department of Transportation "Type II" concrete monument, for a point of tangency of the herein described 0.088 of an acre tract;

- (2) THENCE SOUTH 81°46'33" EAST, 54.57 feet, continuing along the existing South right-of-way line of the aforementioned Fresno Drive, across the aforementioned Lot 3 and Lot 4, to a found 5/8 inch iron rod with aluminum cap stamped "TxDCT", lying in the East line of said Lot 4 and the West line of Lot 5, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from WM. Dellerman to the State of Texas, recorded in Volume 4149, Page 81, Deed Records Bexar County, Texas, dated May 5, 1958, for the Northeast corner of the herein described 0.088 of an acre tract;
- (3) THENCE SOUTH 00°J6'40" EAST, 31.02 feet, along the East line of the aforementioned Lot 4 and the West line of the aforementioned Lot 5, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the North line of a 10 foot wide alley (per the aforementioned Los Angeles Heights Subdivision), for the Southeast corner of said Lot 4, the Southwest corner of Lot 5, and the Southeast corner of the herein described 0.088 of an acre tract;
- (4) THENCE SOUTH 89°53'20" WEST, 99.98 feet, along the South line of the aforementioned Lot 4, the South line of the aforementioned Lot 3, and the North line of the aforementioned 10 foot wide alley, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", for the Southwest corner of said Lot 3, the Southeast corner of the aforementioned Lot 2, and the Southwest corner of the herein described 0.088 of an acre tract;

- (5) THENCE NORTH 00°06'40" WEST, 46.71 feet, along the West line of the aforementioned Lot 3 and the East line of the aforementioned Lot 2, to the POINT OF BEGINNING and containing 0.088 of an acre (3,850 square feet) of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.


The unit of measure is the U.S. Survey Feet

A plat of even survey date herein accompanies and is made a part of this description.

THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 20<sup>th</sup> day of September, 2017 A.D.

  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas





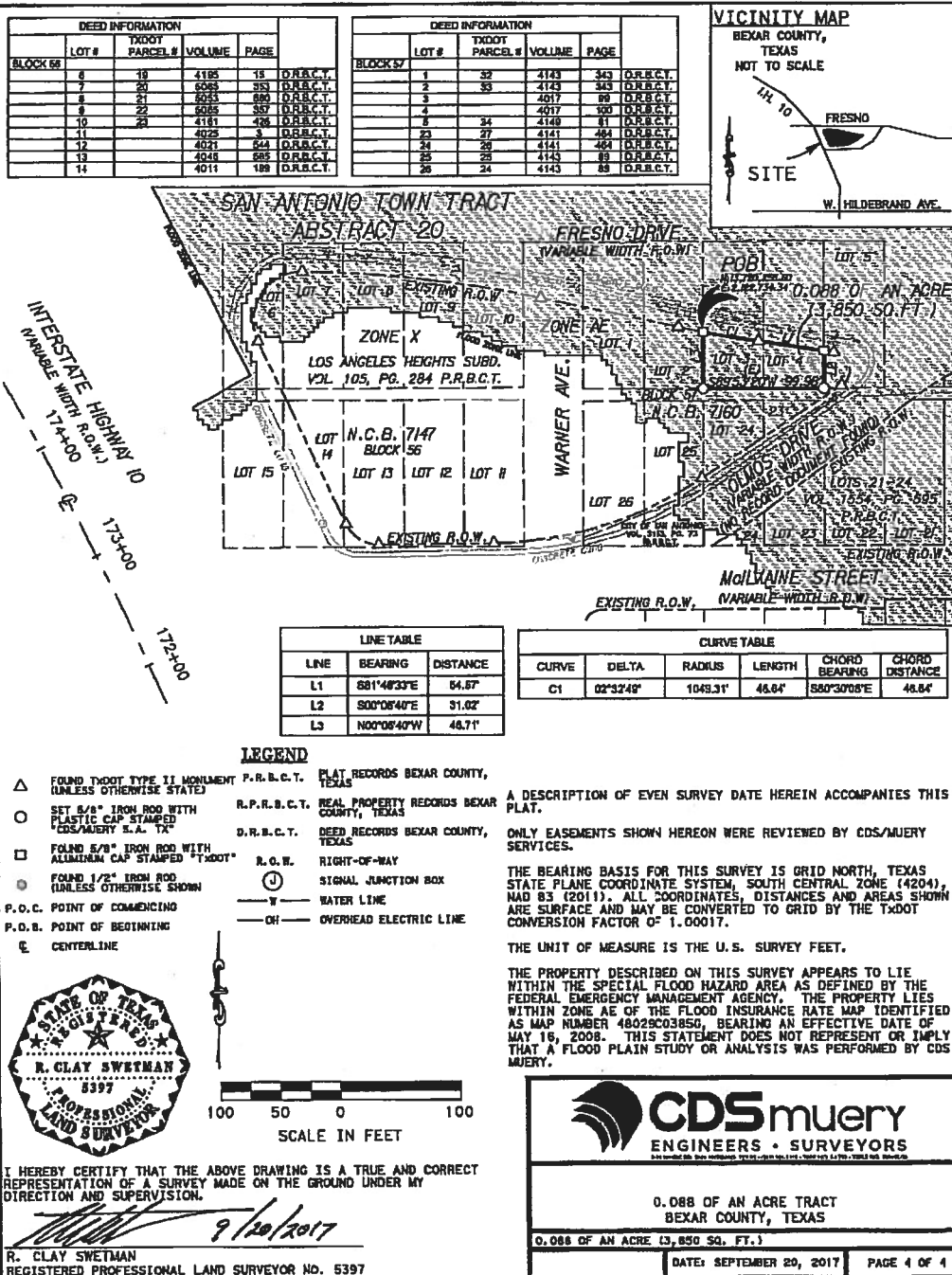


EXHIBIT B – Drainage Reservation Area

**PROPERTY DESCRIPTION OF A 1.724 ACRE TRACT  
DRAINAGE EASEMENT**

BEING a 0.638 of an acre (27,803 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of the following Lots and Blocks of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas:

Lot 6, Block 56, New City Block 7147, described in an instrument from William Dellerman to the State of Texas, recorded in Volume 4195, Page 15, Deed Records Bexar County, Texas, dated August 19, 1958,

Lot 7, Block 56, New City Block 7147, described in an instrument from William Dellerman, ET AL. to the State of Texas, recorded in Volume 5065, Page 353, Deed Records Bexar County, Texas, dated November 14, 1963,

Lot 8, Block 56, New City Block 7147, described in an instrument from William Dellerman, ET AL. to the State of Texas, recorded in Volume 5053, Page 680, Deed Records Bexar County, Texas, dated November 14, 1963,

Lot 9, Block 56, New City Block 7147, described in an instrument from William Dellerman, ET AL. to the State of Texas, recorded in Volume 5065, Page 357, Deed Records Bexar County, Texas, dated November 14, 1963,

Lot 10, Block 56, New City Block 7147, described in an instrument from Pedro Ramirez and wife, Anna Alice Ramirez to the State of Texas, recorded in Volume 4161, Page 426, Deed Records Bexar County, Texas, dated April 24, 1958,

Lots 1 and 2, Block 57, New City Block 7160, described in an instrument from Federal Lumber Company, Inc. to County of Bexar, State of Texas, recorded in Volume 4143, Page 343, Deed Records Bexar County, Texas, dated March 6, 1958,

Lot 3, Block 57, New City Block 7160, described in an instrument from F.A. Carrico and Alfred W. Carrico, also known as A.W. Carrico to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 99, Deed Records Bexar County, Texas, dated May 8, 1957,

Lot 4, Block 57, New City Block 7160, described in an instrument from Alfred W. Carrico, being also known as A.W. Carrico to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 100, Deed Records Bexar County, Texas, dated May 8, 1957,

Lot 5, Block 57, New City Block 7160, described in an instrument from WM. Dellerman to the State of Texas, recorded in Volume 4149, Page 81, Deed Records Bexar County, Texas, dated May 5, 1958,

Lots 23 and 24, Block 57, New City Block 7160, described in an instrument from Ned M. Wells, Trustee to the State of Texas, recorded in Volume 4141, Page 464, Deed Records Bexar County, Texas, dated April 11, 1958, and

Lots 25 and 26, Block 57, New City Block 7160, described in an instrument from Julia Giesick to the State of Texas, recorded in Volume 4143, Page 89, Deed Records Bexar County, Texas, dated April 9, 1958,

the aforementioned 0.638 of an acre tract of land, being more particularly described by metes and bounds as follows:

**BEGINNING** at a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" (having coordinates of N: 13,720,124.33, E: 2,122,713.99), for the southernmost corner of the herein described 0.638 of an acre tract, from which a found Texas Department of Transportation "Type II" concrete monument at the intersection of Olmos Drive and McIlvaine Street for the west corner of a tract of land described as being out of Lots 21, 22, 23, and 24, Block 57, New City Block 7160 of the aforementioned Los Angeles Heights Subdivision, described in an instrument to Harold Dean Johnson and wife, Helen J. Johnson, recorded in Volume 1554, Page 595, Official Public Records of Real Property Bexar County, Texas, dated May 29, 1979 bears South 31°53'16" East, 51.60 feet;

- (1) **THENCE** NORTH 00°00'00" EAST, 41.16 feet, across the aforementioned Lot 25, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle corner of the herein described 0.638 of an acre tract;
- (2) **THENCE** NORTH 44°59'42" WEST, 22.63 feet, across the aforementioned Lot 25, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle corner of the herein described 0.638 of an acre tract;
- (3) **THENCE** NORTH 90°00'00" WEST, 20.00 feet, across the aforementioned Lots 25 and 26, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle corner of the herein described 0.638 of an acre tract;
- (4) **THENCE** NORTH 26°33'55" WEST, 62.61 feet, across the aforementioned Lots 26 and 1, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle point of the herein described 0.638 of an acre tract;
- (5) **THENCE** NORTH 90°00'00" WEST, 59.00 feet, across the aforementioned Lot 1 and Warner Avenue, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle corner of the herein described 0.638 acre tract;

- (6) THENCE NORTH  $72^{\circ}53'48''$  WEST, 122.41 feet, across the aforementioned Warner Avenue, Lots 10, 9, and 8, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle point of the herein described 0.638 of an acre tract;
- (7) THENCE NORTH  $83^{\circ}39'36''$  WEST, 36.22 feet, across the aforementioned Lot 8, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle corner of the herein described 0.638 of an acre tract;
- (8) THENCE SOUTH  $52^{\circ}07'32''$  WEST, 45.61 feet, across the aforementioned Lots 8 and 7, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle corner of the herein described 0.638 of an acre tract;
- (9) THENCE NORTH  $90^{\circ}00'00''$  WEST, 28.58 feet, across the aforementioned Lots 7 and 6, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for an angle corner of the herein described 0.638 of an acre tract;
- (10) THENCE NORTH  $40^{\circ}31'46''$  WEST, 21.05 feet, across the aforementioned Lot 6, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for a point of curvature of the herein described 0.638 of an acre tract;
- (11) THENCE NORTHEASTERLY, an arc distance of 65.36 feet, with a curve to the right having a radius of 40.00 feet, a delta angle of  $93^{\circ}37'16''$ , and a chord which bears North  $44^{\circ}09'13''$  East, 58.33 feet, across the aforementioned Lots 6 and 7, to found Texas Department of Transportation "Type II" concrete monument for a point of compound curvature the herein described 0.638 of an acre tract;
- (12) THENCE SOUTHEASTERLY, an arc distance of 200.22 feet, with a curve to the right having a radius of 1,048.16 feet, a delta angle of  $10^{\circ}56'40''$ , and a chord which bears South  $83^{\circ}33'49''$  East, 199.91 feet, across the aforementioned Lots 7, 8, 9, 10, and Warner Avenue, to a found Texas Department of Transportation "Type II" concrete monument for a point of tangency of the herein described 0.638 of an acre tract;
- (13) THENCE SOUTH  $78^{\circ}05'29''$  East, 117.44 feet, across the aforementioned Warner Avenue and the aforementioned Lots 1 and 2, to a found Texas Department of Transportation "Type II" concrete monument for a point of curvature of the herein described 0.638 of an acre tract;
- (14) THENCE SOUTHEASTERLY, an arc distance of 67.48 feet, with a curve to the left having a radius of 1,049.31 feet, a delta angle of  $03^{\circ}41'04''$ , and a chord which bears South  $79^{\circ}56'01''$  East, 67.47 feet, across the aforementioned Lots 2 and 3, to a found Texas Department of Transportation "Type II" concrete monument for a point of tangency of the herein described 0.638 of an acre tract;

- (15) **THENCE** SOUTH  $81^{\circ}46'33''$  East, 63.05 feet, across the aforementioned Lots 3, 4, and 5, to a found Texas Department of Transportation "Type II" concrete monument for a point of curvature of the herein described 0.638 of an acre tract;
- (16) **THENCE** SOUTHEASTERLY, an arc distance of 36.20 feet, with a curve to the right having a radius of 15.00 feet, a delta angle of  $138^{\circ}18'29''$ , and a chord which bears South  $12^{\circ}37'26''$  East, 28.03 feet, across the aforementioned Lot 5, to a found Texas Department of Transportation "Type II" concrete monument for a point of tangency of the herein described 0.638 acre tract;
- (17) **THENCE** SOUTH  $56^{\circ}31'56''$  West, 138.59 feet, across the aforementioned Lots 5, 23, 24, and 25, to a found Texas Department of Transportation "Type II" concrete monument for a point of curvature of the herein described 0.638 acre tract;

(18) THENCE SOUTHWESTERLY, an arc distance of 22.60 feet, with a curve to the right having a radius of 320.00 feet, a delta angle of 4°02'50", and a chord which bears South 58°33'21" West, 22.60 feet, across the aforementioned Lot 25, to the POINT OF BEGINNING and containing 0.638 of an acre (27,803 square feet) of land, more or less.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.

The unit of measure is the U.S. Survey feet.


A plat of even survey date herein accompanies and is made a part of this description.

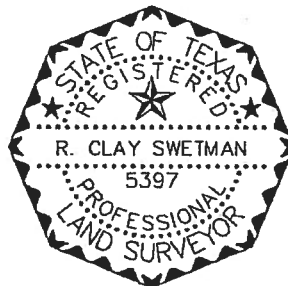
The Drainage Easement boundary line was determined by a best fit approximation of the flood zone demarcation line taken from the Flood Insurance Rate map identified as Map Number 48029C0385G, bearing an effective date of May 16, 2008. This statement does not represent or imply that a flood plain study or analysis was performed by CDS Muery to determine the actual flood boundary.

THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

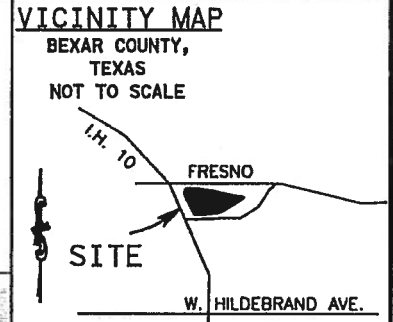
Date 3<sup>rd</sup> day of May, 2018 A.D.

  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas

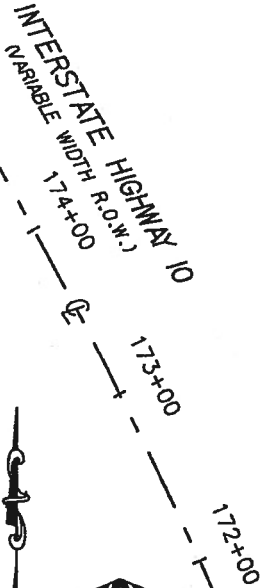
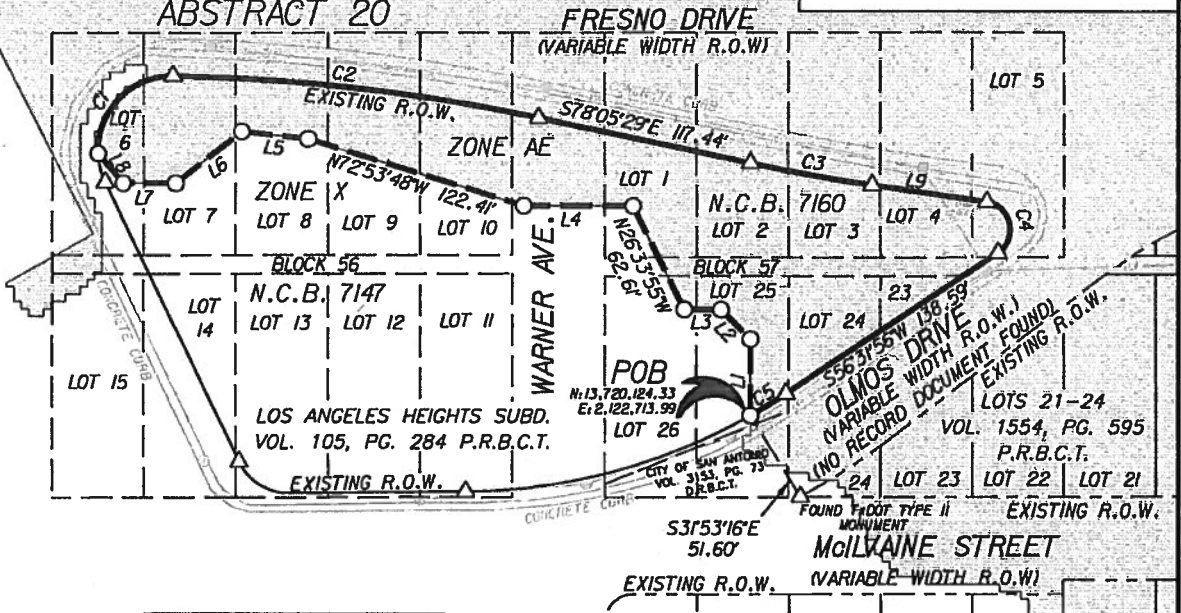


DEED INFORMATION				
BLOCK 56	LOT #	PARCEL #	VOLUME	PAGE
	6	19	4195	15
	7	20	5085	353
	8	21	5053	680
	9	22	5085	357
	10	23	4161	426
	11		4025	3
	12		4021	544
	13		4045	595
	14		4011	199

DEED INFORMATION				
BLOCK 57	LOT #	PARCEL #	VOLUME	PAGE
	1	32	4143	343
	2	33	4143	343
	3		4017	99
	4		4017	100
	5	34	4149	81
	23	27	4141	464
	24	26	4141	464
	25	25	4143	89
	26	24	4143	89

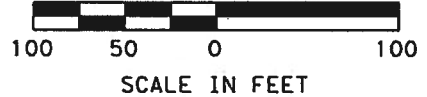


**SAN ANTONIO TOWN TRACT  
ABSTRACT 20**



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'00"E	41.16'
L2	N44°59'42"W	22.83'
L3	N90°00'00"W	20.00'
L4	N90°00'00"W	59.00'
L5	N83°39'36"W	36.22'
L6	S52°07'32"W	45.61'
L7	N90°00'00"W	28.58'
L8	N40°31'46"W	21.05'
L9	S81°46'33"E	63.05'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	93°37'16"	40.00'	65.36'	N44°09'13"E	58.33'
C2	10°56'40"	1048.18'	200.22'	S83°33'49"E	199.91'
C3	3°41'04"	1049.31'	67.48'	S79°56'01"E	67.47'
C4	138°18'29"	15.00'	36.20'	S12°37'26"E	28.03'
C5	4°02'50"	320.00'	22.80'	S58°33'21"W	22.60'



A DESCRIPTION OF EVEN SURVEY DATE HEREIN ACCOMPANIES THIS PLAT.  
THE UNIT OF MEASURE IS THE U.S. SURVEY FEET.

THE BEARING BASIS FOR THIS SURVEY IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL COORDINATES, DISTANCES AND AREAS SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY THE TxDOT CONVERSION FACTOR OF 1.00017.

THE DRAINAGE EASEMENT BOUNDARY LINE WAS DETERMINED BY A BEST FIT APPROXIMATION OF THE FLOOD ZONE DEMARCATION LINE TAKEN FROM THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NUMBER 48029C0385G, BEARING AN EFFECTIVE DATE OF MAY 16, 2008. THIS STATEMENT DOES NOT REPRESENT OR IMPLY THAT A FLOOD PLAIN STUDY OR ANALYSIS WAS PERFORMED BY CDS MUERY TO DETERMINE THE ACTUAL FLOOD BOUNDARY.

THE PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA, ZONE AE, AS DESCRIBED ON THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NUMBER 48029C0385G, BEARING AN EFFECTIVE DATE OF MAY 16, 2008.

I HEREBY CERTIFY THAT THE ABOVE DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*[Signature]*  
5/3/2018  
R. CLAY SWETMAN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5397

- LEGEND**
- △ FOUND TxDOT TYPE II MONUMENT (UNLESS OTHERWISE STATE)
  - SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX"
  - P.O.B. POINT OF BEGINNING
  - ⊕ CENTERLINE
  - P.R.B.C.T. PLAT RECORDS BEXAR COUNTY, TEXAS
  - D.R.B.C.T. DEED RECORDS BEXAR COUNTY, TEXAS
  - R.O.W. RIGHT-OF-WAY
  - Ⓜ SIGNAL JUNCTION BOX
  - W— WATER LINE
  - OH— OVERHEAD ELECTRIC LINE

**CDS muery**  
ENGINEERS • SURVEYORS  
1111 MARSH CTR. SAN ANTONIO, TEXAS 78202-1111 • TEL: 210-341-1111 • FAX: 210-341-1111 • TOLL FREE: 1-800-445-0000

0.638 OF AN ACRE  
DRAINAGE EASEMENT  
BEXAR COUNTY, TEXAS

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0.638 OF AN ACRE (27,803 SQ. FT.)

DATE: MAY 3, 2018	PAGE 6 OF 6
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## EXHIBIT D – Right-of-Way Description

September 20, 2017

Page 1 of 4

### PROPERTY DESCRIPTION OF A 0.046 OF AN ACRE TRACT 10' WIDE ALLEY ABANDONMENT (B) SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING a 0.046 of an acre (1,995 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of a 10 foot wide alley, Block 56, New City Block 7147, of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas, the aforementioned 0.046 of an acre tract of land, being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod with aluminum cap stamped "TxDOT", (having coordinates of N: 13,720,210.67, E: 2,122,382.70), lying in the existing East right-of-way line of Interstate Highway 10 (variable width right-of-way), in the North line of the aforementioned 10 foot wide alley, and in the South line of Lot 6, Block 56, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from William Dellerman to the State of Texas, recorded in Volume 4195, Page 15, Deed Records Bexar County, Texas, dated August 19, 1958, for the Northwest corner of the herein described 0.046 of an acre tract;

- (1) THENCE NORTH 89°53'20" EAST, 201.96 feet, along the North line of the aforementioned 10 foot wide alley, the south line of the aforementioned Lot 6, the South line of Lots 7, 8 and 9, Block 56, of the aforementioned Los Angeles Heights Subdivision, described in an instruments from William Dellerman, et al to the State of Texas, recorded in Volume 5065, Page 353, Volume 5053, Page 680, and Volume 5065, Page 357, Deed Records Bexar County, Texas, dated November 14, 1963, and the South line of Lot 10, Block 56, of said Los Angeles Heights Subdivision, described in an instrument from Pedro Ramirez and wife, Anna Alice Ramirez to the State of Texas, recorded in Volume 4161, Page 426, Deed Records Bexar County, Texas, dated April 24, 1958, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the West line of Warner Avenue, of said Los Angeles Heights Subdivision, for the Northeast corner of said 10 foot wide alley, the Southeast corner of said Lot 10, and the Northeast corner of the herein described 0.046 of an acre tract;
- (2) THENCE SOUTH 00°06'40" EAST, 10.00 feet, along the East line of the aforementioned 10 foot wide alley and the West line of the aforementioned Warner Avenue, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", for the Southeast corner of said 10 foot wide alley and the Northeast corner of Lot 11, Block 56, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from John C. Myrick and wife, Mary D. Myrick to the City of San Antonio, Bexar County, Texas, recorded in Volume 4025, Page 3, Deed Records Bexar County, Texas, dated May 23, 1957, and the Southeast corner of the herein described 0.046 of an acre tract;

- (3) THENCE SOUTH 89°53'20" WEST, 197.14 feet, along the South line of the aforementioned 10 foot wide alley, the North line of the aforementioned Lot 11, the North line of Lot 12, Block 56, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Cecil R. Pyle and wife, Allie Pyle to the City of San Antonio, Bexar County, Texas, recorded in Volume 4021, Page 544, Deed Records Bexar County, Texas, dated May 22, 1957, the North line of Lot 13, Block 56, of said Los Angeles Heights Subdivision, described in an instrument from L. M. Duncan and wife, Nita R. Duncan to the City of San Antonio, Bexar County, Texas, recorded in Volume 4045, Page 595, Deed Records Bexar County, Texas, dated July 23, 1957, and the North line of Lot 14, Block 56, of said Los Angeles Heights Subdivision, described in an instrument from Nicanora Resendiz, a widow to the City of San Antonio, Bexar County, Texas, recorded in Volume 4011, Page 199, Deed Records Bexar County, Texas, dated April 23, 1957, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the existing East right-of-way line of the aforementioned Interstate Highway 10, for the Southwest corner of the herein described 0.046 of an acre tract;

- (4) THENCE NORTH 25°50'36" West, 11.10 feet, along the existing East right-of-way line of the aforementioned Interstate Highway 10, across the aforementioned 10 foot wide alley, to the POINT OF BEGINNING and containing 0.046 of an acre (1,995 square feet) of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.


The unit of measure is the U.S. Survey feet.

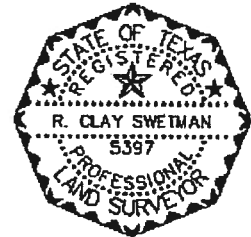
A plat of even survey date herein accompanies and is made a part of this description.

THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF HEXAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

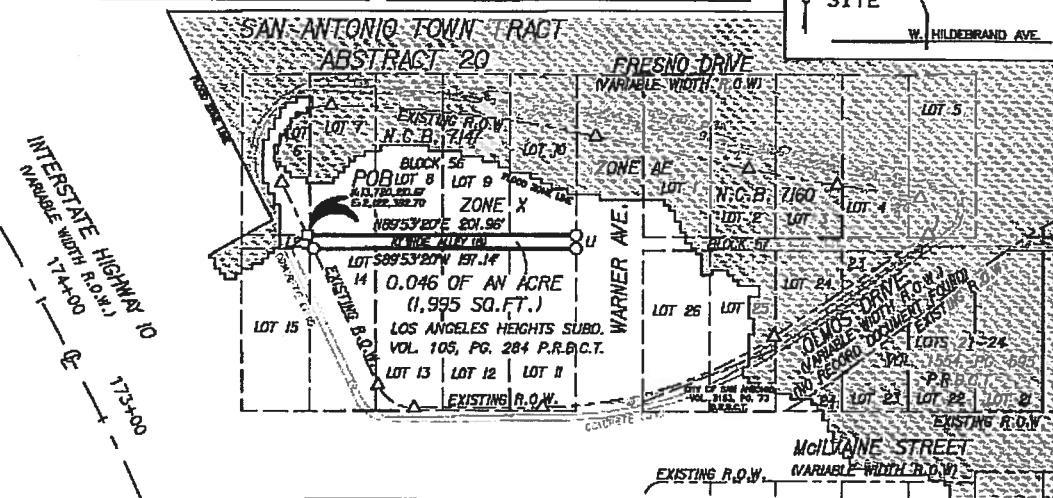
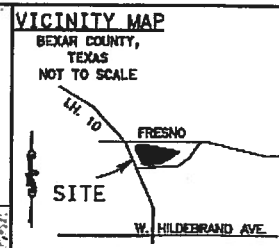
Date 20<sup>th</sup> day of September, 2017 A.D.

  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas

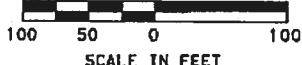


DEED INFORMATION				
BLOCK 58	LOT #	TxDOT PARCEL #	VOLUME	PAGE
	6	18	4195	15
	7	20	5055	393
	8	21	5053	880
	9	22	5056	357
	10	23	4181	424
	11		4026	8
	12		4021	244
	13		4045	285
	14		4011	189

DEED INFORMATION				
BLOCK 67	LOT #	TxDOT PARCEL #	VOLUME	PAGE
	1	32	4143	343
	2	33	4143	343
	3		4017	99
	4		4017	100
	5	34	4149	81
	23	27	4121	484
	24	28	4141	484
	25	29	4143	89
	26	24	4143	89



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°06'40"E	10.00'
L2	N25°50'38"W	11.10'



- LEGEND**
- △ FOUND TxDOT TYPE II MONUMENT (UNLESS OTHERWISE STATE) P.R.R.C.T. PLAT RECORDS BEXAR COUNTY, TEXAS
  - SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX" R.P.R.B.C.Y. REAL PROPERTY RECORDS BEXAR COUNTY, TEXAS
  - FOUND 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "TxDOT" D.R.B.C.T. DEED RECORDS BEXAR COUNTY, TEXAS
  - ⊙ FOUND 1/2" IRON ROD (UNLESS OTHERWISE SHOWN) R.O.W. RIGHT-OF-WAY
  - ⊕ STIGNAL JUNCTION BOX
  - W— WATER LINE
  - OW— OVERHEAD ELECTRIC LINE
  - P.O.C. POINT OF COMMENCING
  - P.O.B. POINT OF BEGINNING
  - C CENTERLINE
- A DESCRIPTION OF EVEN SURVEY DATE HEREIN ACCOMPANIES THIS PLAT.
- ONLY EASEMENTS SHOWN HEREON WERE REVIEWED BY CDS/MUERY SERVICES.
- THE BEARING BASIS FOR THIS SURVEY IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL COORDINATES, DISTANCES AND AREAS SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY THE TxDOT CONVERSION FACTOR OF 1.00017.
- THE UNIT OF MEASURE IS THE U.S. SURVEY FEET.
- THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NUMBER 48029CD385D, BEARING AN EFFECTIVE DATE OF MAY 18, 2008. THIS STATEMENT DOES NOT REPRESENT OR IMPLY THAT A FLOOD PLAIN STUDY OR ANALYSIS WAS PERFORMED BY CDS MUERY.



I HEREBY CERTIFY THAT THE ABOVE DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*[Signature]* 9/20/2017  
 R. CLAY SWETMAN  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5397

**CDS muery**  
 ENGINEERS • SURVEYORS

---

0.046 OF AN ACRE TRACT  
 BEXAR COUNTY, TEXAS

---

0.046 OF AN ACRE (1,995 SQ. FT.)

---

DATE: SEPTEMBER 20, 2017      PAGE 4 OF 4

PROPERTY DESCRIPTION OF A 0.047 OF AN ACRE TRACT  
10' WIDE ALLEY ABANDONMENT (C)  
SAN ANTONIO, BEJAR COUNTY, TEXAS

BEING a 0.047 of an acre (2,031 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of the 10 foot wide alley, Block 57, New City Block 7160, of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas, the aforementioned 0.047 of an acre tract of land, being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 5/8" iron rod with aluminum cap stamped "TxDOT" (having coordinates of N: 13,720,210.10, E: 2,122,845.18), lying in the existing Northwest right-of-way line of Olmos Drive (variable width right-of-way) (no record document found), in the North line of the aforementioned 10 foot wide alley, and the South line of Lot 5, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from WM. Dellerman to State of Texas, recorded in Volume 4149, Page 81, Deed Records Bexar County, Texas, dated May 5, 1958, for the Northeast corner of the herein described 0.047 of an acre tract;

- (1) **THENCE SOUTH 56°31'56" WEST**, 18.18 feet, along the existing Northwest right-of-way line of the aforementioned Olmos Drive, across the aforementioned 10 foot wide alley, to a set 5/8 inch iron rod with aluminum cap stamped "TxDOT", lying in the South line of said 10 foot alley and the North line of Lot 23, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Ned M. Wells, Trustee, to State of Texas, recorded in Volume 4141, Page 464, Deed Records Bexar County, Texas, dated April 11, 1958, for the Southeast corner of the herein described 0.047 of an acre tract;
- (2) **THENCE SOUTH 89°53'20" WEST**, 195.55 feet, along the South line of the aforementioned 10 foot wide alley, the North line of the aforementioned Lot 23, the North line of Lot 24, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in the aforementioned Volume 4141, Page 464, and the North line of Lots 25 & 26, Block 57, of said Los Angeles Heights Subdivision, described in an instrument from Julia Gieslok to State of Texas, recorded in Volume 4143, Page 89, Deed Records Bexar County, Texas, dated April 9, 1958, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the East line of Warner Avenue, of said Los Angeles Heights Subdivision, for the Southwest corner of said 10 foot alley, the Northwest corner of the aforementioned Lot 26, and the Southwest corner of the herein described 0.047 of an acre tract;

- (3) THENCE NORTH 00°06'40" WEST, 10.00 feet, along the West line of the aforementioned 10 foot wide alley and the East line of the aforementioned Warner Avenue, to a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", for the Northwest corner of said 10 foot alley, the Southwest corner of Lot 1, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Federal Lumber Company, Inc. to State of Texas, recorded in Volume 4143, Page 343, Deed Records Bexar County, Texas, dated March 6, 1958, and the Northwest corner of the herein described 0.047 of an acre tract;

(4) THENCE NORTH 89°53'20" EAST, 210.73 feet, along the North line of the aforementioned 10 foot wide alley, the South line of the aforementioned Lot 1, the South line of Lot 2, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in the aforementioned Volume 4143, Page 343, the South line of Lot 3, Block 57, of said Los Angeles Heights Subdivision, described in an instrument from F. A. Carrico and Alfred W. Carrico, also known as A. W. Carrico to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 99, Deed Records Bexar County, Texas, dated May 8, 1957, and the South line of Lot 4, Block 57, of said Los Angeles Heights Subdivision, described in an instrument from Alfred W. Carrico, being also known as A.W. Carrico to the City of San Antonio, Bexar County, Texas, recorded in Volume 4017, Page 100, Deed Records Bexar County, Texas, dated May 8, 1957, passing at a distance of 99.98 feet a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for the Southeast corner of said Lot 2 and the Southwest corner of said Lot 3, passing at 199.96 feet a 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for the Southeast corner of said Lot 4 and the Southwest corner of the aforementioned Lot 5, continuing the total distance to the POINT OF BEGINNING and containing 0.047 of an acre (2,031 square feet) of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.


The unit of measure is the U.S. Survey feet.

A plat of even survey date herein accompanies and is made a part of this description.

THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR X

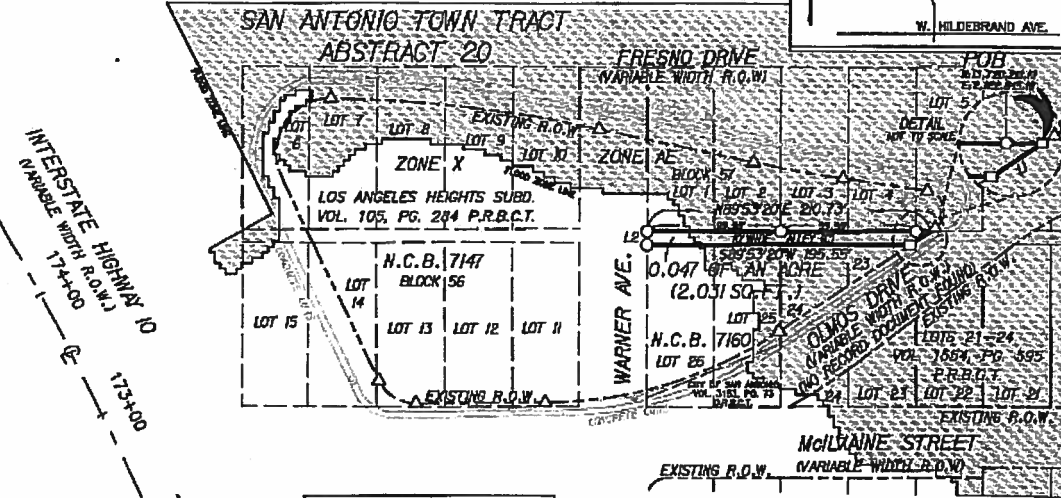
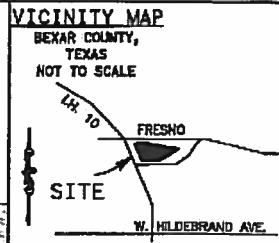
I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 20<sup>th</sup> day of September, 2017 A.D.

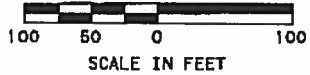
  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas



DEED INFORMATION					DEED INFORMATION				
BLOCK #	LOT #	TxDOT PARCEL #	VOLUME	PAGE	BLOCK #	LOT #	TxDOT PARCEL #	VOLUME	PAGE
6	19	4183	15	D.R.B.C.T.	1	32	4143	243	D.R.B.C.T.
7	20	6285	263	D.R.B.C.T.	2	33	4143	243	D.R.B.C.T.
8	21	5053	690	D.R.B.C.T.	3		4017	80	D.R.B.C.T.
9	22	6285	357	D.R.B.C.T.	4		4017	100	D.R.B.C.T.
10	23	4181	425	D.R.B.C.T.	5	34	4149	81	D.R.B.C.T.
11		4662	3	D.R.B.C.T.	25	27	4141	484	D.R.B.C.T.
12		4221	644	D.R.B.C.T.	24	28	4141	484	D.R.B.C.T.
13		4645	695	D.R.B.C.T.	25	28	4143	89	D.R.B.C.T.
14		4011	199	D.R.B.C.T.	26	24	4143	89	D.R.B.C.T.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S56°21'56"W	18.15'
L2	N00°06'40"W	10.00'



- LEGEND**
- △ FOUND TxDOT TYPE II MONUMENT P.R.B.C.T. PLAT RECORDS BEXAR COUNTY, TEXAS
  - SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "OSWENBY S-A-12" R.P.R.B.C.T. REAL PROPERTY RECORDS BEXAR COUNTY, TEXAS
  - FOUND 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "TxDOT" D.R.B.C.T. DEED RECORDS BEXAR COUNTY, TEXAS
  - ⊙ FOUND 1/2" IRON ROD (UNLESS OTHERWISE SHOWN) R.O.W. RIGHT-OF-WAY
  - P.O.C. POINT OF COMMENCING (⊙) SIGNAL JUNCTION BOX
  - P.O.B. POINT OF BEGINNING (—) WATER LINE
  - ⊕ CENTERLINE (—OH—) OVERHEAD ELECTRIC LINE

A DESCRIPTION OF EVEN SURVEY DATE HEREIN ACCOMPANIES THIS PLAT.

ONLY EASEMENTS SHOWN HEREON WERE REVIEWED BY COS/MJURY SERVICES.

THE BEARING BASIS FOR THIS SURVEY IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL COORDINATES, DISTANCES AND AREAS SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY THE TxDOT CONVERSION FACTOR OF 1.00017.

THE UNIT OF MEASURE IS THE U.S. SURVEY FEET.



I HEREBY CERTIFY THAT THE ABOVE DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*R. Clay Swetman* 9/20/2017

R. CLAY SWETMAN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5397

**CDSmuery**  
ENGINEERS • SURVEYORS

---

0.047 OF AN ACRE TRACT  
BEXAR COUNTY, TEXAS

---

0.047 OF AN ACRE (2,031 SQ. FT.)

---

DATE: SEPTEMBER 20, 2017      PAGE 4 OF 4



PROPERTY DESCRIPTION OF A 0.223 OF AN ACRE TRACT  
50.0' RIGHT-OF-WAY ABANDONMENT (A)  
SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING a 0.223 of an acre (9,706 square feet) tract of land situated in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, and being out of Warner Avenue (50.0' right-of-way), of the Los Angeles Heights Subdivision, recorded in Volume 105, Page 284, Plat Records of Bexar County, Texas, the aforementioned 0.223 of an acre tract of land, being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod with aluminum cap stamped "TxDOT", (having coordinates of N: 13,720,287.89, E: 2,122,584.50, lying in the existing South right-of-way line of Fresno Drive (variable width right-of-way), the West line of the aforementioned Warner Avenue, and the East line of Lot 10, Block 56, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Pedro Ramirez and wife, Anna Alice Ramirez to the State of Texas, recorded in Volume 4161, Page 427, Deed Records Bexar County, Texas, dated April 24, 1958, for the Northwest corner and a point of curvature of the herein described 0.223 of an acre tract;

- (1) THENCE SOUTHEASTERLY, an arc distance of 14.81 feet, with a curve to the right having a radius of 1,048.16 feet, a delta angle of  $00^{\circ}48'33''$ , and a chord which bears South  $78^{\circ}29'45''$  East, 14.81 feet, along the existing South right-of-way line of the aforementioned Fresno Drive, across the aforementioned Warner Avenue, to a found Texas Department of Transportation "Type II" concrete monument, for a point of tangency of the herein described 0.223 of an acre tract;
- (2) THENCE SOUTH  $78^{\circ}05'29''$  EAST, 36.08 feet, continuing across the aforementioned Warner Avenue, to a found 5/8 inch iron rod with aluminum cap stamped "TxDOT", lying in the East line of said Warner Avenue and the West line of Lot 1, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Federal Lumber Company, Inc., a Texas corporation, to the State of Texas, recorded in Volume 4143, Page 343, Deed Records Bexar County, Texas, dated March 6, 1958, for the Southeast corner of said Lot 10 and the Northeast corner of the herein described 0.223 of an acre tract;

- (3) THENCE SOUTH  $00^{\circ}06'40''$  EAST, 184.80 feet, along the East line of the aforementioned Warner Avenue, the West line of the aforementioned Lot 1, and the West line of Lot 26, Block 57, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from Julia Giesick to the State of Texas, recorded in Volume 4143, Page 89, Deed Records Bexar County, Texas, dated April 9, 1958, passing at 67.79 feet, a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for the Southwest corner of said Lot 1 and the Northwest corner of a 10 foot wide alley (per the aforementioned Los Angeles Heights Subdivision), passing at 77.79 feet, a set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX" for the Southwest corner of said 10 foot wide alley and the Northwest corner of said Lot 26, continuing the total distance to a 5/8 inch iron rod with aluminum cap stamped "TxDOT", lying in the existing North right-of-way line of Olmos Drive (variable width right-of-way), for a the Southeast corner of the herein described 0.223 of an acre tract;
- (4) THENCE SOUTHWESTERLY, an arc distance of 50.53 feet, with a curve to the right having a radius of 320.00 feet, a delta angle of  $09^{\circ}02'52''$ , and a chord which bears South  $80^{\circ}26'19''$  West, 50.48 feet, along existing North right-of-way line of the aforementioned Olmos Drive, across the aforementioned Warner Avenue, to set 5/8 inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX", lying in the West line of said Warner Avenue and the East line of Lot 11, Block 56, of the aforementioned Los Angeles Heights Subdivision, described in an instrument from John C. Myrick and wife, Mary D. Myrick to the City of San Antonio, Bexar County, Texas, recorded in Volume 4025, Page 3, Deed Records Bexar County, Texas, dated May 23, 1957, for the Southwest corner of the herein described 0.223 of an acre tract;

(5) THENCE NORTH 00°06'40" WEST, 203.59 feet, along the West line of the aforementioned Warner Avenue, the East line of the aforementioned Lot 11, and the East line of the aforementioned Lot 10, passing at 116.76 feet, a set 5/8 inch iron rod with plastic cap stamped "CDS/MOERY S.A. TX" for the Northeast corner of said Lot 11 and the Southeast corner of a 10 foot wide alley (per the aforementioned Los Angeles Heights Subdivision), passing at 126.76 feet, a set 5/8 inch iron rod with plastic cap stamped "CDS/MOERY S.A. TX" for the Northeast corner of said 10 foot wide alley and the Southeast corner of said Lot 10, continuing the total distance to the POINT OF BEGINNING and containing 0.223 of an acre (9,706 square feet) of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, South Central Zone (4204), NAD83(2011). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00017.

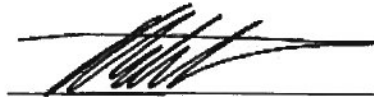
The unit of measure is the U.S. Survey Feet.

A plat of even survey date herein accompanies and is made a part of this description.

THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR X

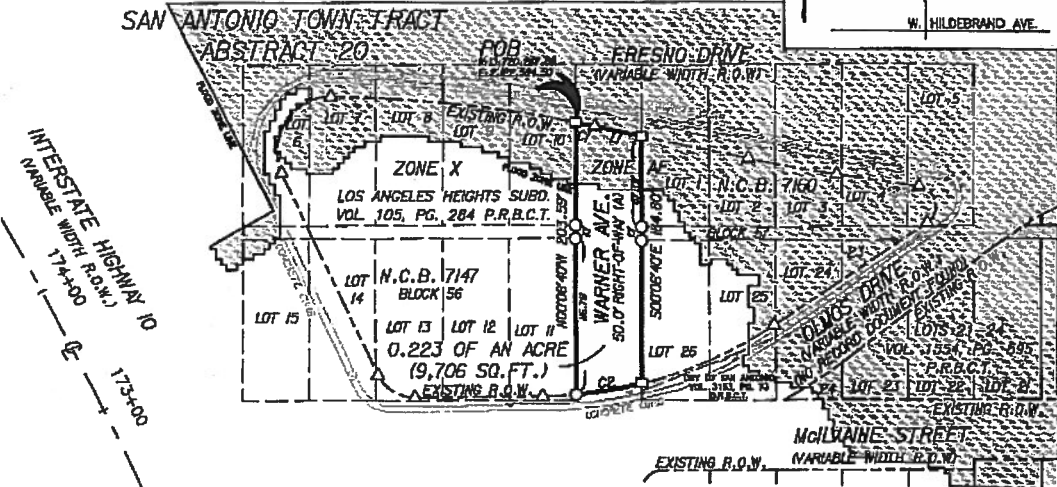
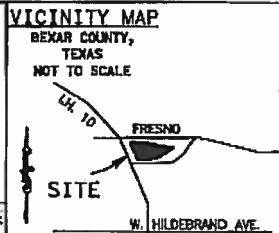
I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 20<sup>th</sup> day of September, 2017 A.D.

  
\_\_\_\_\_  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 5397 - State of Texas



DEED INFORMATION				
LOT #	TxDOT PARCEL #	VOLUME	PAGE	
6	19	4195	16	D.R.B.C.T.
7	20	5095	253	D.R.B.C.T.
8	21	2253	690	D.R.B.C.T.
9	22	2253	357	D.R.B.C.T.
10	23	4181	426	D.R.B.C.T.
11		4023	3	D.R.B.C.T.
12		4021	844	D.R.B.C.T.
13		4043	585	D.R.B.C.T.
14		4011	189	D.R.B.C.T.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S78°05'29"E	36.09'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	00°48'33"	1048.16'	14.81'	S78°29'49"E	14.81'
C2	09°02'52"	320.00'	50.53'	S80°28'19"W	50.48'

- LEGEND**
- △ FOUND TxDOT TYPE 11 MONUMENT (UNLESS OTHERWISE STATED)
  - SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED CDS/MUERY S.A. TX
  - FOUND 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "TxDOT"
  - FOUND 1/2" IRON ROD (UNLESS OTHERWISE SHOWN)
  - P.O.C. POINT OF COMMENCING
  - P.O.B. POINT OF BEGINNING
  - ⊕ CENTERLINE
  - P.R.B.C.T. PLAT RECORDS BEXAR COUNTY, TEXAS
  - R.P.R.B.C.T. REAL PROPERTY RECORDS BEXAR COUNTY, TEXAS
  - D.R.B.C.T. DEED RECORDS BEXAR COUNTY, TEXAS
  - H.O.W. RIGHT-OF-WAY
  - ⊙ SIGNAL JUNCTION BOX
  - W — WATER LINE
  - OH — OVERHEAD ELECTRIC LINE

A DESCRIPTION OF EVEN SURVEY DATE HEREIN ACCOMPANIES THIS PLAT.

ONLY EASEMENTS SHOWN HEREON WERE REVIEWED BY CDS/MUERY SERVICES.

THE BEARING BASIS FOR THIS SURVEY IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL COORDINATES, DISTANCES AND AREAS SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY THE TxDOT CONVERSION FACTOR OF 1.00017.

THE UNIT OF MEASURE IS THE U.S. SURVEY FEET.

STATE OF TEXAS  
REGISTERED  
R. CLAY SWEETMAN  
5397  
PROFESSIONAL  
LAND SURVEYOR

SCALE IN FEET  
100 50 0 100

I HEREBY CERTIFY THAT THE ABOVE DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*R. Clay Sweetman* 9/20/2017  
R. CLAY SWEETMAN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5397

CDS muery  
ENGINEERS • SURVEYORS

0.223 OF AN ACRE TRACT  
BEXAR COUNTY, TEXAS

0.223 OF AN ACRE (9,706 SQ. FT.)

DATE: SEPTEMBER 20, 2017 PAGE 4 OF 4