

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 5 – 4.671 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, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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:

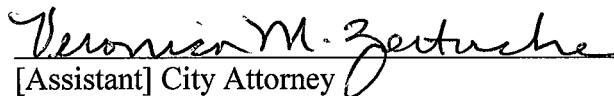
**CITY OF SAN ANTONIO, TEXAS**, a Texas  
municipal corporation

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

ATTEST:

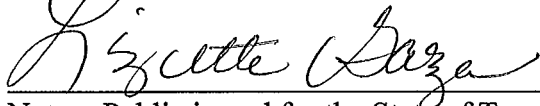
  
City Clerk

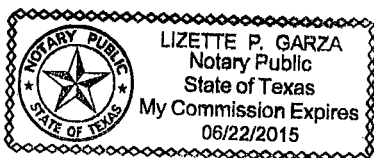
APPROVED AS TO FORM:

  
[Assistant] City Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

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

My commission expires: 6/22/2015  Notary Public in and for the State of Texas



GRANTEE:

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

By: 

Name: Julian Castro

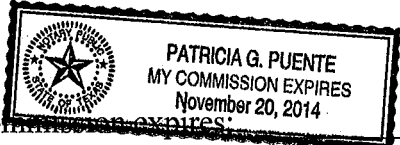
Title: President, Hemisfair Park  
Public Facilities Corp.

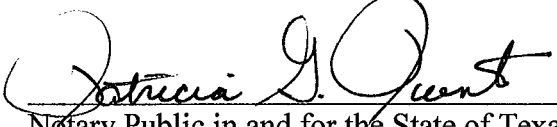
STATE OF TEXAS §

§

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: 

  
Notary Public in and for the State of Texas

EXHIBITS:

Exhibit A-1      Description of Land Bank Tract 5

**EXHIBIT A TO DEED WITHOUT WARRANTY**

**LAND BANK TRACT 5**

A 4.671 acre, or 203,473 square feet more or less, tract of land 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 those tracts described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 and a 15.813 acre tract recorded in Volume 5505, Pages 957-962 of the Deed Records of Bexar County, Texas, and a portion of Surplus Right-of-Way Tract 3 quitclaimed from the State of Texas to the City of San Antonio as shown on the Texas Department of Transportation Map of Interstate Highway 37 recorded in Volume 4198, Page 1947 and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 4.671 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, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 65°53'14" E, over and across said Lot 12, a distance of 844.97 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract, the southwest corner of an 8.926 acre tract surveyed concurrently, said point of beginning being at North 13,700.459.92, East 2,132,223.44 of said coordinate system;

THENCE: N 14°59'26" E, through a building a distance of 65.90 feet to the face of building and continuing a distance of 79.49 feet, for a total distance of 145.38 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: With the south line of Lot 14 of the proposed H B Gonzalez Subdivision the following bearings and distances:

S 73°57'08" E, a distance of 90.43 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°50'57" E, a distance of 208.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°20'55" W, a distance of 65.37 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 42.96 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°06'56" E, a distance of 32.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'25" E, a distance of 97.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 45°10'07" E, a distance of 26.13 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 162.75 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'01" E, a distance of 29.66 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°57'23" E, a distance of 191.36 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°01'01" W, a distance of 13.11 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 118.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'01" E, a distance of 47.69 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 36°36'47" E, a distance of 10.44 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°58'59" E, passing the east line of said Lot 12 and over and across the aforementioned Surplus Tract 3 and a portion of the old right-of-way of Indianola Street a distance of 218.33 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the current west right-of-way line of Interstate Highway 37;

THENCE: S 12°54'30" W, with the current west right-of-way line of Interstate Highway 37 a distance of 51.18 feet to a found ½" iron rod at a point of curvature;

THENCE: With the current west right-of-way line of Interstate Highway 37, and continuing with the east right-of-way line of Lot 12, and along a non-tangent curve to the left, said curve having a radial bearing of S 77°05'24" E, a radius of 350.00 feet, a central angle of 30°09'31", a chord bearing and distance of S 02°10'09" E, 182.11 feet, for an arc length of 184.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said line and over and across said Lot 12 the following bearings and distances:

S 38°11'13" W, a distance of 63.17 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on curve;



Along a non-tangent curve to the left, said curve having a radial bearing of S 20°58'47" W, a radius of 225.00 feet, a central angle of 05°18'00", a chord bearing and distance of N 71°40'13" W, 20.81 feet, for an arc length of 20.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°19'13" W, a distance of 429.57 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°40'47" E, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a non-tangent curve to the left, said curve having a radial bearing of N 14°19'13" W, a radius of 80.00 feet, a central angle of 300°00'00", a chord bearing and distance of N 74°19'13" W, 80.00 feet, for an arc length of 418.88 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°40'47" W, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°19'13" W, a distance of 101.08 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

THENCE: Along a tangent curve to the right, said curve having a radius of 125.00 feet, a central angle of 57°27'54", a chord bearing and distance of N 45°35'16" W, 120.18 feet, for an arc length of 125.37 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

THENCE: Along a curve to the left,, said curve having a radius of 175.00 feet, a central angle of 27°17'17", a chord bearing and distance of N 30°29'58" W, 82.56 feet, for an arc length of 83.35 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 50°46'25" W, a distance of 10.04 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the left, said curve having a radial bearing of S 45°33'28" W, a radius of 165.00 feet, a central angle of 31°04'17", a chord bearing and distance of N 59°58'40" W, 88.39 feet, for an arc length of 89.48 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

THENCE: N 75°30'49" W, a distance of 308.15 feet to the POINT OF BEGINNING and containing 4.671 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 5.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# 20130258043 Fees: \$52.00  
12/20/2013 2:57PM # Pages 10  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK