
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.

DEED WITHOUT WARRANTY

Ordinance Authorizing Acceptance: 2018-10-18-_____

SP No./Parcel: [XXXX]

Grantor: City of San Antonio

Grantor's Mailing Address (including county): P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvement Management Services) (Bexar County)

Grantee: Board of Regents of The University of Texas System

Grantee's Mailing Address (including county): []

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

Property: Described, attached, and incorporated hereto as **Exhibit A**, being approximately 2.583 acre tract described as Lot 22 and remaining portions of Lots 20, 21, and 23 in NCB 111 commonly known as 506 Dolorosa

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

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 for Conveyance: This conveyance is explicitly subject to the following:

A. Reservations

1. Grantor's Right of Re-entry

Not later than 18 months after escrow, Grantee must commence substantial construction on the Property.

If Grantee fails to timely commence construction 18 months after escrow, Grantor may re-enter the Property and retake title to it by filing in the Bexar County records a Notice of Re-Entry. Upon Grantor's filing the Notice of Re-Entry, title automatically passes back from Grantee to Grantor. After filing the Notice of Re-Entry, Grantor may have the right, but not the duty to move into possession of the Property or evict Grantee. Grantor's failure to move into possession or evict Grantee does not impair the effectiveness of filing the notice.

As a condition of its right to file a Notice of Re-Entry, Grantor must tender to Grantee the Purchase Price under this contract within 30 days after filing the Notice for Re-Entry. A permissible way to tender the Purchase Price is to file a declaratory judgment suit to affirm Grantor's title and to deposit the Purchase Price into the registry of the court.

If Grantor has not filed a Notice of Re-Entry by four years after conveyance, its right to do so lapses, and Grantee's title is thereafter secure against any attempted re-entry by Grantor. No delay by Grantor in filing the notice short of the four years impairs its right to file the notice.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions

All covenants and restrictions affecting the Property, whether or not recorded, including the same covenants and restrictions as described and per warranty deed executed March 17, 1958 conveying the Property to the City of San Antonio, recorded in Volume 4127, Page 379, Deed Records, Bexar County Texas. However, Grantor acknowledges that by conveying the Property to Grantee, all benefits created by the covenants and restrictions described above transfer with the Property to the Grantee.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

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.

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: _____

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged

Date: _____

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

Notary Public, State of Texas

My commission expires: _____

Approved as to Form:

City Attorney

After recording, please return to:

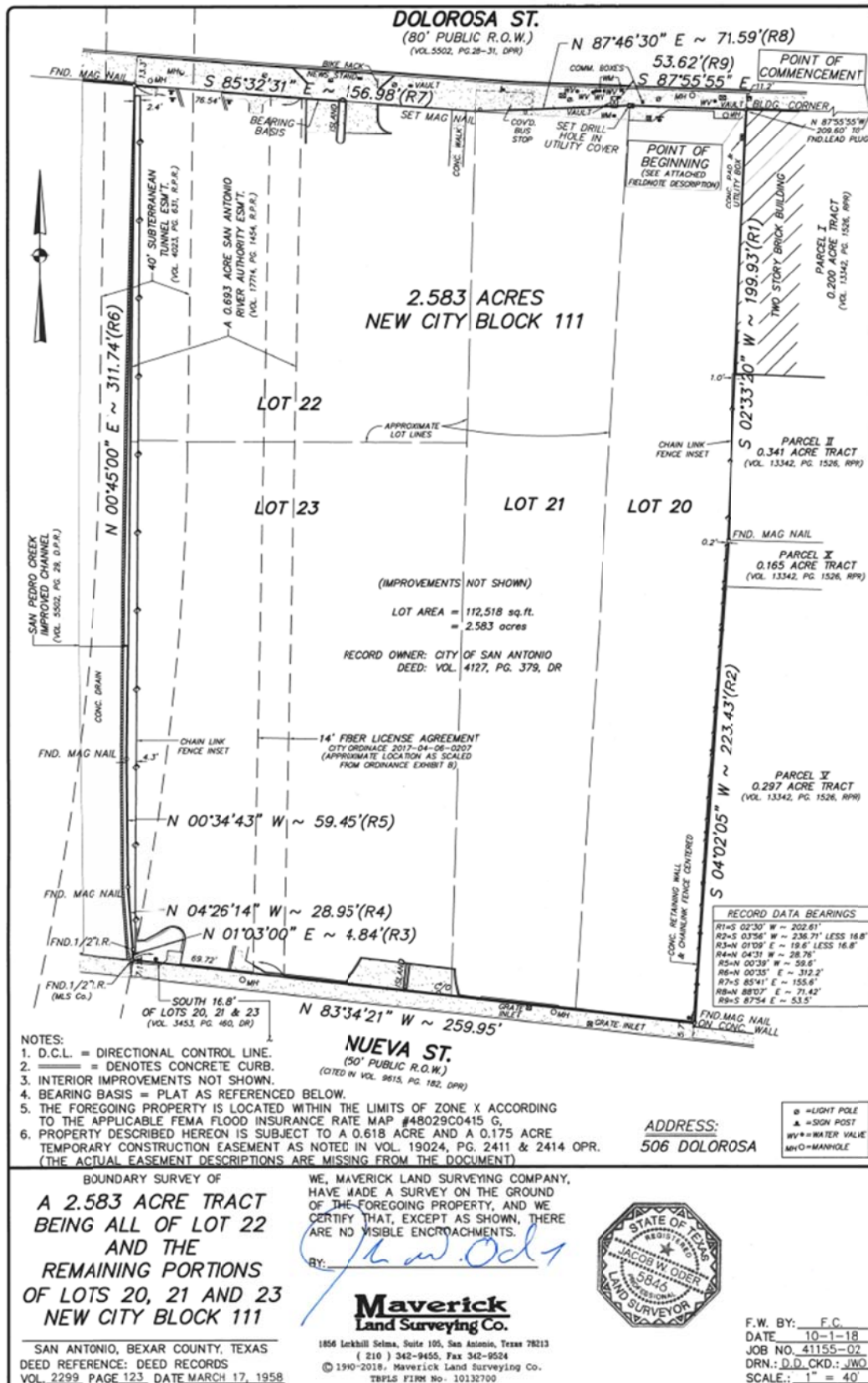
City of San Antonio

P.O. Box 839966

San Antonio, Texas 78283-3966

(Attention: Director, Transportation and Capital Improvements Department)

Exhibit A



Job No. 41155-02
October 4, 2018
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STATE OF TEXAS
COUNTY OF BEXAR

2.583 Acre Tract

FIELD NOTE DESCRIPTION of a 2.583 acre tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas and being all of Lot 22 and the remainder of Lots 20, 21 and 23, New City Block 111 as conveyed unto the City of San Antonio by warranty deed executed March 17, 1958, recorded in Volume 4127, Page 379 Deed Records of said County and State and as described in a previous deed unto Distributors Realty Corporation recorded in Volume 2299, Page 123 said Deed Records, in all said 2.583 acre tract of land being more particularly described as follows:

COMMENCING at a lead plug found at the intersection of the south right of way line of Dolorosa Street (a variable width R.O.W.) and the west right of way line of South Flores Street (an 80 foot wide R.O.W.), at the northeast corner of Parcel IV described in a Memorandum of Ground Lease recorded in Volume 13342, Page 1526 Bexar County Real Property Records.

THENCE, along the south right of way line of said Dolorosa Street, North 87° 55' 55" West, 209.60 feet to the northwest corner of a brick building at the common northwest corner of Parcel I, said Memorandum of Ground Lease, and the northeast corner of Lot 20 for the northeast corner and POINT OF BEGINNING of this tract.

THENCE, along the common east line of said Lot 20 and the west lines of Parcels I and II, said Memorandum of Ground Lease, South 02° 33' 20" West, 199.93 feet (cited in deed in Volume 2299, Page 123 as South 02° 30' West, 202.61 feet) to a mag nail found, and continuing along the common east line of said Lot 20 and the west lines of Parcels X and V, said Ground Lease, South 04° 02' 05" West (cited in said deed as South 03° 56' West), 223.43 feet to a mag nail found on a concrete retaining wall on the north right of way line of Nueva Street (a 50 foot wide R.O.W.), for the southeast corner of this tract, same being the northeast corner of a 16.8 foot wide strip of land conveyed unto the City of San Antonio for street widening by deed executed December 18, 1953 and recorded in Volume 3453, Page 460 said Deed Records.

THENCE, across said Lots 20, 21 and 23 and with the north line of said 16.8 foot wide strip, North 83° 34' 21" West, 259.95 feet to a ½ inch iron rod found with orange plastic cap marked "MLS CO RPLS 4612" on the east line of San Pedro Creek as shown by plat


recorded in Volume 5502, Page 29, Bexar County Deed and Plat Records for the southwest corner of this tract.

THENCE, along the east line of said San Pedro Creek and with the west line of said Lot 22 as follows: North 01° 03' 00" East (cited in said deed as North 01° 09' East), 4.84 feet to a ½ inch iron rod found; N 04° 26' 14" West, 28.95 feet (cited in said deed as North 04° 31' West, 28.76 feet) to a mag nail found; North 00° 34' 43" West, 59.45 feet (cited in said deed as North 00° 39" West, 59.60 feet) to a mag nail found and North 00° 45' 00" East, 311.74 feet (cited in said deed as North 00° 35' East, 312.2 feet) to a mag nail found on the south right of way line of said Dolorosa Street for the northwest corner of said Lot 22 and this tract.

THENCE, along said south right of way line as follows: South 85° 32' 31" East (bearing basis Volume 5502, Page 29), 156.98 feet (cited in said deed as South 85° 41' East, 155.6 feet) to a mag nail set in concrete, in place of previously found mag nail, at the common northeast corner of said Lot 22 and the northwest corner of said Lot 21; North 87° 46' 30" East 71.59 feet (cited in said deed as North 88° 07' East, 71.42 feet) to a drill hole set in utility cover, in place of previously found "X" marked on the top of an electric transformer box, and South 87° 55' 55" East, 53.62 feet (cited in said deed as South 87° 54' East, 53.5 feet) to the POINT OF BEGINNING.

CONTAINING in all, 2.583 acres or 112,518 square feet more or less.

Surveyed on the ground this 1st day of October 2018


Jacob W. Oder, R.P.L.S.
Texas 5846

