

ATL 4008235 KAS

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.

MICHAEL ZIGMOND KALINOWSKI, ET UX -TO- CIBOLO CREEK MUNICIPAL AUTHORITY

SPECIAL WARRANTY DEED

DATE: March 6, 2014

GRANTOR: MICHAEL ZIGMOND KALINOWSKI and wife, JANET E. KALINOWSKI

GRANTOR'S MAILING ADDRESS: 7720 Trainer Hale Road, Schertz, Texas 78154 (Guadalupe County)

GRANTEE: CIBOLO CREEK MUNICIPAL AUTHORITY

GRANTEE'S MAILING ADDRESS: P. O. Box 930, Schertz, Texas 78154 (Guadalupe County)

CONSIDERATION: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY (including any improvements): Being 69.111 acres of land out of the E. Gortari Survey No. 2, Abstract No. 5, County Block 5193, Bexar County, Texas, and being all of a 69.106 acre tract of land described in Volume 6160, Page 1686 of the Official Public Records of Real Property of Bexar County, Texas, and said 69.111 acres of land being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Environmental and Physical Condition Covenants. As a material part of the consideration for Grantor agreeing to sell Grantee the Property, Grantee acknowledges and agrees as follows:

Grantee has inspected the Property during its feasibility Period. Grantor has made no representations or warranties regarding the Property, except for the limited warranties of title in this special warranty deed and the limited representations as set forth in paragraph 19. B and paragraph 12 of the sales contract, provided that Grantee has not relied upon any statement of fact made by Grantor, if any, or any representation made by or on behalf of Grantor regarding the physical condition of the property or its compliance with applicable laws and regulations. The parties agree that the Property is sold and conveyed in "AS IS", "WHERE IS" condition "WITH ALL FAULTS" and without warranties of any kind, express or implied, or arising by operation of law, except only the warranties of title expressly set forth in this deed and subject to the rights of parties in possession of the Property, if any. Grantee has and is relying solely on Grantee's own inspections and investigation of the Property and its physical condition and compliance with applicable laws and regulations and the representation that Grantor is not aware of any of the conditions set forth in Section 19.B of the Contract as continued in Paragraph 12 of said contract.

The parties further agree as follows:

Grantee affirms that Grantee: (I) has investigated and inspected the Property during the Feasibility period and has become familiar and satisfied with the physical condition of the Property before electing the close purchase of same; and (II) has made its own determination as to the merchantability, quantity, quality, and condition of the Property, including, without limitation, the possible presence of toxic or hazardous substances or waste or other environmental contamination and the Property's suitability or fitness for any particular purpose or use. Grantee further acknowledges that Grantor would not sell the Property to Grantee without the agreements contained in this section and that Grantor will not under any circumstances have any obligation whatsoever to undertake any repair, alteration, remediation, or other work of any kind with respect to any portion of the Property, and this covenant shall be binding on future owners of the Property and shall be a covenant running with the land.

RESERVATIONS FROM CONVEYANCE: None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easement(s), as provided therein, Green Valley Water Supply Corporation, grantee, recorded in Volume 1763, Page 890, Real Property Records, Bexar County, Texas, along the southwest property line, shown on survey dated January 31, 2014, by Drew A. Mawyer, RPLS No. 5348.
- (2) Easement(s), as provided therein, City of San Antonio, grantee, recorded in Volume 7199, Page 259, Deed Records, Bexar County, Texas.
- (3) Easement(s), as provided therein, City of San Antonio, grantee, recorded in Volume 9995, Page 413, Real Property Records, Bexar County, Texas.
- (4) Terms and provisions of Development Agreement, recorded in Volume 14784, Page 1516, Real Property Records, Bexar County, Texas.
- (5) Matters shown on survey dated January 31, 2014, by Drew A. Mawyer, RPLS No. 5348, as follows:
 - a. AT&T buried cable signs, power poles, water valves, water meters, service poles, junction box-telephone, telephone pedestals, well, and overhead utility lines, located along the southwest property line and in the southwest portion of the property;
 - b. Irrigation control valves, at a point along the north property line; and
 - c. Barbed wire fence, along the most southerly northeast property line, and along part of the most easterly north property line.
- (6) Rights of parties in possession.
- (7) All matters of record affecting title to the Property.
- (8) Any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2014, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, 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 heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Michael Zigmund Kalinowski
MICHAEL ZIGMOND KALINOWSKI

Janet E. Kalinowski
JANET E. KALINOWSKI

ACCEPTANCE BY GRANTEE:

CIBOLO CREEK MUNICIPAL AUTHORITY

By: Clint Ellis
CLINT ELLIS,
General Manager

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 6th day of March, 2014, by MICHAEL ZIGMOND KALINOWSKI.

Kelly B. Sammons
Notary Public, State of Texas



THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 6th day of March, 2014, by JANET E. KALINOWSKI.


Kelly B. Sammons
Notary Public, State of Texas



THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 6th day of March, 2014, by CLINT ELLIS, General Manager of CIBOLO CREEK MUNICIPAL AUTHORITY.



Notary Public, State of Texas



After recording, return to:

Cibolo Creek Municipal Authority
P. O. Box 930
Schertz, Texas 78154



METES AND BOUNDS DESCRIPTION
FOR A
69.111 ACRE TRACT OF LAND

Being 69.111 acres of land out of the E. Gortari Survey No. 2, Abstract No. 5, County Block 5193, Bexar County, Texas, and being all of a 69.106 acre tract of land described in Volume 6160, Page 1686 of the Official Public Records of Real Property of Bexar County, Texas, and said 69.111 acres of land being more particularly described as follows:

BEGINNING at a ½" iron pin found on the Northeast right-of-way line of Trainer Hale Road, a Southwesterly corner of a 76.525 acre tract of land as described in Volume 6957, Page 2037 of the Official Public Records of Real Property of Bexar County, Texas, and being the most Westerly corner of this herein described 69.111 acre tract of land;

THENCE departing the Northeast right-of-way line of said Trainer Hale Road and with the Southeast line of said 76.525 acre tract of land, the following calls and distances:

N 59° 45' 28" E a distance of 593.61 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner;

S 45° 08' 36" E a distance of 347.44 feet to a ½" iron pin found for an interior corner;

and N 60° 51' 16" E a distance of 932.73 feet to a 1" iron pipe found for the East corner of said 76.525 acre tract of land, a Southwest corner of a 16.081 acre tract of as described in Volume 15339, Page 851 of the Official Public Records of Bexar County, Texas;

THENCE with the Southeast line of said 16.081 acre tract of land and passing the South corner of a 11.887 acre tract of land as described in Volume 12333, Page 538 of the Official Public Records of Bexar County, Texas, N 60° 53' 27" E a distance of 1909.82 feet to a ½" iron pin found on line for a reference point, a total distance of 1994.55 feet to the center of Cibolo Creek for the East corner of said 16.081 acre tract of land and being the North corner of this herein described 69.111 acre tract of land;

THENCE with the meanders of Cibolo Creek the following calls and distances:

S 22° 36' 10" E a distance of 299.88 feet to a point;

S 43° 49' 17" E a distance of 33.64 feet to a point;

and S 18° 11' 30" E a distance of 481.20 feet to point for the East corner of this herein described 69.111 acre tract of land;

THENCE departing the center line of Cibolo Creek, S 59° 47' 58" W a distance of 151.27 feet to a ½" iron pin found on line for a reference point, a total distance of 3241.67 feet to a ½" iron pin found on the Northeast right-of-way line of said Trainer Hale Road, a Westerly corner of a 62.139 acre tract of land as described in Volume 8434, Page 1819 of the Official Public Records of Real Property of Bexar County, Texas, and being the Southwest corner of this herein described 69.111 acre tract of land;

THENCE with the Northeast right-of-way line of said Trainer Hale Road, the following calls and distances:

N 37° 11' 21" W a distance of 134.66 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner;

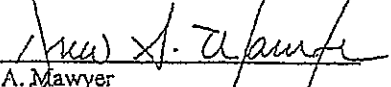
N 38° 24' 49" W a distance of 652.84 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner;

EXHIBIT "A"
PAGE TWO

N 48° 16' 36" W a distance of 332.53 feet to a 1/2" iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner and a curve to the left;
and with said curve to the left, having a Radius of 679.64 feet, an Arc Length of 98.09 feet, a Delta Angle of 08° 16' 08", and a Chord bearing and distance of N 44° 08' 32" W, 98.00 feet to a to the POINT OF BEGINNING and containing 69.111 acres of land, more or less;

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D 1983.

Surveyed on the ground this the 31st day of January, 2014.



Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
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Doc# 20140035679
Pages 7
03/06/2014 12:39PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$46.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
03/06/2014 12:39PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff