

General Warranty Deed

Date: _____, 2015

Grantor: Seguin Economic Development Corporation, a Texas corporation

Grantor's Mailing Address:

Seguin Economic Development Corporation
205 N. River Street
Seguin, Texas 78155

Grantee: City of Seguin, Texas, a Texas municipal corporation

Grantee's Mailing Address:

City of Seguin, Texas
205 N. River Street
Seguin, Texas 78155

Consideration:

The exchange of property, title to which is accepted by Grantor the same as if the consideration represented by the exchange were paid in cash. There is no lien, either expressed or implied, created by the exchange of property. Any such lien is waived and released by Grantor.

Property (including any improvements):

0.146 of an acre tract of land situated in the Humphries Branch Survey No. 17, Abstract 6, City of Seguin, Guadalupe County, Texas, being a portion of a tract of land called 17.796 acres conveyed to the Seguin Economic Development Corporation by deed recorded in Volume 4152, Page 932, Official Records, Guadalupe County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2013 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created

by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (1) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (2) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (3) filled-in lands or artificial islands, (4) water rights, including riparian rights, or (5) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. 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 Grantor in this type of transaction new liabilities for environmental problems affecting the property.

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

This conveyance is authorized pursuant to SEDC Resolution No. _____ dated _____, 2015.

GRANTOR:
SEGUIN ECONOMIC DEVELOPMENT
CORPORATION,
a Texas corporation

By: _____
Terry M. Trevino, Executive Director

GRANTEE:
CITY OF SEGUIN, TEXAS,
a Texas municipal corporation

By: _____
Douglas Faseler, City Manager

STATE OF TEXAS)

COUNTY OF GUADALUPE)

This instrument was acknowledged before me on _____, 2015, by Terry M. Trevino, as the Executive Director of Seguin Economic Development Corporation, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF GUADALUPE)

This instrument was acknowledged before me on _____, 2013, by Douglas Faseler, as the City Manager of the City of Seguin, Texas, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



114 North Austin Street
Seguin, Texas 78155
Phone (830) 372-1001 Fax (830) 379-1155
License Number 10042400

Field notes describing a 0.146 of an acre tract of land situated in the Humphries Branch Survey No. 17, Abstract 6, City of Seguin, Guadalupe County, Texas, being a portion of a tract of land called 17.796 acres, conveyed to Seguin Economic Development Corporation, by deed recorded in Volume 4154, Page 932, Official Records, Guadalupe County, Texas and being more particularly described as follows: Note: All set pins are ½" diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at an iron pin set in the southeast right-of-way line of Interstate Highway 10 for westernmost northeast corner of the remainder of a tract of land conveyed to City of Seguin, by Cause No. 07-1281-CV, District Court Records, Guadalupe County, the northwest corner of the 17.796 acre tract and the herein described tract.

Thence, N 51° 46' 07" E, 9.36 feet with the southeast right-of-way line of Interstate Highway 10 and the northwest line of the 17.796 acre tract, to an iron pin set for the northeast corner of the herein described tract.

Thence, S 00° 06' 28" W, 708.52 feet crossing the 17.796 acre tract, to an iron pin set in the south line of the 17.796 acre tract, for the northwest corner of a 0.318 of an acre tract, this day surveyed and the southeast corner of the herein described tract.

Thence, N 89° 37' 26" W, 10.64 feet with the southernmost north line of the City of Seguin tract and the south line of the 17.796 acre tract, to an iron pin set for the southwest corner of the 17.796 acre tract and the herein described tract.

Thence, N 00° 22' 35" E, 702.67 feet with the northernmost west line of the remainder of the City of Seguin tract and the west line of the 17.796 acre tract, to the **Place of Beginning** and containing 0.146 of an acre of land according to a survey made on the ground on February 25, 2015, by Tri-County Surveying Inc.

Corresponding plat prepared.
Project No. 0403116G
Revised: March 18, 2015



Aubrey C. Holland
Registered Professional
Land Surveyor No. 4493