

Z-2024-10700169

**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.

**SPECIAL WARRANTY CASH DEED**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF BEXAR

§

LAURETTE A. CRANE and DONALD ANDREW CRANE, signing herein proforma (hereinafter called "Grantor", whether one or more), for and in consideration of the sums paid and promised to be paid by JOSEPHINE HOSPITALITY LLC, a Texas limited liability company ( hereinafter called "Grantee", whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed; have subject to the matters herein described, **GRANTED, SOLD and CONVEYED** and by these presents do hereby **GRANT, SELL and CONVEY** unto the Grantee, the following described real property, together with any and all improvements thereto ( the "Property") to-wit:

BEING 0.358 ACRES OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOTS A AND B, NEW CITY BLOCK 981, SUBDIVISION OF THE J.E. WEBB PROPERTY, BEXAR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 642, PAGE 182, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS, SAVE AND EXCEPT THAT 7.6 FOOT NORTHWEST TRIANGULAR PORTION OF SAID LOT A, AND BEING THAT SAME PROPERTY CONVEYED IN SPECIAL WARRANTY DEED (CASH) RECORDED IN DOCUMENT NUMBER 20220177262, AND DESCRIBED IN CASH WARRANTY DEED RECORDED IN DOCUMENT NUMBER 20090198829, BOTH OF THE OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS; SAID 0.358 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS 0.358 ACRES, SAME BEING THE NORTHEAST CORNER OF SAID LOT B AND THE NORTHWEST CORNER OF THE OT PARTNERS, LLC 0.204 ACRES (DOCUMENT NUMBER 20170127048), SAME ALSO BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF E. JOSEPHINE ST. AND THE POINT OF BEGINNING;

THENCE ALONG THE LINE COMMON TO THIS 0.358 ACRES AND SAID OT 0.204 ACRES, SOUTH 12 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 148.50 FEET TO A 1/2 INCH IRON ROD CAPPED WAL SET FOR THE SOUTHEAST CORNER OF THIS 0.358 ACRES, SAME BEING THE SOUTHWEST CORNER OF SAID OT 0.204 ACRES AND ON THE NORTH LINE OF LOT 9, NEW CITY BLOCK 981;

THENCE ALONG THE LINE COMMON TO THIS 0.358 ACRES AND SAID LOT 9, NORTH 80 DEGREES 11 MINUTES 39 SECONDS WEST, A DISTANCE OF 44.78 FEET (CALLED 50.00

CHICAGO TITLE GF# 4200112200852-010

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FEET) TO A 1/2 INCH IRON ROD CAPPED WALS SET FOR AN ANGLE CORNER OF THIS 0.358 ACRES, SAME BEING THE NORTHWEST CORNER OF SAID LOT 9 AND ON THE EAST LINE OF THE OT PARTNERS, LLC 0.181 ACRES (DOCUMENT NUMBER 20120032615);

THENCE ALONG THE LINES COMMON TO THIS 0.358 ACRES AND SAID OT 0.181 ACRES THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 2.00 FEET TO A POINT THAT FALLS ON A 15 INCH DIAMETER TREE FOR AN ANGLE CORNER;

NORTH 84 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 58.17 FEET (CALLED 57 FEET) TO A POINT FOR THE SOUTHWEST CORNER OF THIS 0.358 ACRES, FROM WHICH A 4 INCH BY 4 INCH WOOD FENCE CORNER POST BEARS NORTH 25 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 3.54 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID OT 0.181 ACRES AND ON THE EAST LINE OF THE SALAZAR FAMILY PROPERTY MANAGEMENT TRUST TRACT (DOCUMENT NUMBERS 20160132023);

THENCE ALONG THE LINE COMMON TO THIS 0.358 ACRES AND SAID SALAZAR TRACT, NORTH 09 DEGREES 48 MINUTES 12 SECONDS EAST, A DISTANCE OF 67.54 FEET (CALLED 67.50 FEET) TO A POINT FOR AN ANGLE CORNER OF THIS 0.358 ACRES, FROM WHICH A 4 INCH BY 4 INCH WOOD FENCE POST BEARS SOUTH 11 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 3.95 FEET, SAID POINT ALSO BEING AN ANGLE CORNER OF THE GAYLON FISHER TRACT (VOLUME 9083, PAGE 1569);

THENCE ALONG THE LINE COMMON TO THIS 0.358 ACRES AND SAID FISHER TRACT, NORTH 17 DEGREES 05 MINUTES 33 SECONDS EAST, A DISTANCE OF 87.44 FEET (CALLED 87.34 FEET) TO A METAL FENCE CORNER POST FOUND FOR THE NORTHWEST CORNER OF THIS 0.358 ACRES, FROM WHICH AN "X" FOUND CUT IN CONCRETE BEARS NORTH 75 DEGREES 56 MINUTES 19 SECONDS WEST, A DISTANCE OF 83.31 FEET, SAID POST ALSO BEING THE NORTHEAST CORNER OF SAID FISHER TRACT AND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID E. JOSEPHINE ST.;

THENCE ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID E. JOSEPHINE ST., SOUTH 78 DEGREES 03 MINUTES 36 SECONDS EAST, A DISTANCE OF 99.37 FEET (CALLED 100.00 FEET) TO THE POINT OF BEGINNING, AND CONTAINING 0.358 ACRES OF LAND, MORE OR LESS.

This **CONVEYANCE** is made by Grantor and accepted by Grantee subject to, all and singular, the easements, rights-of-way, prescriptive rights, restrictions, reservations, covenants, conditions, oil, gas and other mineral leases, mineral severances, affecting the Property, to the extent, but only to the extent, same are recorded in said **Bexar** County and affect the Property and are listed on **Exhibit "A"**, attached hereto and incorporated herein for all purposes. Grantee accepts all zoning and governmental regulations currently affecting the Property.

**TO HAVE AND TO HOLD** the Property and premises together with, all and singular, the rights, hereditaments and appurtenances thereto in anywise belonging, unto the Grantee, Grantee's respective successors, heirs, executors, administrators and assigns (as the case may be) forever, and Grantor do hereby

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bind Grantor, and Grantor's respective successors, heirs, executors and administrators (as the case may be), to warrant and forever defend all and singular the said Property and premises unto the Grantee, and the Grantee's respective successors, heirs executors, administrators and assigns (as the case may be) forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING CONVEYED "AS IS" and "WITH ALL FAULTS". BUYER ACKNOWLEDGES AND AGREES THAT SELLER (OR ANY OF SELLER'S DISCLOSED OR UNDISCLOSED OFFICERS, DIRECTORS, EMPLOYEES, TRUSTEES, SHAREHOLDERS, PARTNERS, MEMBERS, PRINCIPALS, PARENTS, SUBSIDIARIES OR OTHER AFFILIATES OF SELLER OR ANY OF THEIR AGENTS OR REPRESENTATIVES) HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY AFTER CLOSING; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE PROPERTY INFORMATION OR TITLE COMMITMENT; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER; (XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) DEFICIENCY OF ANY UNDERSHORING; (XV) DEFICIENCY OF ANY DRAINAGE; (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; OR (XVII) WITH RESPECT TO ANY OTHER

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MATTER. BUYER ACKNOWLEDGES THAT IT IS LIKELY THAT THERE IS ASBESTOS AND LEAD BASED PAINT IN THE STRUCTURE AND THAT THE PROPERTY IS LOCATED IN THE FLOOD PLAIN. IT IS UP TO THE BUYER TO PERFORM ITS OWN INSPECTIONS, DUE DILIGENCE AND RESEARCH TO DETERMINE THE QUALITY AND CONDITION OF THE PROPERTY. THE PARTIES ACKNOWLEDGE THAT THE SALES PRICE IS BASED ON THE BUYER PURCHASING THE PROPERTY "AS IS" AND "WITH ALL FAULTS" AFTER COMPLETE AND UNCONDITIONAL INSPECTION.

Ad valorem taxes for the current calendar year for the Property have been prorated, and the payment thereof is hereby assumed by the Grantee.

EXECUTED this 25 day of January, 2023, to be effective for all purposes as of **January 26, 2023**.

**GRANTOR:**

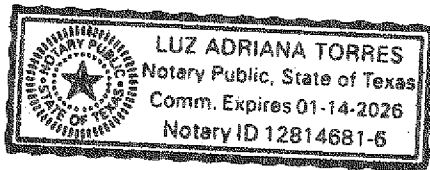
BY: Laurette A. Crane  
NAME: LAURETTE A. CRANE

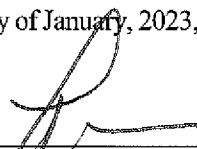
BY: Donald A. Crane  
NAME: DONALD ANDREW CRANE, SIGNING  
HEREIN PROFORMA

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THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

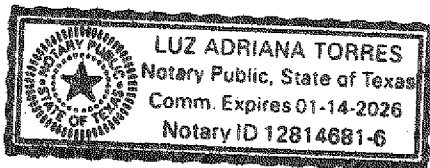
This instrument was acknowledged before me on this the 25 day of January, 2023, by LAURETTE A. CRANE.




  
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Notary Public, State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on this the 25 day of January, 2023, by DONALD ANDREW CRANE, SIGNING HEREIN PROFORMA.



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

**PREPARED IN THE LAW OFFICE OF:**

SHARON SCHARFF GREENWALD, P.L.L.C.  
P. O. BOX 781004  
SAN ANTONIO, TEXAS 78278

**AFTER RECORDING RETURN TO:**

JOSEPHINE HOSPITALITY LLC, a Texas limited  
liability company  
5111 BROADWAY  
SAN ANTONIO, TEXAS 78209

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**EXHIBIT "A" TO SPECIAL WARRANTY CASH DEED**

**(Exceptions)**

- 1) Any shortages in area or boundary lines.
- 2) Standby fees, taxes and assessments by any taxing authority for the year **2023** and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
- 3) That certain Commercial Lease ratified and existing as of even date between Grantor, as tenant and Grantee, as landlord, according to the terms therein stated.
- 4) Rights of parties in possession.
- 5) Visible or apparent easement(s) and/or rights of way on, over, under or across the Property.
- 6) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property including that certain encroachment of neighbor's fence 3.3' into the southwest portion of the Land, as shown on Survey by Mark J. Ewald, RPLS, dated Sept. 21, 2022.

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20230014490  
**Recorded Date:** January 27, 2023  
**Recorded Time:** 9:50 AM  
**Total Pages:** 7  
**Total Fees:** \$46.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 1/27/2023 9:50 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk