

A RESOLUTION SIDC 2003-10

AUTHORIZING THE ACQUISITION OF APPROXIMATELY 1,726 ACRES OF LAND FOR A PURCHASE PRICE OF NOT MORE THAN \$16,090,000 AS PART OF THE PROJECT STARBRIGHT AGREEMENT, RATIFYING ACTIONS TAKEN TO COMPLETE THE TRANSACTION, AND AUTHORIZING PAYMENT OF NECESSARY AND REASONABLE EXPENSES AS MORE FULLY SET OUT IN THE FINAL CLOSING STATEMENTS FOR THE ACQUISITION AND IN ORDINANCE 97706, ADOPTED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, MAY 29, 2003.

WHEREAS, the City of San Antonio, Texas, Starbright Industrial Development Corporation (the "Corporation"), is an industrial development corporation formed pursuant to the Development Corporation Act of 1979, Texas Revised Civil Statutes Annotated, Article 5190.6, as amended (the "Act"), to aid and act on behalf of the City of San Antonio (the "City") in commercial and industrial development; and

WHEREAS, the Board of Directors of the Corporation (the "Board") hereby deems it necessary and desirable to take steps to acquire approximately 1,726 acres ("the Property"), as generally described at Attachment 1; and

WHEREAS, the acquisition of the Property is necessary to fulfill the terms and conditions of the Economic Development Contract with the City of San Antonio; and

WHEREAS, the Board finds that purchasing the land for an amount not to exceed \$16,090,000 plus additional closing is reasonable and necessary; and

WHEREAS, the Corporation's Executive Director took reasonable and necessary actions to fulfill the previously adopted Economic Development Contract and the agreement with the Toyota Motor Manufacturing North America, Inc. ("Toyota") under which certain assistance would be provided to Toyota to assist it in development of an auto manufacturing or assembly facility in San Antonio and

WHEREAS, the Board of Directors of the Corporation finds the assignment from the City to the Corporation of the contract to purchase the Property is on terms and conditions which are favorable to the obligations of both the City and the corporation; **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION:

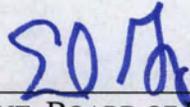
SECTION 1. The Executive Director and the Treasurer are each authorized to take all such actions on behalf of the Corporation as may be necessary to acquire the Property which consists of approximately 1,726 acres for an amount not to exceed \$16,090,000 plus closing costs,

including (but not limited to) the negotiation (and execution where appropriate) of any and all documents necessary to complete the acquisition. The actions of the Executive Director, the Treasurer and the agents of the Corporation which have previously be completed to effectuate the purchase of the property are hereby fully and completely ratified and confirmed.

SECTION 2. The Corporation hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Corporation hereby incorporates such recitals as a part of this Resolution.

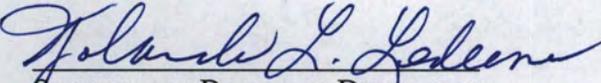
THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE THEREOF.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION THIS 7TH DAY OF AUGUST, 2003.



PRESIDENT, BOARD OF DIRECTORS

ATTEST:


SECRETARY, BOARD OF DIRECTORS

03-27

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

I, the undersigned officer of the Board of Directors of the City of San Antonio, Texas, Starbright Industrial Development Corporation (the "Corporation") do hereby certify as follows:

1. The Board of Directors of the Corporation convened in organizational session on the 27th day of February, 2003, at the regular meeting place thereof within the State of Texas; and the roll was called of the duly constituted officers and members of said Board, to-wit:

Ed Garza
Bobby Perez
John H. Sanders
Antoinette Moorhouse
Enrique Martin
Nora X. Herrera
Enrique M. Barrera
Julian Castro
Bonnie Conner
Carroll Schubert
David Carpenter

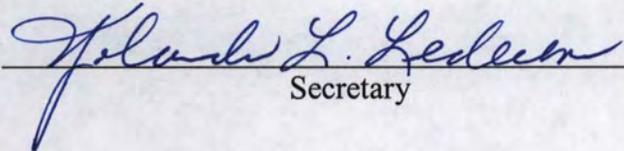
and all of said persons were present, except Director(s) Perez, Haass, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

A RESOLUTION APPROVING THE FORM, CONTENT, AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE ISSUANCE, SALE AND DELIVERY OF APPROXIMATELY \$22,910,000 CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION CONTRACT REVENUE BONDS, SERIES 2003; RETAINING CO-BOND COUNSEL AND SPECIAL ISSUER'S COUNSEL; AND AUTHORIZING OTHER ACTIONS DEEMED NECESSARY IN CONNECTION WITH THE SALE OF SUCH BONDS.

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code, as amended.

SIGNED this 7th day of August, 2003.


Secretary

MEETING OF THE CITY COUNCIL

ALAMODOME
ASSET MANAGEMENT
AVIATION
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
COUNCIL OFFICES
CULTURAL AFFAIRS
CUSTOMER SERVICE/311 SYSTEM
DEVELOPMENT SERVICES
HOUSE NUMBERING
LAND DEVELOPMENT SERVICES
TRAFFIC & DRAINAGE PLAN REVIEW
ECONOMIC DEVELOPMENT
ENVIRONMENTAL SERVICES
SOLID WASTE
EXTERNAL RELATIONS
PUBLIC INFORMATION OFFICE
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - PUBLIC UTILITIES SUPERVISOR
FINANCE- TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
MANAGEMENT & BUDGET (OFFICE OF) OMB
MAYOR'S OFFICE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
NEIGHBORHOOD ACTION
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT -NEIGHBORHOOD PLNG;
URBAN DESIGN/HISTORIC PRESERVATION
DISABILITY ACCESS OFFICE
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: 70B

DATE: AUG - 7 2003

MOTION: Segovia Wm

ORDINANCE NUMBER: SIDC 2003-10

RESOLUTION NUMBER: _____

ZONING CASE NUMBER: _____

TRAVEL AUTHORIZATION: _____

NAME	ROLL	AYE	NAY
ROGER O. FLORES JR. District 1		✓	
JOEL WILLIAMS District 2		✓	
RON SEGOVIA District 3		✓	
RICHARD PEREZ District 4		absent	
PATTI RADLE District 5		✓	
ENRIQUE M. BARRERA District 6		✓	
JULIAN CASTRO District 7		✓	
ART A. HALL District 8		✓	
CARROLL SCHUBERT District 9		✓	
CHRISTOPHER "CHIP" HAASS District 10		absent	
EDWARD D. GARZA Mayor		✓	

03-27

ASSIGNMENT OF CONTRACT

This **ASSIGNMENT OF CONTRACT** (this "Assignment") is made as of the 18th day of July, 2003, by and between the **CITY OF SAN ANTONIO**, a Texas home-rule municipal corporation ("Assignor"), and the **CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION**, a Texas industrial development corporation ("Assignee").

A. Assignor, as Purchaser and the EDF TITLE HOLDING COMPANY, INC., as Seller, entered into that certain Contract, dated as of June 4, 2003 (the "Contract"), regarding a tract of approximately 1,726 acres of unimproved property located in Bexar County, Texas, as more particularly described therein.

B. Assignor desires to assign to Assignee all of Assignor's right, title, and interest as Purchaser, in and to the Contract, and Assignee desires to accept such Assignment, subject to the terms and provisions hereof.

AGREEMENTS

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Assignor has ASSIGNED, TRANSFERRED, CONVEYED and DELIVERED, and by these presents does ASSIGN, TRANSFER, CONVEY and DELIVER, unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Contract. By its execution hereof, Assignee hereby assumes the liabilities, obligations, duties, and responsibilities of Assignor with respect to the terms and conditions of the Contract, and Assignee shall indemnify Assignor and hold Assignor harmless from any and all claims under the Contract.

2. This Assignment may be executed in one or more identical counterparts, each of which is an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date set forth below to be effective as of the date first written above.

ASSIGNOR:

CITY OF SAN ANTONIO,
a Texas home-rule municipal corporation

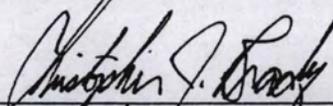
By: Terry M. Brechtel

Name: Terry Brechtel

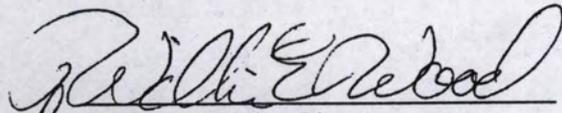
Title: City Manager

ASSIGNEE:

**CITY OF SAN ANTONIO, TEXAS,
STARBRIGHT INDUSTRIAL
DEVELOPMENT CORPORATION,**
a Texas industrial development corporation

By: 
Name: CHRISTOPHER J. GRAY
Title: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:


for Andrew Martin, City Attorney

CONTRACT

This Contract ("Contract") is made as of the 4th day of June, 2003 (the "Date of this Contract") between **EDF TITLE HOLDING COMPANY, INC.** ("Seller"), a Texas corporation, and the **CITY OF SAN ANTONIO** ("Purchaser"), a Texas home-rule municipal corporation. In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

I.

The Property

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described property (the "Property"):

(a) Land. The tract or parcel of land (the "Land") located in Bexar County, Texas, and which is more particularly described on Exhibit A, attached hereto and incorporated herein, together with any improvements situated thereon.

(b) Rights and Appurtenances. All of Seller's right, title and interest, if any, in and to all rights and appurtenances pertaining to the Land including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, strips and gores adjoining or adjacent to the Land and water and water rights.

II.

Purchase Price

The total purchase price ("Purchase Price") for the Property is Fifteen Million Ninety-One Thousand Six Hundred Seventy-Seven and 57/100 Dollars (\$15,091,677.57) plus such additional amount determined from time to time such that the Purchase Price is at no time less than the outstanding amount owing under the Loan (as defined below), including any amounts owing under any document or instruments evidencing or securing the Loan; provided, however, that in no event will the Purchase Price exceed Sixteen Million, Ninety Thousand Dollars (\$16,090,000.00). The Purchase Price shall be paid at Closing in cash, or by bank cashier's check drawn on a financial institution acceptable to Seller, or by wire transfer of immediately available federal good funds to an account designated by Seller.

III.

Closing

3.1 Time and Place of Closing. On or before the date that is forty-five (45) calendar days after the Date of this Contract ("Closing Date"), the consummation of the purchase and sale hereunder (the "Closing") shall take place at the office of Ticor Title Company (the "Title Company") in San Antonio, Texas, unless such date is extended in writing by both parties with

the express prior written consent of the Lender (as defined below). The Closing Date shall be automatically extended to the extent necessary: (a) to allow Lender (as defined below) time to exercise its rights and remedies under the Liens (as defined below) and (b) to allow Seller to effect the closings under the Underlying Contracts (as defined below), provided that the extension provision set forth in this clause (b) shall terminate and be extinguished as soon as the proceeds of the Loan are used for the acquisition of the Property. If the Closing has not occurred by September 30, 2003, then either party may, with the express prior written consent of the Lender, terminate this Contract upon notice to the other and to the Lender, in which event neither party will have any further rights or obligations hereunder other than as set forth herein with respect to rights or obligations that survive termination.

3.2 **Events of Closing.** At the Closing:

(a) Seller shall deliver to Purchaser a Special Warranty Deed conveying to Purchaser (or to such person or persons as Purchaser may direct) the Property subject to all property taxes, the rights of any parties in possession and all other matters affecting the Property. In this regard, Seller will not voluntarily create any easements, restrictions, liens or other encumbrances on the Property (other than the Liens) without the written consent of Purchaser and Lender.

(b) Purchaser shall deliver to Seller the Purchase Price in cash or by bank cashier's check drawn on a financial institution acceptable to Seller or by immediately available federal good funds wired to an account designated by Seller. The Purchase Price shall be applied first to the repayment of the loan (the "Loan") by JPMorgan Chase Bank ("Lender") to Seller secured by a lien on the Property and a security interest in this Contract (the "Liens"). Lender is an intended third party beneficiary with respect to this Contract, and this Contract cannot be amended without the prior written consent of Lender. The Loan by Lender includes all principal and interest and expenses due Lender in connection with the Loan.

(c) Each party shall deliver such other documents and take such actions as may be reasonably required to close this transaction.

3.3 **Expenses.** Purchaser shall pay the closing and escrow fees charged by the Title Company, the cost of any title policy, costs of tax certificates, fees for preparation of the conveyance documentation, and all other closing costs.

3.4 **Taxes; Use of Property.** The sale of the Property is subject to all property assessments, taxes and fees with respect to the Property, and Purchaser shall be responsible for all assessments, taxes and fees due with respect to the Property for the current year, prior years and subsequent years, including without limitation due to changes in land usage, ownership, or both. If the benefit of laws permitting a special use valuation for the purposes of payment of ad valorem taxes on the Property has been claimed with respect to the Property, and, after the purchase is closed, Purchaser changes the use of the Property from its present use and such change in use, or any transfer or change in ownership of the Property, results in the assessment of additional taxes, such additional taxes will be the responsibility of Purchaser. In addition, but without limitation of the foregoing, Purchaser shall be responsible for all assessments, taxes and fees with respect to the Property accruing or being payable during Seller's period of ownership

of the Property (including any assessment of additional taxes resulting from a change in the use or ownership of the Property before, during, or after such period). The parties acknowledge that Purchaser may discharge Purchaser's responsibility under this Section 3.4 with respect to assessments, taxes and fees referenced in this Section 3.4 without actually paying such assessments, taxes and fees by virtue of Purchaser's status (i.e., as a governmental or quasi-governmental entity) or otherwise. The terms of this paragraph shall survive the Closing. Seller also hereby gives Purchaser the following notice:

**TEXAS PROPERTY CODE §5.010
NOTICE REGARDING POSSIBLE LIABILITY
FOR ADDITIONAL TAXES**

If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its fair market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

IV.

Default and Remedies

4.1 **Default by Seller.** Seller shall be in default hereunder if Seller should fail to meet, comply with or perform any obligation on Seller's part hereunder for any reason other than a default by Purchaser hereunder. In the event of a default by Seller hereunder, Purchaser's sole and exclusive remedy shall be to enforce specific performance of Seller's obligations under this Contract. Purchaser shall not exercise any remedies on account of any default by Seller without first giving Lender written notice of such default and at least 30 days to cure such default, plus such additional time as Lender requests in writing to cure such default so long as Lender is diligently pursuing the cure of such default.

4.2 **Default by Purchaser.** Purchaser shall be in default if Purchaser should fail to meet, comply with or perform any obligation on Purchaser's part hereunder, for any reason other than a default by Seller hereunder. In the event of a default by Purchaser, Seller shall be entitled to enforce specific performance of Purchaser's obligations under this Contract, as well as all other remedies available at law or equity.

4.3 **Acknowledgments of Purchaser.** Purchaser acknowledges and agrees that:

(a) Seller may not at the time of the execution of this Contract own the Property, but if Seller does not own the Property at the time of the execution of this Contract, Seller has rights to acquire the Property pursuant to one or more real estate earnest money contracts (collectively, the "Underlying Contracts");

(b) Seller's obligations hereunder are subject to Seller's acquiring the Property, provided that this clause (b) shall terminate and be extinguished as soon as the proceeds of the Loan are used for the acquisition of the Property;

(c) Lender advanced the Loan to Seller to initially purchase the Land in contemplation of the purchase of the Land by Purchaser in accordance with this Contract;

(d) Lender would not have advanced the Loan to Seller, if Purchaser was not obligated, and there was not a remedy of specific performance to enforce such obligation, to pay the entire amount of the Purchase Price, as adjusted; and

(e) Seller would not have purchased the Land, borrowed the Loan or entered into this Contract, if Purchaser was not obligated, and there was not a remedy of specific performance to enforce such obligation, to pay the entire amount of the Purchase Price, as adjusted.

V.

Miscellaneous

5.1 **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Contract, shall be in writing and shall be either (a) personally delivered to the intended recipient; (b) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (c) delivered in person to the address set forth below for the party to whom the notice was given; (d) deposited into the custody of a nationally recognized overnight delivery service such as Fed Ex Corporation, addressed to such party at the address specified below; or (e) sent by facsimile, if receipt of such facsimile is verified by the sender. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or, if mailed, three days after the date the notice is mailed. For purposes of this Section, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller:

EDF Title Holding Company, Inc.
c/o San Antonio Economic Development Foundation, Inc.
602 E. Commerce Street
P.O. Box 1628
San Antonio, Texas 78296
Attn: Mr. Robert Peché
Telecopy No.: (210) 223-3386

with a copy to:

Haynes and Boone, L.L.P.
112 E. Pecan Street
Suite 1600
San Antonio, Texas 78205-1540
Attn: Steven A. Waters
Telecopy No.: (210) 554-0406

If to Purchaser:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283
Telecopy No.: (210) 207-4217

If to Lender:

JPMorgan Chase Bank
1020 N.E. Loop 410
San Antonio, Texas 78210
Telecopy No.: (210) 829-6109
Attention: David P. McGee

5.2 **Integration; Modification; Waiver.** This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property and supersedes all previous contracts, agreements and understandings of the parties, whether oral or written, relating to the Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought. This Contract cannot be modified or amended, and none of the terms hereof may be waived, without the express prior written consent of Lender.

5.3 **Headings; Construction.** The headings which have been used in this Contract have been inserted for convenience only and shall not be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

5.4 **Invalid Provisions.** If any one or more of the provisions of this Contract, or the applicability of any such provisions to a specific situation, shall be held invalid or unenforceable, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

5.5 **Binding Effect; Third Party Beneficiary; No Waiver.** This Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns. Purchaser acknowledges and agrees that Lender is a third party beneficiary of this Contract and that Lender may directly enforce all rights and remedies of Seller hereunder. No delay, omission or forbearance of any party to exercise any power, right or remedy accruing to such party shall impair any such power, right or remedy or shall be construed to be a waiver of the right to exercise any such power, right or remedy.

5.6 **Further Acts.** In addition to the acts recited in this Contract to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

5.7 **Time of Essence.** Time is of the essence of this Contract.

5.8 **Assignment.** Purchaser shall have the right to assign this Contract to one or more individuals or entities, if all such assignees assume Purchaser's obligations hereunder, but upon such assignment, Purchaser shall not be relieved of its obligation to pay the Purchase Price on the Closing Date, which obligation shall continue until the Purchase Price is fully and finally and irrevocably paid to Seller, and Purchaser shall not be relieved of its other obligations under this Contract, including (but not limited to) its obligations under Sections 5.15 and 5.17 below and its other obligations which survive Closing. This Contract is also assignable by Seller. In this regard, Seller has granted a security interest in this Contract to Lender, and upon a foreclosure on such security interest, the purchaser of Seller's rights under this Contract pursuant to such foreclosure shall be Seller under this Contract and shall be entitled to all of Seller's rights under this Contract. Notwithstanding anything else contained in this Contract to the contrary, any assignee of Purchaser with respect to this Contract (other than the City of San Antonio in the event this Contract is assigned by the City of San Antonio and then subsequently reassigned to the City of San Antonio) will have no liability with respect to any indemnity obligations or other obligations under this Contract after the Closing.

5.9 **Texas Law.** This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Contract are performable in Bexar County, Texas.

5.10 **Counterparts.** This Contract may be executed in multiple counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall collectively constitute one agreement. However, in making proof of this Contract it shall not be necessary to produce or account for more than one such fully executed counterpart.

5.11 **Attorney's Fees.** Should either party employ an attorney to enforce any of the provisions hereof, the non-prevailing party in any final judgment agrees to pay the other party all reasonable costs, charges and expenses, including attorney's fees expended or incurred in connection thereof.

5.12 **Waiver of Immunity.** PURCHASER HEREBY WAIVES ANY CLAIM TO SOVEREIGN IMMUNITY OR GOVERNMENTAL IMMUNITY TO WHICH IT MAY OTHERWISE BE ENTITLED, BOTH AS TO IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT, IN CONNECTION WITH THIS CONTRACT AND THE ENFORCEMENT OF THIS CONTRACT.

5.13 **Property Sold AS IS Without Representations.** As a material part of the consideration of this Contract, Seller and Purchaser agree that Purchaser is taking the Property on an "AS IS" "WHERE IS" basis and "WITH ALL FAULTS", including without limitation with any and all latent and patent defects and that there is no warranty by Seller that the Property is fit for a particular purpose. Purchaser acknowledges that Purchaser is not relying upon any representation, statement or other assertion with respect to the condition of the Property, but is relying upon Purchaser's examination of the Property. Purchaser takes the Property under the express understanding that there are no express or implied warranties (except for warranties of

title set forth in the closing documents). Purchaser represents and warrants that Seller has made no representation with respect to the Property upon which Purchaser is relying in entering into this Contract. Purchaser agrees that Purchaser will rely solely on Purchaser's inspection of the Property in closing Purchaser's purchase of the Property, and will not rely on the representations of Seller, any agent of Seller, or any person purporting to act on behalf of Seller, in closing Purchaser's purchase of the Property. The terms of this Section shall survive the closing of the transaction contemplated by this Contract.

5.14 **No Conditions/Contingencies.** Seller and Purchaser hereby acknowledge and agree that, except as provided in Section 4.3(b) above, their respective obligations hereunder are not subject to any conditions, contingencies or review or due diligence processes, and, except as provided in Article III above, neither party has any termination rights under this Contract.

5.15 **Broker's Fee.** Purchaser and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Purchaser. Purchaser and Seller shall, to the extent allowed by applicable law, indemnify, defend and hold each other harmless from any claim, liability, obligation, cost or expense (including attorneys' fees and expenses) for fees or commissions relating to Purchaser's purchase of the Property asserted against either party by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party's acts. The terms of this Section shall survive the closing of the transaction contemplated by this Contract.

5.16 **Purchaser's Authority.** Purchaser warrants and represents unto Seller that Purchaser has full right, power and authority to execute, deliver and perform this Contract and that the person executing this Contract on behalf of Purchaser was authorized to do so.

5.17 **Environmental.**

(a) Purchaser hereby agrees, to the extent allowed by applicable law, to indemnify and hold harmless Seller and Lender from and against, and reimburse Seller and Lender for, any losses or damages, fines, penalties, remedial costs, or legal expenses or other related costs associated therewith whatsoever, whether to person, property or natural resources, which Seller or Lender may incur as a result of the release or presence at, on, under, from or onto the Property of any Hazardous Substances or the violation of any Environmental Laws at, on, under, onto or any way related to the Property which presence, release or violation is attributable to events, occurrences or circumstances adhering to or affecting the Property before and including the Closing Date, irrespective of the date of discovery of such presence, release or violation. This environmental indemnity shall survive (including, without limitation, surviving the termination of this Contract) for a term of 15 years from the date hereof. In addition, Purchaser shall remediate any environmental condition attributable to the release or presence at, on, under, from or onto the Property of any Hazardous Substances or the violation of any Environmental Laws at, on, under, onto or in any way related to the Property which presence, release or violation is attributable to events, occurrences, or circumstances adhering to or affecting the Property before and including the Closing Date, irrespective of the date of discovery of such presence, release or violation. All such remediation shall be conducted in accordance with applicable law. Purchaser shall cap, plug, and close all oil and gas wells located

on the Property in accordance with all applicable governmental standards and rules, and Purchaser shall remove all underground and above ground storage tanks in accordance with all applicable governmental standards and rules. This remediation obligation shall survive for a term of 15 years from the date hereof. The terms of this Section 5.17 shall survive the closing of the transaction contemplated by this Contract. THIS INDEMNITY OBLIGATION SHALL INCLUDE, WITHOUT LIMITATION, NEGLIGENCE AND BOTH STATUTORY AND COMMON LAW STRICT LIABILITY AS WELL AS NEGLIGENCE, STRICT LIABILITY AND OTHER CLAIMS OR LOSSES OF ANY NATURE ARISING UNDER ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION CERCLA AND THE TEXAS SOLID WASTE DISPOSAL ACT.

(b) "Environmental Laws" means any law, ordinance, rule, regulation, order, guidance document promulgated by a governmental authority, judgment, injunction or decree relating to pollution, Hazardous Substances, or environmental protection, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) ("CERCLA"); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) ("CWA"); the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.) ("RCRA"); the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011, et seq.) ("AEA"); the Clean Air Act (42 U.S.C. §§ 7401, et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001, et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136, et seq.) ("FIFRA"); the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701, et seq.) ("OPA"); the Safe Drinking Water Act (42 U.S.C. §§ 300f, et seq.) ("SDWA"); the Surface Mining Control and Reclamation Act of 1974 (30 U.S.C. §§ 1201, et seq.); the Toxic Substances Control Act (15 U.S.C. §§ 2601, et seq.) ("TSCA"); the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. §§ 7901, et seq.) ("UMTRCA"), Texas Commission on Environmental Quality (Texas Water Code, Chapter 5), Sanitary Standards for Drinking Water (Texas Health and Safety Code Chapter 341, Subchapter C); the Solid Waste Disposal Act (Texas Health and Safety Code Chapter 361); the Comprehensive Municipal Solid Waste Management, Resource Recovery and Conservation Act (Texas Health and Safety Code Chapter 363); the Texas Clean Air Act (Texas Health and Safety Code Chapter 382); the Texas Radiation Control Act (Chapter 401); Water Quality Control (Texas Water Code Chapter 26); and the Injection Control Act (Texas Water Code Chapter 27), and all amendments and supplements to any of the foregoing and all rules (including procedural), regulations and publications promulgated or issued pursuant thereto; and all other governmental rules which govern Hazardous Substances, and the regulations adopted pursuant to all such laws.

(c) "Hazardous Substances" means any and all pollutants, contaminants, toxic or hazardous waste or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any Environmental Law, including without limitation substances defined as a "hazardous substance," or a "pollutant" or a "contaminant" or a "petroleum" or "natural gas liquids" in Section 101 of CERCLA; those substances defined as "hazardous waste," "hazardous materials," "solid waste" or "regulated substances" by RCRA; those substances designated as a "hazardous substance" pursuant to Section 311 of the CWA; those substances defined as "hazardous materials" in Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et

seq. at §1802); those substances regulated as a hazardous chemical substance or mixture or as an imminently hazardous chemical substance or mixture pursuant to Sections 6 or 7 of TSCA; those substances defined as "contaminants" by Section 1401 of the SDWA if present, in excess of permissible levels; those substances regulated by the OPA; those substances defined as a "pesticide" pursuant to Section 2(u) of FIFRA; those substances defined as a "source material," "special nuclear material" or "by-product material", by Section 11 of the AEA; those substances defined as "residual radioactive material" by Section 101 of UMTRCA; those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. § 651, et seq. at § 655); those substances defined as hazardous wastes in 40 C.F.R. Part 261.3; those substances defined as hazardous waste constituents in 40 C.F.R. Part 260.10, specifically including Appendix VII and VIII of Subpart D of 40 C.F.R. Part 261; those substances designated as hazardous substances in 40 C.F.R. Parts 116.4 and 302.4; those substances defined as hazardous substances or hazardous materials in 49 C.F.R. Part 171.8; those substances regulated as hazardous materials, hazardous substances, or toxic substances in 40 C.F.R. Part 1910; asbestos and asbestos containing materials; and in the regulations adopted pursuant to said laws, whether or not such regulations are specifically referenced herein.

(d) Release. Purchaser acknowledges that it has had the opportunity to inspect the Property and observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Purchaser deems necessary, and Purchaser hereby FOREVER RELEASES AND DISCHARGES Seller and Lender from all responsibility and liability under Environmental Law, including without limitation, liabilities under CERCLA and the Texas Solid Waste Disposal Act. Purchaser further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections to and complaints against Seller and/or Lender (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA and the Texas Solid Waste Disposal Act) concerning the physical characteristics and any existing conditions of the Property. As against Seller and Lender, Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

(e) Seller and Purchaser acknowledge that certain representations were made in the Underlying Contracts by the sellers under the Underlying Contracts (the "Underlying Contracts Representations"). Seller hereby assigns and transfers to Purchaser all of Seller's right, title and interest in and to any and all claims against any of the sellers under the Underlying Contracts pursuant to the Underlying Contracts Representations ("Claims"). Seller shall cooperate in all reasonable ways and use reasonable diligence, at Purchaser's sole cost and expense (with Purchaser providing Seller reasonable assurances with respect to the payment of such costs and expenses), in assisting Purchaser to pursue recovery from the sellers under the Underlying Contracts with respect to any liability of any of such sellers pursuant to the Underlying Contracts Representations, which recovery rights are assigned by Seller to Purchaser herein, including (without limitation) joining (at Purchaser's written request and at Purchaser's cost) any lawsuit brought to enforce such liability.

(f) The terms of this subsection (f) are applicable only as to Claims (if any) with respect to which a court of competent jurisdiction determines that the assignment set forth in subsection (e) of this Section 5.17 is not effective to assign to Purchaser Seller's right, title and interest in and to such Claims (any such Claims so determined to be unassigned being referred to herein as "Unassigned Claims"). In the event of such determination, notwithstanding any of the foregoing provisions of this Section 5.17 or the provisions of Section 5.13 of this Contract (or any other provision of this Contract), if any of the sellers under the Underlying Contracts are liable to Seller pursuant to the Underlying Contracts Representations with respect to Unassigned Claims, Seller shall be liable to Purchaser with respect to the condition that gave rise to such liability of such seller or sellers to the extent of such liability of such seller or sellers pursuant to the Underlying Contracts Representations with respect to such Unassigned Claims. Seller agrees to use reasonable diligence, at Purchaser's sole cost and expense (with Purchaser providing Seller reasonable assurances with respect to the payment of such costs and expenses), in pursuing recovery from the sellers under the Underlying Contracts with respect to any liability of any of such sellers pursuant to the Underlying Contracts Representations with respect to Unassigned Claims. Seller's liability under this provision will not exceed the net recovery actually received by Seller from the sellers under the Underlying Contracts with respect to any liability of such sellers pursuant to the Underlying Contracts Representations with respect to Unassigned Claims.

5.18 **Statutory Notices.**

(a) Section 5.008 of the Texas Property Code. Purchaser acknowledges that the value of any dwelling on the Property is negligible in comparison with the value of the Property. In this regard, Purchaser acknowledges and represents that the value of any dwelling on the Property does not exceed 5% of the value of the Property, and acknowledges that Lender is making the Loan in reliance on such representation, and would not make the Loan without such representation being made by Purchaser.

(b) Section 5.013 of the Texas Property Code. Purchaser represents that the Property is to be used for a motor vehicle assembly plant, and not for residential purposes, and acknowledges that Lender is making the Loan in reliance on such representation, and would not make the Loan without such representation being made by Purchaser.

(c) Section 334.9 of Title 30 of the Texas Administration Code. Purchaser represents that there is no underground storage tank on the Property, and acknowledges that Lender is making the Loan in reliance on such representation, and would not make the Loan without such representation being made by Purchaser.

(d) Lead Paint Addendum. Since a dwelling built before 1978 is currently located on the Property (which will not be occupied after the Closing, but will instead be removed or demolished), an Addendum regarding lead based paint (Texas Real Estate Commission Form OP-L) has been attached to, and is made a part of this Contract.

(e) Section 5.011 of the Texas Property Code; Annexation. The Property is located within an area that has been annexed into the City of San Antonio on a limited purpose

basis. The Property is subject to being brought into the full purpose annexation area of the City of San Antonio. Accordingly, the following notice is given pursuant to Section 5.011 of the Texas Property Code:

If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

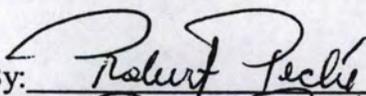
NOTICE REGARDING POSSIBLE ANNEXATION

***REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOWS.***

EXECUTED in multiple originals effective as of the Date of this Contract.

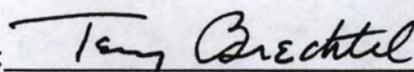
SELLER:

**EDF TITLE HOLDING COMPANY, INC.,
a Texas corporation**

By: 
Name: Robert Techó
Title: Vice President

PURCHASER:

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

By: 
Name: Terry Brechtel
Title: City Manager

APPROVED AS TO FORM:

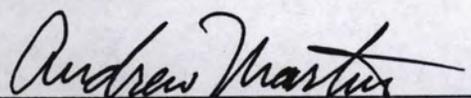
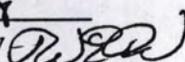

Andrew Martin, City Attorney 

Exhibit A - Land

EXHIBIT A



FIELD NOTES

FOR

TRACT I

A 633.288 acre, or 27,586,033 square foot more or less, tract of land out of the partition of a 3058.93 acre tract of land owned by Concepcion Walsh, said tract comprised of 14.989 acres, 474.386 acres and 143.913 acres of said partition of a called 785.7 acre tract described in conveyance to Edward Patrick Walsh recorded in Volume 2143, Pages 366-368 of the Deed Records of Bexar County, Texas, and a called 774.2 acre tract described in a conveyance to Henry Joseph Walsh recorded in Volume 2727, Pages 159-161 of the Deed Records of Bexar County, Texas, out of the Ignacio Perez Grant, Abstract 13, County Block 4297, Bexar County, Texas, said 633.288 acres parcel being more particularly described by metes and bounds as follows;

BEGINNING: at a found ½" iron rod, having the South Texas State Plane Coordinate value for the South Central Zone of X=2,111,722.9 and Y=13,644,524.4, the southwest corner of a 6.369 acre tract described in condemnation to the City of San Antonio, recorded in Volume 5254, Pages 1200-1219 of the Official Public Records of Real Property, Bexar County, Texas, being the northwest corner of the herein described tract, from which the intersection of the centerline of Watson Road, a 40-foot right-of-way at the time of survey, and the west line of Applewhite Road, a nominal 60-foot right-of-way, bears N02°28'40"E, a distance of 17.75 feet;

THENCE: N85°49'54"E, along the south line of said 6.369 acre tract, a distance of 3,237.36 feet to a found ½" iron rod, an angle of said 6.369 acre tract;

THENCE: N85°42'21"E, continuing along said south line of 6.369 acre tract, a distance of 763.28 feet to a found ½" iron rod at the east line of said Tract 6, the west line of said Tract 7,

THENCE: N85°42'11"E, continuing along said south line of 6.369 acre tract, a distance of 1704.88 feet to a found ½" iron rod, the northwest corner of a 16.674 acre tract described in condemnation to the City of San Antonio, recorded in Volume 5254, Pages 1235-1251 of the Official Public Records of Real Property, Bexar County, Texas, the northeast corner of the herein described tract;

THENCE: S49°22'15"E, departing said south line of the 6.369 acre tract along the southwest line of said 16.674 acre tract, a distance of 56.83 feet to a found ½" iron rod;

THENCE: S04°20'06"E, along the west line of said 16.674 acre tract a distance of 286.24 feet to a found ½" iron rod;

THENCE: S06°37'25"W, continuing along the west line of said 16.674 acre tract a distance of 999.96 feet to a found ½" iron rod, the southwest corner of said 16.674 acre tract, a re-entrant corner of the herein described tract;

PAPE-DAWSON ENGINEERS, INC.

- THENCE: S83°23'36"E, along the south line of said 16.674 acre tract, a distance of 916.00 feet to a found ½" iron rod having the South Texas State Plane Coordinate value for the South Central Zone of X=2,118,271.2 and Y=13,643,523.7, a northeast corner of the herein described tract;
- THENCE: S16°15'00"E, departing said south line of the said 16.674 acre tract, along the west line of a 277.174 acre tract described in condemnation to the City of San Antonio, recorded in Volume 5254, Pages 1220-1234 of the Official Public Records of Real Property, Bexar County, Texas, a distance of 1,059.83 feet to a found ½" iron rod;
- THENCE: S33°50'01"W, departing said west line, along the north line of a 34.408 acre tract described in condemnation to the City of San Antonio, recorded in Volume 5254, Pages 1235-1251 of the Official Public Records of Real Property, Bexar County, Texas, a distance of 181.72 feet to a found ½" iron rod;
- THENCE: N76°33'13"W, along the north line of said 34.408 acre tract a distance of 1,376.15 feet to a found ½" iron rod a re-entrant corner of the herein described tract;
- THENCE: Along the west line of said 34.408 acres the following (2) calls and distances:
1) S28°25'35"E, a distance of 846.01 feet to a found ½" iron rod;
2) S43°24'57"E, a distance of 1,240.20 feet to a found ½" iron rod, on a line of the aforementioned 277.174 acre tract, a southeast corner of the herein described tract;
- THENCE: S73°46'30"W, along a north line of said 277.174 acre tract and the south line of the herein described tract, a distance of 487.26 feet to a found ½" iron rod;
- THENCE: S73°38'03"W, continuing along said south line of the herein described tract a distance of 48.81 feet to a found ½" iron rod, the east corner of a 1.982 acre tract described in condemnation to the City of San Antonio, recorded in Volume 5254, Pages 1235-1251 of the Official Records of Real Property, Bexar County, Texas;
- THENCE: N60°04'20"W, along the northeast line of said 1.982 acre tract a distance of 56.21 feet to a found ½" iron rod;
- THENCE: N70°31'24"W, a distance of 314.61 feet to a found ½" iron rod at the north corner of said 1.982 acre tract;
- THENCE: S47°52'49"W, along the northwest line of said 1.982 acre tract and a southeast line of the herein described tract a distance of 513.33 feet to a found ½" iron rod on the line of the aforementioned 277.174 acre tract;

THENCE: S73°45'21"W, a distance of 214.84 feet to a found ½" iron rod, having the South Texas State Plane Coordinate value for the South Central Zone of X=2,116,936.4 and Y=13,640,609.5, on the west line of the aforementioned 774.2 acre tract and a northwest corner of the said 277.174 acre tract;

THENCE: S16°14'50"E, along the west line of said 774.2 acre tract and an east line of the herein described tract a distance of 189.03 feet to a found ½" iron rod;

THENCE: Departing said west line of said 774.2 acre tract and continuing along the boundary line of a 254.214 acre tract described in condemnation to the City of San Antonio, recorded in Volume 5254, Pages 1200-1219 of the Official Public Records of Real Property, Bexar County, Texas, the following (16) calls and distances;

- 1) S30°39'50"W, a distance of 167.71 feet to a found ½" iron rod;
- 2) N58°49'46"W, a distance of 525.14 feet to a found ½" iron rod;
- 3) S81°31'56"W, a distance of 559.01 feet to a found ½" iron rod;
- 4) S48°24'52"W, a distance of 621.14 feet to a found ½" iron rod;
- 5) N88°47'05"W, a distance of 323.30 feet to a found ½" iron rod;
- 6) S82°18'46"W, a distance of 352.92 feet to a found ½" iron rod;
- 7) S73°31'07"W, a distance of 218.39 feet to a found ½" iron rod;
- 8) N34°32'23"W, a distance of 1,237.73 feet to a found ½" iron rod;
- 9) N72°20'35"W, a distance of 307.19 feet to a found ½" iron rod;
- 10) S40°53'45"W, a distance of 560.40 feet to a found ½" iron rod;
- 11) S15°01'44"E, a distance of 1,689.30 feet to a found ½" iron rod;
- 12) S71°16'07"W, a distance of 241.62 feet to a found ½" iron rod;
- 13) S26°59'14"W, a distance of 444.57 feet to a found ½" iron rod;
- 14) S85°05'59"W, a distance of 424.70 feet to a found ½" iron rod;
- 15) N67°45'49"W, a distance of 296.17 feet to a found ½" iron rod;
- 16) S78°02'44"W, a distance of 175.02 feet to a found ½" iron rod having the South Texas State Plane Coordinate value for the South Central Zone of X=2,112,333.0 and Y=13,638,582.4, on the east right-of-way line of the aforementioned Applewhite Road, the southwest corner of the herein described tract;

THENCE: Along the east right-of-way line of said Applewhite Road the following (8) calls and distances:

- 1) N12°21'19"E, a distance of 175.63 feet to a found ½" iron rod;
- 2) N03°06'33"E, a distance of 127.80 feet to a found ½" iron rod;

- 3) N07°24'35"W, a distance of 462.81 feet to a found ½" iron rod, the south west corner of a 15.000 acre tract as described in conveyance to Patricia Walsh Small, recorded in Volume 6340, Pages 635-638 of the Official Public Records of Real Property, Bexar County, Texas;
- 4) N06°40'00"W, a distance of 140.50 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
- 5) N08°56'52"W, a distance of 626.11 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the northwest corner of said 15.000 acre tract;
- 6) N08°59'31"W, a distance of 877.59 feet to a found ½" iron rod;
- 7) N09°06'53"W, a distance of 2,296.03 feet to a found ½" iron rod;
- 8) N00°52'07"E, a distance of 1,293.11 feet to the POINT OF BEGINNING, and containing 633.288 acres in Bexar County, Texas. Said 633.288 acre tract being described in accordance with an on the ground field survey and a map or plat prepared by Pape-Dawson Engineers.

The bearings for this survey are based on the North American Datum of 1983, from state plane coordinates established for the Texas South Central Zone. Using a scale factor of grid to surface of 1.00017. Coordinates were derived from the national geodetic survey continually operating reference system. Stations ARP2, PATT, GAL1 and verified against ARP2, ADKS and NETP..

PREPARED BY: PAPE DAWSON ENGINEERS INC..
DATE: February 14, 2003
REVISED: March 24, 2003, June 3 3003.
JOB No.: 5656-01
FILE: N:\5656\SVYDEPT\WORD\633AC.DOC





FIELD NOTES
FOR
TRACT II

A 1,093.006 acre, or 47,611,328 square foot more or less, tract of land being 81.592 acres out of that called 785.7 acres conveyed to Edward Patrick Walsh in Volume 2143, Pages 366-368 of the Deed Records of Bexar County, Texas, 219.314 acres out of that called 223.20 acres conveyed to Edward Patrick Walsh in Volume 2515, Pages 363-367 of the Official Public Records of Real Property of Bexar County, Texas, 3.437 acres and 26.427 acres out of the remainder of 304.43 acres conveyed to John H. Small in Volume 3859, Pages 357-365 of the Official Public Records of Real Property of Bexar County, Texas, and the remaining 762.236 acres out of that called 774 acres conveyed to Patricia Walsh Small and Patrick H. Small in Volume 7493, Pages 196-204 of the Official Public Records of Real Property of Bexar County, Texas. Said 1,093.006 acre tract being more fully described as follows:

COMMENCING: at a found 1" iron pipe, the southwest corner of that called 200 acres, conveyed to Mary Claude Walsh in Volume 2753, Pages 210-211 of the Deed Records of Bexar County, Texas, surveyed concurrently as a 199.021 acre tract, the northwest corner of said 785.7 acre tract and the northwest corner of that 6.369 acre tract described in condemnation deed to the City of San Antonio and recorded in Volume 5254, Pages 1200-1219 of the Official Records of Real Property of Bexar County, Texas, having the State Plane Coordinate values for the Texas South Central Zone of X=2,111,724.2 feet and Y=13,644,554.8 feet, from which the intersection of the centerline of Watson Road, a 40-foot right-of-way, and the east line of Applewhite Road, a nominal 60-foot right-of-way, bears S 02°28'40"W a distance of 12.67 feet;

THENCE: N 85°55'24" E, along and with the south line of said 199.021 acre tract, the north line of said 6.369 acre tract a distance of 2222.65 feet to a found 2" iron pipe at the southeast corner of said 199.021 acre tract, a reentrant corner of said 785.7 acre tract;

THENCE: N 01°14'35" W, along and with the east line of said 199.021 acre tract a distance of 33.62 feet to a found ½" iron rod at an angle of said 6.369 acre tract for the POINT OF BEGINNING, having the State Plane Coordinate values for the Texas South Central Zone of X=2,113,940.2 feet and Y=13,644,746.4 feet;

THENCE: N 00°16'29"W, along and with the east line of said 199.021 acres, a west line of said 785.7 acre tract, a distance of 2309.51 feet to a found 2" pipe having the State Plane Coordinate values for the Texas South Central Zone of X=2,113,929.1 and Y=13,647,055.5;

THENCE: N 22°12'48"E, a distance of 39.88 feet to the centerline of Leon Creek;

THENCE: Along the centerline of Leon Creek, the following 28 calls and distances:

- 1) S 66°34'52"E, a distance of 270.62 feet;
- 2) N 85°01'51"E, a distance of 594.89 feet;
- 3) S 71°58'38"E, a distance of 292.88 feet;
- 4) S 89°31'46"E, a distance of 338.87 feet;
- 5) N 72°31'19"E, a distance of 330.94 feet;
- 6) N 46°38'04"E, a distance of 271.32 feet;
- 7) N 81°30'56"E, a distance of 467.44 feet;
- 8) N 61°57'25"E, a distance of 216.42 feet;
- 9) N 70°45'08"E, a distance of 376.71 feet;
- 10) N 74°34'19"E, a distance of 521.67 feet;
- 11) N 86°04'05"E, a distance of 159.61 feet;
- 12) S 71°02'59"E, a distance of 27.03 feet;
- 13) N 63°21'23"E, a distance of 296.62 feet;
- 14) N 77°22'31"E, a distance of 222.52 feet;
- 15) N 59°37'38"E, a distance of 65.32 feet;
- 16) N 85°46'46"E, a distance of 324.59 feet;
- 17) S 72°22'00"E, a distance of 133.67 feet;
- 18) S 53°48'09"E, a distance of 117.66 feet;
- 19) S 10°49'39"E, a distance of 59.63 feet;
- 20) S 37°50'04"E, a distance of 37.76 feet;
- 21) S 03°50'16"W, a distance of 50.78 feet;
- 22) S 43°20'12"W, a distance of 33.73 feet;
- 23) S 26°28'48"W, a distance of 105.76 feet;
- 24) S 56°45'58"E, a distance of 47.98 feet;
- 25) S 32°27'23"E, a distance of 205.31 feet;
- 26) N 76°08'45"E, a distance of 32.80 feet;
- 27) S 63°42'37"E, a distance of 30.32 feet;

28) S 33°35'55"E, a distance of 210.12 feet to the southwest corner of Lot 1 of the Leon Creek Waste Water Treatment Plant Subdivision recorded in Volume 9547, Pages 157-161 of the Deed and Plat Records of Bexar County, Texas, said point having the State Plane Coordinate value for the Texas South Central Zone of X=2,118,982.2 feet and Y=13,649,474.7 feet, from which a found ½" iron rod at the northwest corner of said Lot 1, on the south line of Muermann Road, bears N 19°16'43"E, a distance of 4117.60 feet.

THENCE: Continuing along the centerline of Leon Creek, the south line of said Lot 1, the following 41 calls and distances:

- 1) S 39°21'18"E, a distance of 170.18 feet;
- 2) S 55°12'24"E, a distance of 100.00 feet;
- 3) S 78°06'42"E, a distance of 195.74 feet;
- 4) S 89°16'27"E, a distance of 281.76 feet;
- 5) N 83°10'14"E, a distance of 231.38 feet;
- 6) N 66°45'11"E, a distance of 609.24 feet;
- 7) N 78°06'15"E, a distance of 109.03 feet;
- 8) S 41°37'13"E, a distance of 71.33 feet;
- 9) N 87°08'24"E, a distance of 23.52 feet;
- 10) N 13°08'39"E, a distance of 48.20 feet;
- 11) N 67°08'56"E, a distance of 179.32 feet;
- 12) N 17°49'31"E, a distance of 265.55 feet;
- 13) N 48°51'27"E, a distance of 67.04 feet;
- 14) N 83°33'54"E, a distance of 192.20 feet;
- 15) N 64°54'15"E, a distance of 56.13 feet;
- 16) S 84°11'00"E, a distance of 70.00 feet;
- 17) N 69°16'02"E, a distance of 152.94 feet;
- 18) N 45°07'27"E, a distance of 145.55 feet;
- 19) S 75°25'31"E, a distance of 158.28 feet;
- 20) S 81°05'14"E, a distance of 181.44 feet;
- 21) S 44°44'35"E, a distance of 191.27 feet;
- 22) S 77°31'28"E, a distance of 106.60 feet;

- 23) N 80°45'40"E, a distance of 226.72 feet;
- 24) S 77°59'48"E, a distance of 139.28 feet;
- 25) S 51°16'36"E, a distance of 143.00 feet;
- 26) N 76°37'05"E, a distance of 29.73 feet;
- 27) S 42°22'08"E, a distance of 127.15 feet;
- 28) S 55°26'48"E, a distance of 142.40 feet;
- 29) S 67°02'43"E, a distance of 163.80 feet;
- 30) S 39°41'35"E, a distance of 15.78 feet;
- 31) S 53°01'31"E, a distance of 34.91 feet;
- 32) S 76°23'24"E, a distance of 18.32 feet;
- 33) S 89°14'33"E, a distance of 21.71 feet;
- 34) S 84°08'21"E, a distance of 83.26 feet;
- 35) S 89°24'33"E, a distance of 51.49 feet;
- 36) N 78°18'04"E, a distance of 85.74 feet;
- 37) N 62°02'01"E, a distance of 68.94 feet;
- 38) N 44°14'22"E, a distance of 19.66 feet;
- 39) N 57°01'48"E, a distance of 39.19 feet;
- 40) N 47°20'12"E, a distance of 178.97 feet;
- 41) N 62°11'57"E, a distance of 374.14 feet to the south east corner of
aforementioned Lot 1 said point having the State Plane Coordinate values for the
Texas South Central Zone of X=2,123,768.6 feet and Y=13,649,882.6 feet;

THENCE: Continuing along the centerline of Leon Creek the following 23 calls and distances:

- 1) S 51°01'22"E, a distance of 154.52 feet;
- 2) S 74°40'32"E, a distance of 349.57 feet;
- 3) S 30°06'56"E, a distance of 461.61 feet;
- 4) S 10°49'51"E, a distance of 379.13 feet;
- 5) S 39°19'55"E, a distance of 308.74 feet;
- 6) S 77°11'48"E, a distance of 244.36 feet;

- 7) S 86°18'04"E, a distance of 724.70 feet;
- 8) S 39°47'03"E, a distance of 137.27 feet;
- 9) S 77°33'12"E, a distance of 238.40 feet;
- 10) S 80°17'38"E, a distance of 82.82 feet;
- 11) S 34°34'51"E, a distance of 715.32 feet;
- 12) S 56°08'33"E, a distance of 312.20 feet;
- 13) S 74°28'14"E, a distance of 451.79 feet;
- 14) N 82°30'24"E, a distance of 361.82 feet;
- 15) N 87°44'58"E, a distance of 275.23 feet;
- 16) S 53°08'58"E, a distance of 389.29 feet;
- 17) S 18°05'28"E, a distance of 143.34 feet;
- 18) S 39°01'46"E, a distance of 357.96 feet;
- 19) N 86°43'12"E, a distance of 522.68 feet;
- 20) N 83°41'49"E, a distance of 107.45 feet;
- 21) S 79°16'32"E, a distance of 173.19 feet;
- 22) S 48°18'20"E, a distance of 786.20 feet;
- 23) S 23°42'18"E, a distance of 63.10 feet to the intersection of the centerline of Leon Creek with the north low bank of the Medina River, having the State Plane Coordinate values for the Texas South Central Zone of X=2,129,814.1 feet and Y=13,644,046.4 feet;

THENCE: Along and with the north low bank of the Medina River the following 82 calls and distances:

- 1) N 86°08'18"W, a distance of 18.72 feet;
- 2) S 55°20'14"W, a distance of 28.94 feet;
- 3) S 78°31'09"W, a distance of 78.90 feet;
- 4) N 87°37'09"W, a distance of 98.42 feet;
- 5) N 78°02'33"W, a distance of 159.55 feet;
- 6) S 76°07'08"W, a distance of 77.73 feet;
- 7) S 49°36'50"W, a distance of 95.11 feet;
- 8) S 33°31'03"W, a distance of 126.38 feet;

- 9) S 37°57'21"W, a distance of 166.74 feet;
- 10) S 12°55'54"W, a distance of 170.68 feet;
- 11) S 28°57'45"W, a distance of 82.73 feet;
- 12) S 68°44'39"W, a distance of 30.89 feet;
- 13) N 01°14'04"W, a distance of 62.82 feet;
- 14) N 10°41'56"E, a distance of 99.75 feet;
- 15) N 02°58'06"W, a distance of 66.82 feet;
- 16) N 30°35'20"W, a distance of 46.59 feet;
- 17) N 75°44'46"W, a distance of 88.65 feet;
- 18) S 75°05'47"W, a distance of 96.98 feet;
- 19) S 46°10'25"W, a distance of 104.37 feet;
- 20) S 06°11'01"E, a distance of 49.02 feet;
- 21) S 33°59'57"W, a distance of 152.80 feet;
- 22) S 11°01'40"W, a distance of 164.99 feet;
- 23) S 12°13'44"W, a distance of 215.77 feet;
- 24) S 67°20'26"W, a distance of 48.98 feet;
- 25) S 21°14'49"W, a distance of 131.86 feet;
- 26) S 03°32'17"W, a distance of 113.71 feet;
- 27) S 49°31'40"E, a distance of 140.26 feet;
- 28) S 87°00'51"E, a distance of 51.77 feet;
- 29) S 70°14'41"E, a distance of 72.27 feet;
- 30) S 42°55'03"E, a distance of 41.79 feet;
- 31) S 00°50'16"W, a distance of 61.50 feet;
- 32) S 26°52'01"W, a distance of 86.96 feet;
- 33) S 47°35'06"W, a distance of 250.61 feet;
- 34) S 58°01'41"W, a distance of 181.72 feet;
- 35) S 67°06'29"W, a distance of 222.58 feet;
- 36) S 83°29'00"W, a distance of 189.50 feet;
- 37) N 83°46'47"W, a distance of 169.52 feet;

- 38) N 55°31'37"W, a distance of 79.93 feet;
- 39) N 12°34'29"W, a distance of 122.52 feet;
- 40) N 09°40'29"W, a distance of 85.51 feet;
- 41) N 36°05'11"W, a distance of 72.39 feet;
- 42) N 66°09'46"W, a distance of 45.01 feet;
- 43) N 77°21'27"W, a distance of 56.92 feet;
- 44) S 62°25'21"W, a distance of 63.56 feet;
- 45) N 54°58'53"W, a distance of 116.87 feet;
- 46) N 05°44'29"W, a distance of 162.77 feet;
- 47) N 45°05'59"W, a distance of 199.85 feet;
- 48) N 34°37'55"W, a distance of 136.89 feet;
- 49) N 47°10'45"W, a distance of 321.27 feet;
- 50) N 67°19'42"W, a distance of 112.30 feet;
- 51) S 86°28'47"W, a distance of 64.46 feet;
- 52) N 70°30'57"W, a distance of 166.70 feet;
- 53) S 51°49'44"W, a distance of 192.27 feet;
- 54) S 67°47'59"W, a distance of 178.81 feet;
- 55) S 46°47'07"W, a distance of 361.96 feet;
- 56) S 31°16'17"W, a distance of 103.69 feet;
- 57) S 32°28'54"W, a distance of 73.41 feet;
- 58) S 07°27'26"W, a distance of 73.22 feet;
- 59) S 49°05'55"W, a distance of 98.95 feet;
- 60) S 82°25'58"W, a distance of 203.25 feet;
- 61) S 82°45'33"W, a distance of 255.47 feet;
- 62) N 73°17'06"W, a distance of 79.43 feet;
- 63) N 43°11'45"W, a distance of 97.18 feet;
- 64) N 30°29'30"E, a distance of 252.12 feet;
- 65) N 14°39'16"E, a distance of 76.24 feet;

- 66) N 23°38'26"E, a distance of 90.54 feet;
- 67) N 14°54'10"W, a distance of 73.44 feet;
- 68) S 89°35'29"W, a distance of 78.22 feet;
- 69) N 77°28'44"W, a distance of 85.68 feet;
- 70) N 21°43'48"W, a distance of 123.69 feet;
- 71) N 07°24'43"E, a distance of 88.56 feet;
- 72) N 43°27'05"E, a distance of 40.43 feet;
- 73) S 87°11'36"E, a distance of 129.85 feet;
- 74) N 47°37'11"E, a distance of 93.83 feet;
- 75) N 04°43'58"W, a distance of 134.23 feet;
- 76) N 21°12'37"W, a distance of 150.77 feet;
- 77) N 36°32'05"W, a distance of 113.07 feet;
- 78) S 73°34'46"W, a distance of 80.79 feet;
- 79) N 89°05'53"W, a distance of 52.70 feet;
- 80) S 79°42'32"W, a distance of 120.42 feet;
- 81) S 56°38'04"W, a distance of 84.72 feet;
- 82) N 83°30'19"W, a distance of 253.12 feet to the east line of that 2.00 acre tract conveyed to the Bexar Metropolitan Water District in Volume 7460, Pages 2016-2020 of the Official Public Records of Real Property of Bexar County, Texas, said point having the State Plane Coordinate values for the Texas South Central Zone of X=2,124,745.8 feet and Y=13,643,704.7 feet;

THENCE: Along and with the boundary of said 2.00 acre tract the following (7) calls and distances:

- 1) N 00°02'28"E, a distance of 207.11 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- 2) N 23°03'04"W, a distance of 210.15 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- 3) S 73°59'46"W, a distance of 174.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- 4) S 16°00'14"E, a distance of 35.82 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

5) S 00°02'28"W, a distance of 223.19 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

6) S 08°41'15"W, a distance of 54.07 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

7) S 08°41'15"W, a distance of 35.15 feet to the north low bank of the Medina River;

THENCE: Along and with the north bank of the Medina River the following 44 calls and distances:

1) S 87°47'25"W, a distance of 201.86 feet;

2) S 88°50'45"W, a distance of 113.07 feet;

3) S 64°05'41"W, a distance of 101.86 feet;

4) S 47°49'30"W, a distance of 121.65 feet;

5) S 38°18'06"W, a distance of 110.16 feet;

6) N 77°34'27"W, a distance of 63.31 feet;

7) S 76°52'20"W, a distance of 161.63 feet;

8) S 02°10'17"W, a distance of 100.09 feet;

9) S 18°52'04"E, a distance of 240.02 feet;

10) S 30°03'50"E, a distance of 164.46 feet;

11) S 19°16'24"W, a distance of 135.97 feet;

12) S 24°34'51"W, a distance of 262.40 feet;

13) S 19°29'20"E, a distance of 227.19 feet;

14) S 54°02'32"E, a distance of 60.06 feet;

15) S 46°40'38"W, a distance of 101.65 feet;

16) S 79°16'59"W, a distance of 148.76 feet;

17) N 74°36'35"W, a distance of 110.39 feet;

18) N 64°51'42"W, a distance of 199.30 feet;

19) N 51°43'15"W, a distance of 109.87 feet;

20) N 13°00'51"W, a distance of 360.00 feet;

21) N 13°09'02"W, a distance of 108.23 feet;

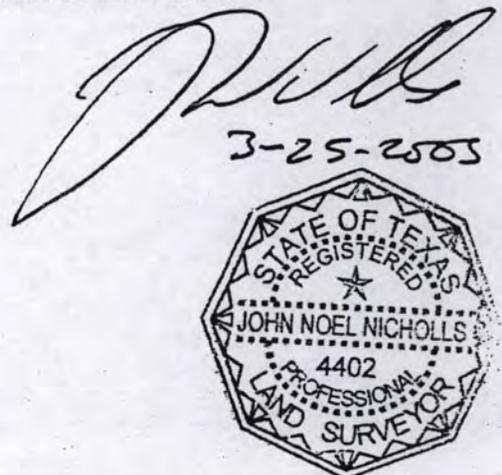
22) N 05°24'16"W, a distance of 80.71 feet;

- 23) N 39°17'46"W, a distance of 29.10 feet;
- 24) N 65°44'13"W, a distance of 111.70 feet;
- 25) N 78°00'01"W, a distance of 79.13 feet;
- 26) N 85°55'24"W, a distance of 52.82 feet;
- 27) N 83°53'24"W, a distance of 28.51 feet;
- 28) S 81°40'59"W, a distance of 78.69 feet;
- 29) S 29°38'46"W, a distance of 86.27 feet;
- 30) S 18°19'58"W, a distance of 84.18 feet;
- 31) S 15°31'41"W, a distance of 106.51 feet;
- 32) S 22°40'38"W, a distance of 115.67 feet;
- 33) S 34°07'57"W, a distance of 54.47 feet;
- 34) S 49°30'51"W, a distance of 95.14 feet;
- 35) S 69°48'52"W, a distance of 132.63 feet;
- 36) N 84°56'43"W, a distance of 18.90 feet;
- 37) S 64°07'57"W, a distance of 59.78 feet;
- 38) N 79°33'12"W, a distance of 19.56 feet;
- 39) S 47°53'51"W, a distance of 22.49 feet;
- 40) S 64°17'53"W, a distance of 111.17 feet;
- 41) S 58°03'12"W, a distance of 115.60 feet;
- 42) S 51°38'00"W, a distance of 266.02 feet;
- 43) S 37°49'16"W, a distance of 90.40 feet;
- 44) S 37°50'05"W, a distance of 247.37 feet to a found ½" iron rod, the east corner of that called 44.087 acres conveyed to the City of San Antonio in condemnation recorded in Volume 6110, Pages 1447-1456 of the Official Public Records of Real Property of Bexar County, Texas, said point having the State Plane Coordinate value for the Texas South Central Zone of X=2,121,680.2 feet and Y=13,641,987.3 feet;

- THENCE: N 37°14'49"W, along and with the east line of said 44.087 acres, passing a corner of that 277.174 acre tract conveyed to the City of San Antonio in condemnation recorded in Volume 5254, Pages 1220-1234 of the Official Public Records of Real Property of Bexar County, Texas, and continuing for a total distance of 2959.08 feet to a found ½" iron rod at the northeast corner of said 277.174 acre tract;
- THENCE: N 83°22'46"W, a distance of 1934.35 feet to a found ½" iron rod at the northeast corner of that 16.674 acre tract conveyed to the City of San Antonio in condemnation recorded in Volume 5254, Pages 1235-1251 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: N 83°25'24"W, with the north line of said 16.674 acre tract a distance of 434.61 feet to a found ½" iron rod;
- THENCE: N 04°11'57"W, a distance of 337.76 feet to a found ½" iron rod at the northeast corner of said 16.674 acre tract, the southeast corner of the aforementioned 6.369 acre tract;
- THENCE: N 04°21'14"W, along and with the east line of said 6.369 acre tract, a distance of 59.76 feet to a found ½" iron rod;
- THENCE: Along and with the north line of said 6.369 acre tract the following (2) calls and distances:
- 1) S 85°42'43"W, a distance of 2568.22 feet to a found ½" iron rod;
 - 2) S 85°50'36"W, a distance of 1009.49 feet to the POINT OF BEGINNING and containing 1,093.006 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc..

The bearings for this survey are based on the North American Datum of 1983, from state plane coordinates established for the Texas South Central Zone. Using a scale factor of grid to surface of 1.00017. Coordinates were derived from the national geodetic survey continually operating reference system. Stations ARP2, PATT, GAL1 and verified against ARP2, ADKS and NETP..

Prepared by: Pape-Dawson Engineers, Inc.
Job No: 5656-01
Date: February 14, 2003
REVISED: March 24, 2003
Doc. Id. P:\56\56\Survey\Word\1,093.006Ac.doc





ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 17160 Applewhite Road, San Antonio, Texas

[Street Address and City]

A. LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase.

B. SELLER'S DISCLOSURE

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check on box only):
 - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
 - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- 2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
 - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
 - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected for the presence of lead-based paint and/or lead-based paint hazards. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes)

- 1. Buyer has received copies of all information listed above. Not Applicable - No Information Listed
- 2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4052d to (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

EDF TITLE HOLDING COMPANY, INC.		CITY OF SAN ANTONIO	
Seller	Date	Buyer	Date
By: <u>Rubert Pech</u>	<u>6/6/03</u>	By: <u>Terry Brechtel</u>	<u>6/5/03</u>
Seller	Date	Buyer Terry Brechtel	Date
		Title: City Manager	
Listing Broker	Date	Other Broker	Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Each approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78713-2188, 1-800-250-8732 or (512) 439-6544 (http://www.trec.state.texas.gov)

Not Applicable - No Brokers Involved

01A Form OP-1