AN ORDINANCE 2011-09-01-0710

DECLARING AS SURPLUS TWO VACANT PARCELS OF CITY-OWNED PROPERTY LOCATED WITHIN THE SOUTHWEST BUSINESS AND TECHNOLOGY PARK IN COUNCIL DISTRICT 6 AND AUTHORIZING THE SALE TO GILBERT'S UTILITY & CONCRETE WORK INC. FOR A TOTAL OF $42,808.40.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The following property is declared surplus to the needs of the City of San Antonio:

> Two tracts being approximately .379 acres and .445 acres located in NCBs 16322 and 16323 respectively and more particularly described in the purchase and sale agreement exhibited in Attachment I.

SECTION 2. The City having advertised the property for sale according to law and Gilbert's Utility and Concrete Work, Inc. being the successful bidder, the City Manager and her designee, severally, are authorized and directed to execute and deliver a deed in favor of Gilbert's Utility and Concrete Work, Inc. or their assignee and otherwise to do all things necessary or convenient to effectuate transfer of the City's title to the properties.

SECTION 3. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 240000000060 and General Ledger 4903101.

SECTION 4. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 1st day of Septembert 2011.

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 12

Name:	7, 8, 9, 10, 11, 12, 14, 15, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16J, 16K, 16L, 16N, 16O, 16P, 16Q, 16R, 18, 19, 20, 21, 23, 24, 25, 26
Date:	09/01/2011
Time:	02:31:57 PM
Vote Type:	Motion to Approve
Description:	An Ordinance declaring as surplus two vacant parcels of City-owned property located within the Southwest Business and Technology Park in Council District 6 and authorizing the sale to Gilbert's Utility & Concrete Work Inc. for a total of $42,808.40. [Peter Zanoni, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				
David Medina Jr.	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Attachment I

Real Estate Sales Contract

(Airlawn Drive)

Table of Contents

1. Deadlines and Other Dates. 5
2. Closing Documents. 5
3. Exhibits 6
4. Purchase and Sale of Property. 6
5. Earnest Money 6
6. Title and Survey. 7
7. Inspection Period. 8
8. Representations. 9
9. Condition until Closing; No Recording of Contract. 9
10. Termination. 10
11. Closing. 10
12. Default and Remedies. 12
13. Prohibited Interests in Contracts. 13
14. Dispute Resolution. 13
15. Miscellaneous Provisions. 14
16. Public Information 16

Title Company Acknowledgment and Receipt 19
Title Company Receipt for Earnest Money 20
Exhibit A-1 21
Exhibit A-2 23
Exhibit B 24
Exhibit C 27
Exhibit D 28

Authorizing Ordinance:

Authority for Negotiated Sale: Local Government Code § 272.001 (b)(6)

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, CIMS)

Seller's Broker: Providence Commercial Real Estate Services, Inc.

San Antonio, Texas 78216

Address: 100 NE Loop 410, Suite 950

Phone: (210)366-4444

Buyer: Gilbert's Utility & Concrete Work, Inc.

Address: 3438 Sunnydell Drive, San Antonio, Texas 78253

Phone:

Buyer's Broker: Retail Solutions, LLC

Address: 13750 San Pedro Avenue, Suite 10 Sterling Vault, Sterling Bank Building, San Antonio, Texas 78232

Phone: 210.374.6111

Property: The following two tracts that are more accurately described in the attached Exhibits A-1 and A-2, respectively:

Tract A - .379 acres; NCB 16322, Block 1, Lot 7

Tract B - .445 acres; NCB 16323, Block 2, Lot 9

Title Company: Chicago Title Insurance Company

Attn: Doug Becker

Address: 270 North Loop 1604 E, Suite 115

San Antonio, Texas 78232

Phone: 210.482.3560

Purchase Price: $42,808.40

Earnest Money: $10,000.00

Independent Consideration: $100.00

Surveyor: To be selected by Buyer from Seller's list

Survey Category: Category 1A

Effective Date:	The date the Title Company acknowledges receipt of a fully executed copy of this Agreement
County for Performance	Bexar County, Texas

1. Deadlines and Other Dates.

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or federal or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. Time is of the essence.

1.01.	Earnest Money Deadline	3	Days after the Effective Date
1.02.	Delivery of Title Commitment	20	Days after the Effective Date
1.03.	Delivery of Survey	30	Days after the Effective Date
1.04.	Delivery of Title and Survey Objections	30	Days after Delivery of both Survey and Title Commitment
1.05.	End of Inspection Period	60	Days after the Effective Date
1.06.	Closing Date	30 Days after the End of the Inspection Period	
1.07.	Closing Time	10:00 AM	

The deadlines may be altered by the mutual agreement of the parties. The Director of the Capital Improvements Management Services Department may consent to such changes on behalf of Seller without further authorization of City Council.

2. Closing Documents.

2.01. At closing, Seller will deliver the following items:

Deed

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

Notices, statements, and certificates as specified in Exhibit C

2.02. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

Purchase Price

2.03. The documents listed above are collectively known as the "Closing Documents." Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit D**.

3. Exhibits.

The following are attached to and are part of this contract for all purposes as if fully set forth:

Exhibit A—Description of the Land

Exhibit B—Representations; Environmental Matters

Exhibit C—Notices, Statements, and Certificates

Exhibit D—Form of Deed

4. Purchase and Sale of Property.

Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

5. Earnest Money.

5.01. Buyer must deposit the Earnest Money with the Title Company no later than the Earnest Money Deadline. Title Company must execute and deliver to both Buyer and Seller an earnest money receipt substantially in the form attached at the end of this agreement.

5.02. Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money. Accrued interest is a credit against the purchase price at closing.

6. Title and Survey.

6.01. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: **Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.**

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.*

6.03.01. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

6.03.02. If Seller does not object to the survey within 20 days after Buyer delivers it to Seller, the land subject to the survey automatically becomes the Land subject to this contract, and the field notes and plat of the survey automatically become Exhibit A to this agreement, whether or not physically attached.

6.04. *Delivery of Title Commitment, Survey.* Seller must deliver the Title Commitment to Buyer and Buyer must deliver survey to Seller by the deadlines stated in section 1.

6.05. *Title Objections.* Buyer has until the Title Objection Deadline (Section 1) to review the Survey and Title Commitment and notify Seller of Buyer's objections, if any ("Title Objections"). Buyer approves all matters reflected by the Survey and Title Commitment to which it makes no Title Objection by the Title Objection Deadline. The matters that Buyer approves are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that this contract is terminated. In the absence of such timely notice, Buyer must proceed to close, waiving its objections. At or before closing, Seller must cure the Title Objections it has agreed to cure.

6.06. Likewise, if Seller notifies Buyer of an objection to the Survey by the Title Objection Deadline, Seller and Buyer will try to work together to resolve the problem. If they are unable to do so, Seller may deliver notice to Buyer of Seller's termination of this contract. In the absences of such notice, Seller must proceed to close, waiving its objections. At or before closing, Buyer must cure the Title Objections that Seller has agreed to cure.

7. Inspection Period.

7.01. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. If the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days of their preparation or receipt; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

7.02. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. The independent consideration is compensation to Seller for Buyer's right of cancellation.

7.03. *Buyer's Indemnity and Release of Seller.*

a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection.

b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

8. Representations.

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

9. Condition until Closing; No Recording of Contract.

9.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property.

9.02. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within 15 days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

9.03. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within 15 days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

9.04. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

10. Termination.

10.01. *Disposition of Earnest Money after Termination.*

a *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.

b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

10.02. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

11. Closing.

11.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

e. Buyer need not close if Seller cannot or does not deliver marketable title at closing. If Buyer does not close for want of marketable title, the earnest money is returned to Buyer.

11.02. *Transaction Costs.*

a. Buyer will pay:

i. the basic charge for the Title Policy;

ii. one-half of the escrow fee charged by Title Company;

iii. the costs to prepare the deed;

iv. the costs to record all documents to cure Title Objections agreed to be cured by Seller;

v. the costs to obtain the Survey and certificates or reports of ad valorem taxes;

vi. the costs to deliver copies of the instruments described in article 1; and

vii. Buyer's expenses and attorney's fees.

b. Seller will pay:

i. one-half of the escrow fee charged by Title Company;

ii. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;

iii. Seller's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Property owned by Seller is exempt under Texas Property Tax Code § 11.11. At closing property taxes will be prorated according to Texas Tax Code § 26.10. Seller assumes no responsibility for ad valorem taxes for any period, rollback or otherwise, not otherwise imposed on it by law.

d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a

credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice.

e. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

f. *Brokers' Commissions.* Buyer and Seller each represent to the other that they have not acted or omitted to act in any way that could give rise to an entitlement to a commission for the transaction to which this agreement relates except as noted at the beginning. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

11.03. *Issuance of Title Policy.* Seller will, at its expense, cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

12. Default and Remedies.

12.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination.* Buyer may terminate this contract by giving notice to Seller on or before the expiration of the Inspection Period and have the Earnest Money returned to Buyer.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

12.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may as its sole and exclusive remedy:

a. *Termination;* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

13. Prohibited Interests in Contracts.

13.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02. Contractor warrants and certifies as follows:

(i) Contractor and its officers, employees and agents are neither officers nor employees of the City.

(ii) Contractor has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03. Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Dispute Resolution.

14.01 As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

14.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

14.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

14.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

14.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

14.06. Mediator fees must be borne equally.

14.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

15. Miscellaneous Provisions.

15.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

15.02. *Severability.* If any portion hereof is determined to be invalid or unenforceable, such determination does not affect the remainder hereof.

15.03. *Successors.* This Agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

15.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

15.05. *Modification.*

15.05.01. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

15.05.02. The Director of Capital Improvement Management Services may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

15.06. *Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

15.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation, notices must be addressed to the attention of its President. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

15.08. *Pronouns.* In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.

15.09. *Captions.* Paragraph captions in this Agreement are for ease of reference only and donot affect the interpretation hereof.

15.10. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

15.11. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, shall alter the rights or obligations of the parties as contained in this agreement

15.12. *Assignment.* With Seller's consent, which is not to be unreasonably withheld, Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer can, directly or indirectly, direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise. Any other assignment is void.

15.13. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

15.14. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

15.15. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

15.16. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

15.17. *Waiver of Consumer Rights.* **Buyer Waives Its Rights Under The Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 *et seq.* of The Texas Business and Commerce Code, A Law That Gives Consumers Special Rights and Protections. After Consultation With an Attorney of Its Own Selection, Buyer Voluntarily Consents To This Waiver.**

15.18. *Incorporation by Reference.* All exhibits to this Agreement are incorporated into it by reference for all purposes as if fully set forth.

16. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

Seller:

City of San Antonio, a Texas municipal corporation

_____

Name

_____

Signature

_____

Title

_____

Date

Buyer:

Gilbert's Utility & Concrete Work, Inc., a Texas corporation

_____

Gilberto Escamilla, President

_____

Date

Approved as to Form:

_____

For the City Attorney

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer: Gilbert's Utility & Concrete Work, Inc.

Address: 3438 Sunnydell Drive, San Antonio, Texas 78253

Property: The following two tracts that are more accurately described in the attached Exhibits A-1 and A-2, respectively:

Tract A - .379 acres; NCB 16322, Block 1, Lot 7

Tract B - .445 acres; NCB 16323, Block 2, Lot 9

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

Chicago Title Insurance Company

_____
Name

_____
Signature

_____
Title

_____
Date

Title Company Receipt for Earnest Money

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer: Gilbert's Utility & Concrete Work, Inc.

Address: 3438 Sunnydell Drive, San Antonio, Texas 78253

Property: The following two tracts that are more accurately described in the attached Exhibits A-1 and A-2, respectively:

Tract A - .379 acres; NCB 16322, Block 1, Lot 7

Tract B - .445 acres; NCB 16323, Block 2, Lot 9

Title Company acknowledges receipt from Buyer of earnest money in the amount set forth below:

Amount: _____

Chicago Title Insurance Company

_____
Name

_____
Signature

_____
Title

_____
Date

Metes and Bounds
Remaining 0.379 Acres
of Lot 7, Block 1, N.C.B. 16322
Van De Walle Industrial Park, Unit 2
April 18, 2011

Being the remaining portion of Lot 7, Block 1, New City Block 16322, Van De Walle Industrial Park, Unit 2, as recorded in Volume 7200, Page 140 of the Deed and Plat Records of Bexar County, Texas, being that same 0.382 acre tract, Tract X, as described in Volume 6696, Page 1287 of the Real Property Records of Bexar County, Texas, and being more particularly described as follows;

Beginning: at a found 1" pipe on the east right-of-way line of Airlawn Drive (60' R.O.W.) approximately 810.7 feet in a northerly direction from the intersection with the north R.O.W. line of Castroville Road (variable width R.O.W.), being the northwest corner of Lot 6, Block 1, N.C.B. 16322 of said Van De Walle Industrial Park, Unit 2, and the southwest corner of said Lot 7, for the southwest corner of this tract described herein;

Thence: North 00°32'46" East, 152.51 feet along the east R.O.W. line of said Airlawn Drive to a found 1" pipe being the southwest corner of Lot 8, Block 1, N.C.B. 16322 of said Van De Walle Industrial Park, Unit 2, and the northwest corner of said Lot 7, for the northwest corner of this tract described herein;

Thence: South 89°43'30" East, 107.54 feet along the south line of said Lot 8 to a found Texas Department of Transportation (TXDOT) monument (brass disk in concrete) on the west R.O.W. line of State Highway 151 (variable width R.O.W.) for the northeast corner of this tract described herein;

Thence: South 00°23'00" West, 101.49 feet along the west R.O.W. line of said State Highway 151 to a found Texas Department of Transportation (TXDOT) monument (brass disk in concrete) and continuing South 03°43'25" East, 51.78 feet to a found ½" iron rod on the north line of said Lot 6, for the southeast corner of this tract described herein;

Thence: North 89°24'12" West, 111.35 feet along the north line of said Lot 6 to the **POINT OF BEGINNING** and containing 0.379 acres of land as surveyed on the ground by GE Reaves Engineering, Inc. on April 5, 2011.

Gaylord E. Reaves, RPLS 3501

FN34584

[illegible] PROPERTY IS SUBJECT TO COVENANTS AND / OR EASEMENTS RECORDED IN: [illegible] VOL. 9564, PG. 1287 DEED RECORDS [illegible] VOL. 9564, PG. 1287 DEED & PLAT RECORDS [illegible] BEXAR COUNTY, TEXAS

X BARBED WIRE | △ SMOOTH WIRE | —S— WOOD FENCE
o IRON FENCE | ◇ CHAIN LINK FENCE | —W— WATER FLOW

NORTH

AIRLAWN DRIVE
(60' R.O.W.)

(BASIS OF BEARING ~ PLAT)
N 00°32'46" E ~ 152.51' (PLAT)
N 00°23'23" E ~ 152.83' (DEED)
N 00°32'46" E ~ 152.51' (FIELD)

FND 1" PIPE

30' BLDG SETBACK (PLAT)

REMAINING PORTION
OF LOT 7
BLOCK 1
N.C.B. 16322

(0.379 ACRES)
(TRACT X)

S 89°57'56" E ~ 107.92' (DEED)
S 89°43'30" E ~ 107.54' (FIELD)

REMAINING PORTION
OF LOT 8
BLOCK 1
N.C.B. 16322

FND TXDOT MON.
BRASS DISK IN CONC.

FND TXDOT MON.
BRASS DISK IN CONC.

S 03°43'25" E (FIELD)
51.78'
S 03°56'02" E (DEED)
52.29'

S 00°23'00" W ~ 101.49' (FIELD)
S 00°22'58" W ~ 101.36' (DEED)

HWY. 151
(VARIABLE WIDTH R.O.W.)

THIS DRAWING REPRESENTS AN ACTUAL FIELD SURVEY BASED ON RECORDED PLAT(S) AND/OR RECORDED DOCUMENTS IN OUR FILES. ALL MATTERS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO RESTRICTIONS IMPOSED BY RECORDED DOCUMENTS OR ZONING / LAND USE REGULATIONS, MAY NOT NECESSARILY BE SHOWN. THE BUYER/OWNER IS ADVISED TO CONSULT WITH A QUALIFIED TITLE COMPANY TO DETERMINE THE EXISTENCE AND LOCATION OF ANY SUCH CONDITIONS AND THE EFFECT IT MAY HAVE ON THE CONTEMPLATED LAND USE.

THIS PROPERTY IS IN THE FLOODPLAIN ACCORDING TO COMMUNITY MAP NO. 48029C0390G REV. 9-29-10 ZONE "X"

BASIS OF BEARING IS RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND

SCALE 1"=30' DATE OF SURVEY: 4/5/11 COMPUTED BY: KCK DRAWN BY: KCK CHECKED BY: GER

LEGAL: PORTION OF LOT 7 Block 1 N.C.B. 16322
Subdivision: VAN DE WALLE INDUSTRIAL PARK, UNIT 2
Volume 9564 Page 1287 of the DEED & PLAT records of BEXAR County, Texas.
Address: AIRLAWN DRIVE GF No. ~
Interested party: GILBERT ESCAMILLA

~

To: The Purchaser and/or Landowner and to _____
I, Gayland E. Reaves a Registered Land Surveyor in the State of Texas, do hereby certify that the above plat is true and correct according to an actual survey made on the ground, under my supervision. I further certify that all easements and right-of-ways of which I have been advised are shown hereon and that, except as shown hereon, there are no apparent encroachments, overlapping of improvements or conflicts in the boundary lines, nor any visible physical evidence of easements or right-of-ways by use as of the date of this survey. This certification is made and limited to those persons or entities shown on the face of this survey and is non-transferable.

4/14/11
Registered Professional Land Surveyor

GE Reaves Engineering, Inc. (FIRM NO. 10137)
P.O. Box 791793
San Antonio, Tx. 78279-1793
(210) 490-4506, Fax 490-4812

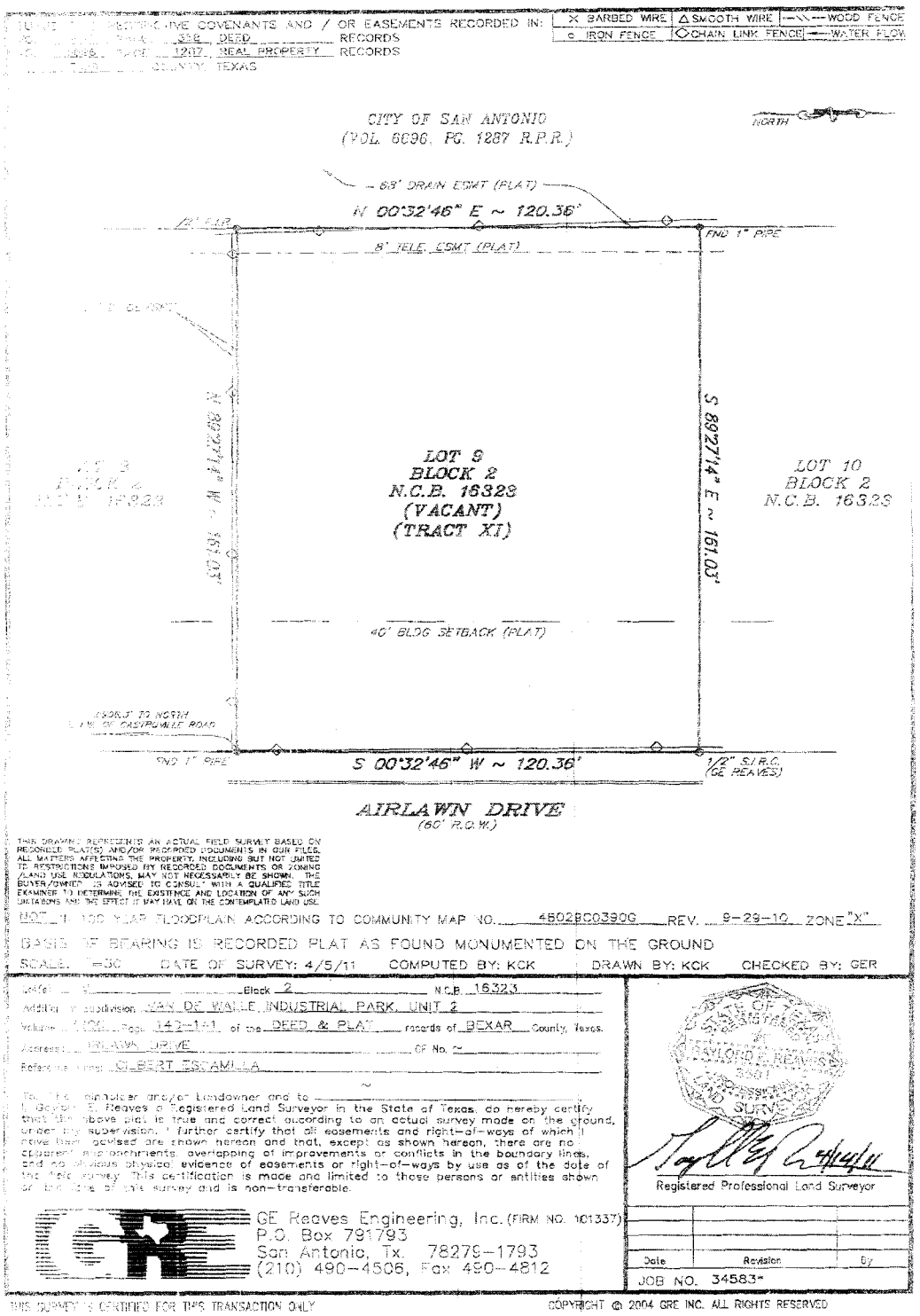
Date	Revision	By

JOB NO. 34584*

THIS SURVEY IS LIMITED FOR THIS TRANSACTION ONLY

COPYRIGHT © 2004 GRE INC. ALL RIGHTS RESERVED

Exhibit A-2



RESTRICTIVE COVENANTS AND / OR EASEMENTS RECORDED IN:
358 DEED RECORDS
1287 REAL PROPERTY RECORDS
COUNTY, TEXAS
X BARBED WIRE
△ SMOOTH WIRE
WOOD FENCE
IRON FENCE
CHAIN LINK FENCE
WATER FLOW
CITY OF SAN ANTONIO
(VOL. 6696, PG. 1287 R.P.R.)
NORTH
68' DRAIN ESMT (PLAT)
N 00°32'46" E ~ 120.36'
FND 1" PIPE
8' TELE. ESMT (PLAT)
LOT 9
BLOCK 2
N.C.B. 16323
(VACANT)
(TRACT XI)
S 89°27'14" E ~ 161.03'
LOT 10
BLOCK 2
N.C.B. 16323
40' BLDG SETBACK (PLAT)
FND 1" PIPE
S 00°32'46" W ~ 120.36'
1/2" S.I.R.C.
(GE REAVES)
AIRLAWN DRIVE
(60' R.O.W.)
THIS DRAWING REPRESENTS AN ACTUAL FIELD SURVEY BASED ON RECORDED PLAT(S) AND/OR RECORDED DOCUMENTS IN OUR FILES. ALL MATTERS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO RESTRICTIONS IMPOSED BY RECORDED DOCUMENTS OR ZONING /LAND USE REGULATIONS, MAY NOT NECESSARILY BE SHOWN. THE BUYER/OWNER IS ADVISED TO CONSULT WITH A QUALIFIED TITLE EXAMINER TO DETERMINE THE EXISTENCE AND LOCATION OF ANY SUCH LIMITATIONS AND THE EFFECT IT MAY HAVE ON THE CONTEMPLATED LAND USE.
NOT IN 100 YEAR FLOODPLAIN ACCORDING TO COMMUNITY MAP NO. 48029C0390G REV. 9-29-10 ZONE "X"
BASIS OF BEARING IS RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND
SCALE: 1"=30' DATE OF SURVEY: 4/5/11 COMPUTED BY: KCK DRAWN BY: KCK CHECKED BY: GER
Block 2 N.C.B. 16323
Addition or subdivision VAN DE WALLE INDUSTRIAL PARK, UNIT 2
Volume 4106 Page 140-141 of the DEED & PLAT records of BEXAR County, Texas.
Address: AIRLAWN DRIVE OF No. ~
Reference Name: GILBERT ESCAMILLA
To: The Grantee and/or Landowner and to
I, Gaylord E. Reaves a Registered Land Surveyor in the State of Texas, do hereby certify that the above plat is true and correct according to an actual survey made on the ground, under my supervision. I further certify that all easements and right-of-ways of which I have been advised are shown hereon and that, except as shown hereon, there are no apparent encroachments, overlapping of improvements or conflicts in the boundary lines, and no obvious physical evidence of easements or right-of-ways by use as of the date of the field survey. This certification is made and limited to those persons or entities shown on the face of this survey and is non-transferable.
GE Reaves Engineering, Inc. (FIRM NO. 101337)
P.O. Box 791793
San Antonio, Tx. 78279-1793
(210) 490-4506, Fax 490-4812
STATE OF TEXAS
GAYLORD E. REAVES
LAND SURVEYOR
4/14/11
Registered Professional Land Surveyor
Date
Revision
By
JOB NO. 34583*
THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY
COPYRIGHT © 2004 GRE INC. ALL RIGHTS RESERVED

Representations; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas and with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to

mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

This Contract Is An Arms-Length Agreement Between The Parties. The Purchase Price Was Bargained On The Basis Of An "As Is, Where Is" Transaction And Reflects The Agreement Of The Parties That There Are No Representations, Disclosures, Or Express Or Implied Warranties, Except For The Warranty Of Title Stated In The Closing Documents And Seller's Representations To Buyer Set Forth In Section A Of This Exhibit B.

The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. All Warranties Are Disclaimed.

C. Environmental Matters

After Closing, As Between Buyer And Seller, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Buyer, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Buyer Indemnifies, Holds Harmless, And Releases Seller 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. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Seller's Own Negligence Or The Negligence Of Seller's Representatives. Buyer Indemnifies, Holds Harmless, And Releases Seller 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 Sellers In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.

D. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Buyer is a corporation, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Seller. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Buyer that might affect Buyer's ability to perform its obligations under this contract.

Exhibit C

Notices, Statements, and Certificates

The following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code

[This page intentionally left blank.]

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

SPECIAL WARRANTY DEED
(AND ASSIGNMENT OF CLAIMS)

Authorizing Ordinance:	
SP No./Parcel:	
Grantor:	City of San Antonio
Grantor's Mailing Address:	P.O. Box 839966, San Antonio, Texas 78283-3966
Grantee:	Gilbert's Utility & Concrete Work, Inc.
Grantee's Mailing Address:	3438 Sunnydell Drive, San Antonio, Texas 78253
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	The following two tracts that are more accurately described in the attached Exhibits A-1 and A-2, respectively: Tract A - .379 acres; NCB 16322, Block 1, Lot 7 Tract B - .445 acres; NCB 16323, Block 2, Lot 9

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

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

Assignment of Claims

In addition to the conveyance of real estate addressed above, Grantor hereby assigns to Grantee all choate and inchoate statutory and common-law claims, if any, it may have against its predecessors in title and against any other potentially responsible person for environmental contamination of the Property now known or later found to exist.

City of San Antonio, a Texas municipal corporation

_____
Name

_____
Signature

_____
Title

_____
Date

State of Texas §

County of Bexar §

This instrument was acknowledged before me this date by _____, _____of the City of San Antonio, a Texas municipal corporation, on behalf of that entity and in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

Approved as to Form:

_____
For the City Attorney

After recording, please return to:
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvement Management Services)

Metes and Bounds
Remaining 0.379 Acres
of Lot 7, Block 1, N.C.B. 16322
Van De Walle Industrial Park, Unit 2
April 18, 2011

Being the remaining portion of Lot 7, Block 1, New City Block 16322, Van De Walle Industrial Park, Unit 2, as recorded in Volume 7200, Page 140 of the Deed and Plat Records of Bexar County, Texas, being that same 0.382 acre tract, Tract X, as described in Volume 6696, Page 1287 of the Real Property Records of Bexar County, Texas, and being more particularly described as follows;

Beginning: at a found 1" pipe on the east right-of-way line of Airlawn Drive (60' R.O.W.) approximately 810.7 feet in a northerly direction from the intersection with the north R.O.W. line of Castroville Road (variable width R.O.W.), being the northwest corner of Lot 6, Block 1, N.C.B. 16322 of said Van De Walle Industrial Park, Unit 2, and the southwest corner of said Lot 7, for the southwest corner of this tract described herein;

Thence: North 00°32'46" East, 152.51 feet along the east R.O.W. line of said Airlawn Drive to a found 1" pipe being the southwest corner of Lot 8, Block 1, N.C.B. 16322 of said Van De Walle Industrial Park, Unit 2, and the northwest corner of said Lot 7, for the northwest corner of this tract described herein;

Thence: South 89°43'30" East, 107.54 feet along the south line of said Lot 8 to a found Texas Department of Transportation (TXDOT) monument (brass disk in concrete) on the west R.O.W. line of State Highway 151 (variable width R.O.W.) for the northeast corner of this tract described herein;

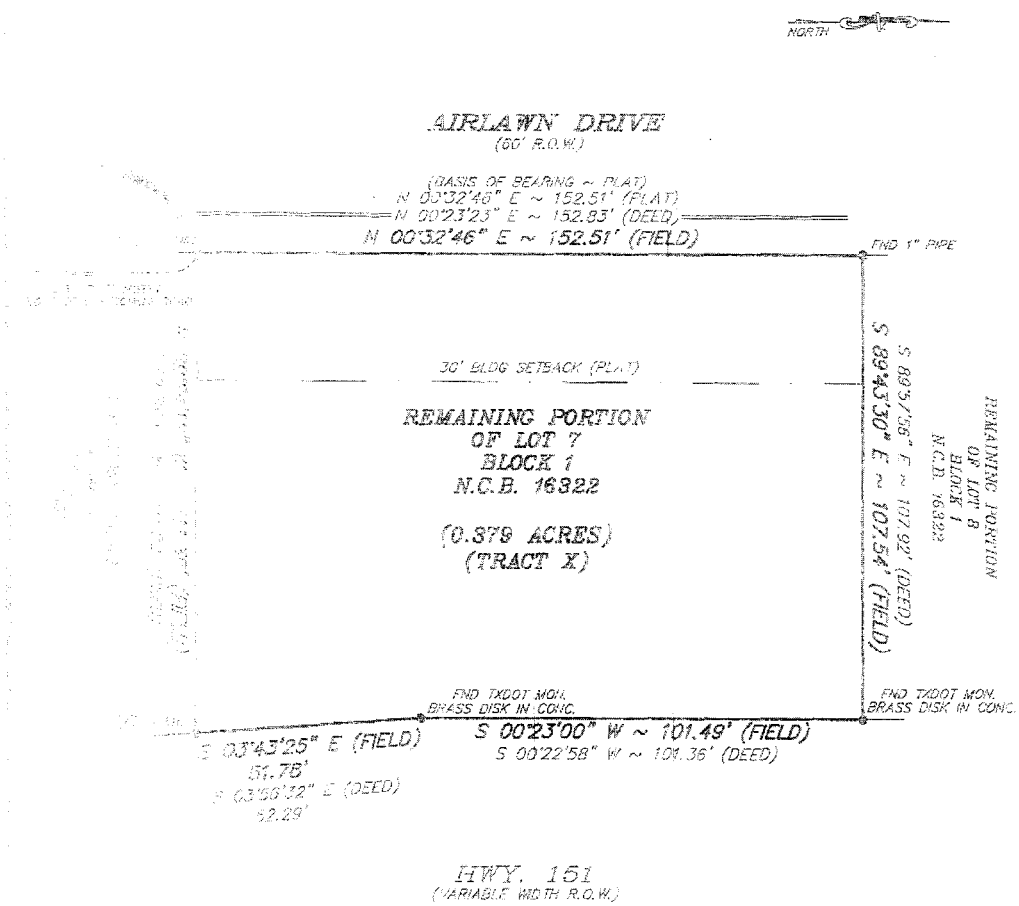
Thence: South 00°23'00" West, 101.49 feet along the west R.O.W. line of said State Highway 151 to a found Texas Department of Transportation (TXDOT) monument (brass disk in concrete) and continuing South 03°43'25" East, 51.78 feet to a found ½" iron rod on the north line of said Lot 6, for the southeast corner of this tract described herein;

Thence: North 89°24'12" West, 111.35 feet along the north line of said Lot 6 to the **POINT OF BEGINNING** and containing 0.379 acres of land as surveyed on the ground by GE Reaves Engineering, Inc. on April 5, 2011.

Gaylord E. Reaves, RPLS 3501

FN34584

[illegible] COVENANTS AND / OR EASEMENTS RECORDED IN:	X BARBED WIRE	△ SMOOTH WIRE	—WOOD FENCE
[illegible] DEED RECORDS	o IRON FENCE	◇ CHAIN LINK FENCE	—WATER FLOW
[illegible] DEED & PLAT RECORDS			
[illegible] TEXAS			



[illegible] REPRESENTS AN ACTUAL FIELD SURVEY BASED ON RECORDED PLAT(S) AND/OR RECORDED DOCUMENTS IN OUR FILES. ALL MATTERS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO RESTRICTIONS IMPOSED BY RECORDED DOCUMENTS OR ZONING AND/OR REGULATIONS, MAY NOT NECESSARILY BE SHOWN. THE PURCHASER/OWNER IS ADVISED TO CONSULT WITH A QUALIFIED TITLE EXAMINER TO DETERMINE THE EXISTENCE AND LOCATION OF ANY SUCH LIMITATIONS AND THE EFFECT IT MAY HAVE ON THE CONTEMPLATED LAND USE

[illegible] FLOODPLAIN ACCORDING TO COMMUNITY MAP NO. 48029C0390G REV. 9-29-10 ZONE "X"

BASIS OF BEARING IS RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND

SCALE [illegible] DATE OF SURVEY: 4/5/11 COMPUTED BY: KCK DRAWN BY: KCK CHECKED BY: GER

[illegible] PORTION OF LOT 7 Block 1 N.C.B. 16322

[illegible] VAN DE WALLE INDUSTRIAL PARK, UNIT 2

[illegible] Page 1287 of the DEED & PLAT records of BEXAR County, Texas.

[illegible] AIRLAWN DRIVE OF No. ~

[illegible] GILBERT ESCAMILLA

~

[illegible] and/or Landowner and to _____

I, Gaylord E. Reaves a Registered Land Surveyor in the State of Texas, do hereby certify that the above plat is true and correct according to an actual survey made on the ground, under my supervision. I further certify that all easements and right-of-ways of which [illegible] are shown hereon and that, except as shown hereon, there are no [illegible] encroachments, overlapping of improvements or conflicts in the boundary lines, and no obvious physical evidence of easements or right-of-ways by use as of the date of the [illegible] survey. This certification is made and limited to those persons or entities shown [illegible] of this survey and is non-transferable.

GE Reaves Engineering, Inc. (FIRM NO. 101337)
P.O. Box 791793
San Antonio, Tx. 78279-1793
(210) 490-4506, Fax 490-4812

4/14/11
Registered Professional Land Surveyor

Date	Revision	By

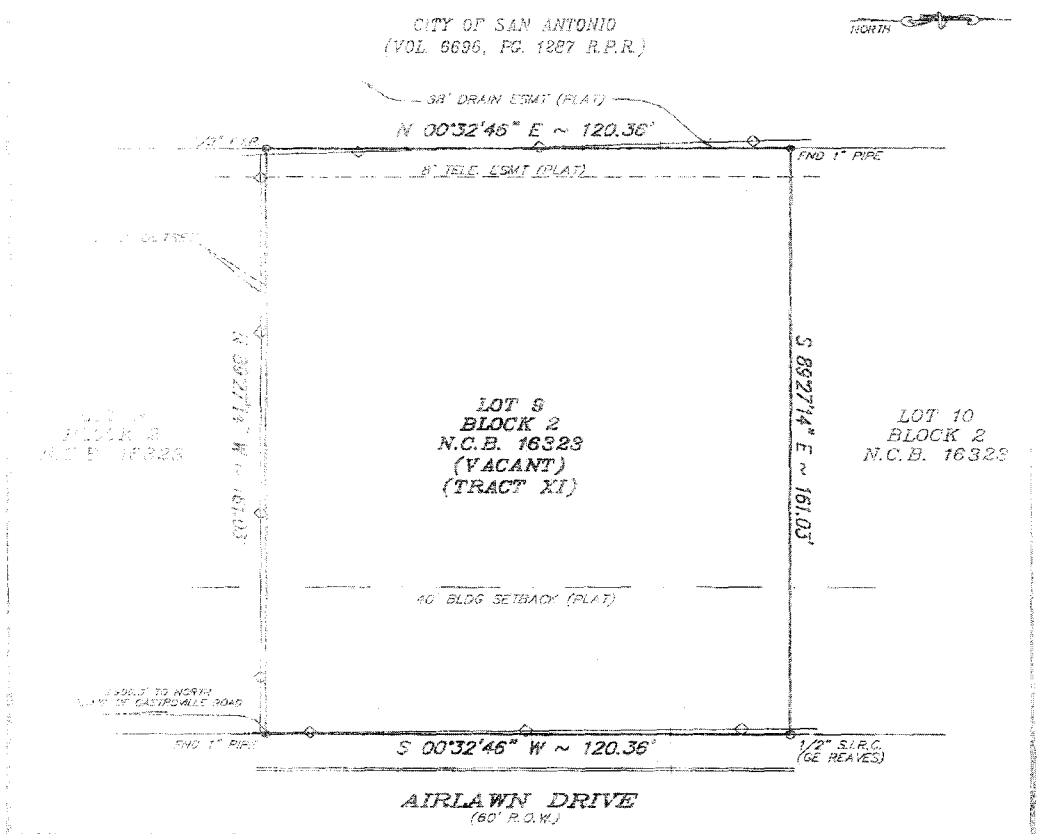
JOB NO. 34584*

[illegible] CERTIFIED FOR THIS TRANSACTION ONLY

COPYRIGHT © 2004 CRE INC. ALL RIGHTS RESERVED

SUBJECT TO RESTRICTIVE COVENANTS AND / OR EASEMENTS RECORDED IN: VOL. 9536 PAGE 156 DEED RECORDS, VOL. 9600 PAGE 1287 REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS

X BARBED WIRE | △ SMOOTH WIRE | —\\\— WOOD FENCE
o IRON FENCE | ◇ CHAIN LINK FENCE | —W— WATER FLOW



THIS DRAWING REPRESENTS AN ACTUAL FIELD SURVEY BASED ON RECORDED PLAT(S) AND/OR RECORDED DOCUMENTS IN OUR FILES. ALL MATTERS AFFECTING THE PROPERTY INCLUDING BUT NOT LIMITED TO RESTRICTIONS IMPOSED BY RECORDED DOCUMENTS OR ZONING/LAND USE REGULATIONS, MAY NOT NECESSARILY BE SHOWN. THE BUYER/OWNER IS ADVISED TO CONSULT WITH A QUALIFIED TITLE EXAMINER TO DETERMINE THE EXISTENCE AND LOCATION OF ANY SUCH LIMITATIONS AND THE EFFECT IT MAY HAVE ON THE CONTEMPLATED LAND USE.

NOT IN 100 YEAR FLOODPLAIN ACCORDING TO COMMUNITY MAP NO. 48029C0390G REV. 9-29-10 ZONE "X"

BASIS OF BEARING IS RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND

SCALE: 1"=30' DATE OF SURVEY: 4/5/11 COMPUTED BY: KCK DRAWN BY: KCK CHECKED BY: GER

Lot(s) 9 Block 2 N.C.B. 16323
Addition / Subdivision: SAN DE WALLE INDUSTRIAL PARK, UNIT 2
Volume 9201 Page 140-141 of the DEED & PLAT records of BEXAR County, Texas.
Address: AIRLAWN DRIVE GF No. ~
Reference from: GILBERT ESCAMILLA

To: Title carrier and/or Lender and/or Landowner and to ~

I, George E. Reaves a Registered Land Surveyor in the State of Texas, do hereby certify that this above plat is true and correct according to an actual survey made on the ground under my supervision. I further certify that all easements and right-of-ways of which I have been advised are shown hereon and that, except as shown hereon, there are no encroachments, overlapping of improvements or conflicts in the boundary lines, and no visible physical evidence of easements or right-of-ways by use as of the date of the field survey. This certification is made and limited to those persons or entities shown, as of the date of this survey and is non-transferable.

STATE OF TEXAS
GEORGE E. REAVES
2001
REGISTERED
No. 4812
SURVEYOR

4/14/11
Registered Professional Land Surveyor

GE Reaves Engineering, Inc. (FIRM NO. 101337)
P.O. Box 791793
San Antonio, Tx. 78279-1793
(210) 490-4506, Fax 490-4812

Date	Revision	By

JOB NO. 34583*

"THIS SURVEY IS LIMITED FOR THIS TRANSACTION ONLY"

COPYRIGHT © 2004 GRE INC. ALL RIGHTS RESERVED