

AN ORDINANCE     **2011-12-15-1022**

**AUTHORIZING THE ACQUISITION OF THE GOOD SAMARITAN HOSPITAL BUILDING LOCATED IN THE 1600 BLOCK OF DAKOTA STREET AND ACQUISITION BY NEGOTIATION AND/OR CONDEMNATION OF ADJACENT REAL PROPERTIES LOCATED IN NCB'S 1495, 1508, AND 1509 IN COUNCIL DISTRICT 2.**

\*     \*     \*     \*     \*

**WHEREAS**, by Ordinance 2011-02-17-0141, the City Council authorized acquisition of the Good Samaritan Hospital building located at 1602 Dakota Street, Lot 1A, Block 8, NCB 1508, for the sum of \$80,000.00, and agreement has been reached with the owners of the property to sell the property for the sum of \$100,000.00, subject to approval of the United States Bankruptcy Court for the Western District of Texas; and

**WHEREAS**, acquisition of properties located in NCB's 1495, 1508, and 1509 adjacent to the Good Samaritan Hospital building is required for the public use of parking related to the Veterans Outreach and Transition Center to be operated by Alamo Community College District at the Good Samaritan Hospital building; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee is authorized to complete the acquisition of the Good Samaritan Hospital building property according to the terms of the contract. The City Manager or her designee should take all actions necessary or convenient to effectuate the transaction, including agreeing to and executing all necessary or convenient instruments and agreements.

**SECTION 2.** The subject property is Lot 1A, Block 8, NCB 1508, San Antonio, Bexar County, Texas, commonly known as 1602 Dakota and is located in Council District 2.

**SECTION 3.** Funding for the project of up to \$2,000,000.00 is allocated for both the acquisition of real estate for the project and renovations to the Good Samaritan Hospital building under a Funding Agreement with Alamo Community College District, pursuant to this Ordinance and Ordinance 2011-12-15-1023 (B). In no event shall the total cost of the project for real estate acquisition and building renovations exceed \$2,000,000.00. Payment in the amount not to exceed \$2,000,000.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 40-00214, Eastside Education & Workforce Development Center, is authorized to be encumbered and made payable for costs associated with the acquisition of the Good Samaritan Hospital building and lot, and the seven properties listed in Section 5 authorized by this Ordinance, and for payment of renovation costs under the Funding Agreement.

**SECTION 4.** Payment in the amount not to exceed \$100,000.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 40-00214, Eastside Education & Workforce Development Center, is authorized to be encumbered and made payable for costs

associated with the acquisition of the Good Samaritan Hospital property authorized by this ordinance.

**SECTION 5.** The City Manager or her designee is authorized to acquire by negotiation and/or condemnation of real property located in NCB's 1495, 1508 and 1509 for the public use of parking related to the Veterans Outreach and Transition Center to be operated by Alamo Community College District at the Good Samaritan Hospital Building, which subject properties are more specifically described as follows:

1520 Dakota Street, NCB 1509, Lot 12, Blk 9  
1604 Dakota Street, NCB 1508, Blk 8, Lot 2A  
1610 Dakota Street, NCB 1508, Blk 8, Lot 3A  
208 Connelly Street, NCB 1508, Blk 8, Lot 7A  
218 Connelly Street, NCB 1508, Blk 8, Lot 3  
220 Connelly Street, NCB 1508, Blk 8, Lot 4  
120 Connelly Street, NCB 1495, Blk 3, Lot 15

**SECTION 6:** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

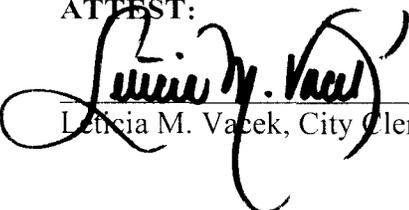
**SECTION 7.** Approval of this Ordinance authorizing acquisition of the Good Samaritan Hospital building property for the sum of \$100,000.00, is in accordance with the approval of the sale of the property by the United States Bankruptcy Court for the Western District of Texas in Case # 07-51952-C, William Dix Keith and Frances Mainez Keith, Chapter 13 Debtors, pursuant to Order entered December 8, 2011, Judge John Akard presiding.

**SECTION 8.** This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise, it shall be effective on the tenth day after passage.

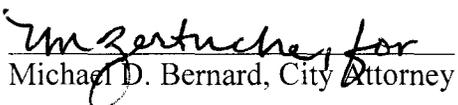
**PASSED AND APPROVED** this 15<sup>th</sup> day of December, 2011.

  
M A Y O R  
Julián Castro

ATTEST:

  
Leticia M. Vacek, City Clerk

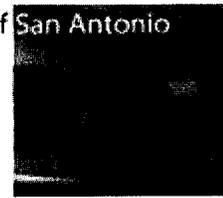
APPROVED AS TO FORM:

  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 5A

<b>Name:</b>	5A, 5B, 5C						
<b>Date:</b>	12/15/2011						
<b>Time:</b>	10:08:51 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the acquisition by negotiation and/or condemnation of real property located in NCBs 1495, 1508, and 1509 for the public use of parking related to the Project, and acquisition of the Good Samaritan Hospital property and associated properties, funded through FY 2010 Certificates of Obligation and included in the FY2012-2017 Capital Improvement Project.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Jennifer V. Ramos	District 3		x				x
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

# **ATTACHMENT**

# Real Estate Purchase and Sale Contract

(Francesca Keith/City of San Antonio)

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**Authorizing Ordinances:** 2011-02-17-0141 and

**Seller:** Francesca Keith

**Address:** 123 Parland Pl., San Antonio, Texas 78209

**Phone:** 828-1460

**Email:** fkeith1@alamo.edu

**Type of Entity:** individual

**Seller's Counsel:** David C. Werner

**Address:** 909 N.E. Loop 410, Suite 300, San Antonio, Texas  
78209

**Phone:** 732-6699

**Buyer:** City of San Antonio

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: David McGowen)

**Phone:** 210-207-4081

**Email:** david.mcgowen@sanantonio.gov

**Type of Entity:** A Texas municipal corporation

**Buyer's Counsel:** Kenneth L. Bennight, Jr.

**Address:** City Attorney's Office, P.O. Box 839966, San Antonio,  
Texas 78283-3966

**Phone:** 210-207-6168

**Email:** kenneth.bennight@sanantonio.gov

**Property:** Lot 1A, Block 8, NCB 1508, San Antonio, Bexar County,  
Texas, commonly known as 1602 Dakota

**Title Company:** Alamo Title Company

**Address:** 1602 N Loop 1604 W, San Antonio, TX 78248  
(Attention: Chris Varley)

**Phone:** 495-5200

**Email:** [Chris.Varley@alamotitle.com](mailto:Chris.Varley@alamotitle.com)

**Purchase Price:** \$100,000

**Earnest Money:** \$5,000

**Buyer's Liquidated  
Damages:** \$5,000

**Inspection Fee:** \$100

**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	10 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 Effective Date
1.05. Delivery of legible copies of instruments referenced in the Title Commitment and Survey	35 Days after the Effective Date
1.08. Buyer's Objection Deadline	20 Days after Buyer's receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment, Survey
1.09. Seller's Cure Notice Deadline	10 Days after Buyer's Objection Deadline
1.10. Buyer's Termination Deadline	20 Days after Notice of Cure Deadline
1.11. End of Inspection Period	The later of 60 days after Buyer's Termination Deadline or 180 days after the Effective Date
1.12. Closing Date	30 days after the Inspection Period
1.13. Closing Time	10:00 A.M.

The deadlines may be altered by the mutual agreement of the parties. The Director or Assistant Director for Real Estate 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:

General Warranty Deed

IRS Nonforeign Person Affidavit

Notices specified in Exhibit A

Other instruments reasonably requested by Title Company that do not alter Seller's obligations under this contract.

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

Evidence of Buyer's authority to consummate this transaction

Purchase Price

Other instruments reasonably requested by Title Company that do not alter Buyer's obligations under this contract.

2.03. The documents listed above are collectively known as the "Closing Documents."

## **3. Exhibits.**

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

Exhibit A—Notices

Exhibit B—Form of Deed

#### **4. Purchase and Sale, Delivery of Earnest Money.**

4.01. 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.

4.02. Buyer must deposit the Earnest Money with Title Company not 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. Interest on Earnest Money.**

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.

#### **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, 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.

6.03. *Survey.* "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.

6.04. *Delivery of Title Commitment, Survey.* Seller must deliver the Title Commitment and the Survey by the deadline stated in section 1. If the Property is out of a larger tract, the Commitment is not considered received by the Buyer for the

purposes of this contract until the description of the Property has been provided by the Survey and the Commitment has been issued pertaining only to the Property as so described.

6.05. *Buyer's Objections.* Buyer has until the Buyer's Objection Deadline to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Buyer's Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Buyer's Objection by the Buyer's Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions."

6.06. If Buyer notifies Seller of any Buyer's Objections, Seller has until Seller's Cure Notice Deadline to notify Buyer which of Buyer's Objections Seller elects not to cure before closing ("Cure Notice"). Seller must cure at or before Closing all of Buyer's Objection to which Seller does timely reject in a Cure Notice. If Seller does not agree to cure all the Buyer's Objections before closing, Buyer may, on or before Buyer's Termination Deadline, notify Seller that this contract is terminated. In absence of such timely notice, Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Buyer's Objections that Seller has objected to in the Cure Notice.

6.07. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Buyer's Objections that Seller has agreed to cure.

6.08. *Just Condemnation Value.* If Seller is unable or unwilling to cure clouds or encumbrances in the Property's title unacceptable to Buyer, Buyer may choose to condemn the Property. If Buyer condemns, then Seller acknowledges that just compensation for Buyer's taking the Property would be the Purchase Price. Seller declares the Purchase Price to be the fair market value of the Premises. This acknowledgment survives termination of this agreement.

6.09. *Waiver of Repurchase Right.* As to any condemnation by Buyer, Seller knowingly and intentionally waives the requirements of (A) Texas Property Code §§ 21.0111, 21.0112, and 21.023, which relate to information disclosure and (B) Texas Property Code §§ 21.101 through 21.103, which relate

to repurchase. Seller's agreement to these terms survives Buyer's decision to condemn in lieu of proceeding under this contract.

## **7. Inspection Period.**

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

- b. Buyer may not unreasonably interfere with existing operations or occupants of the Property; and
- d. if the Property is altered because of Buyer's inspections and Buyer does not purchase the Property, Buyer must return the Property to its preinspection condition promptly after terminating the contract.

7.02. *Extension.* Buyer may extend the Inspection Period for an additional 60 days if it determines in its discretion that it needs to perform a Phase II environmental site assessment.

7.03. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Buyer's termination is effective without City Council approval if signed by the Director of the Capital Improvements Management Services Department.

## **8. Appropriations.**

All obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council whether to appropriate funding. If the City Council fails to appropriate money for any obligation under this agreement, the City may terminate this agreement and have no further liability.

## **9. Condition until Closing.**

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 has no obligation to repair or replace the Property if it is damaged before closing. Buyer may terminate this contract if the 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 damage (or before closing if Seller's notice of damage 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, other than Buyer or Seller. 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.

## **10. Termination By Right.**

10.01. 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.

10.02. 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.

10.03. Upon termination, 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. Allocation of Closing Costs.**

11.01. Seller will pay:

- a. the basic charge for the Title Policy;

- b. one-half of the escrow fee charged by Title Company;
- c. the costs to prepare the deed;
- d. the costs to obtain, deliver, and record releases of all liens to be released at closing, including amounts paid to the holders of the liens to induce the releases;
- e. the costs to record all documents to cure Title Objections agreed to be cured by Seller;
- f. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
- g. the costs to deliver copies of the instruments described in article 1; and
- h. Seller's expenses and attorney's fees.

11.02. Buyer will pay:

- a. one-half of the escrow fee charged by Title Company;
- b. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
- c. the costs of the survey; and
- d. Buyer's expenses and attorney's fees.

11.03. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code. In no event is Buyer liable for any roll back taxes.

11.04. *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.

11.05. *Prepaid Rent.* Buyer gets a credit at closing for all rent previously paid to Seller allocable to the period after closing.

11.06. *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.

11.07. *Brokers' Commissions.* Each party represents to the other that no other commissions are due in respect of this transaction.

## **12. Closing.**

12.01. *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.

12.02. *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.

12.03. Seller is excused from the requirement to close if the sales proceeds are insufficient to pay off all liens and other encumbrances to be released at closing, as well as all Seller's closing costs.

### **13. Default and Remedies.**

13.01. *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; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer. Seller must also pay to Buyer as liquidated damages the Buyer's Liquidated Damages. Seller retains the Independent Consideration.

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.

13.02. *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, 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.

13.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by either party's default cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and Buyer's Liquidated Damages are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

### **14. Prohibited Interests in Contracts.**

14.01. 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.

14.02. 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.

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

## **15. Dispute Resolution.**

15.01 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.

15.02. 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.

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

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

15.05. 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.

15.06. Mediator fees must be borne equally.

15.07. 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.

## **16. Miscellaneous Provisions.**

16.01. *Applicable Law.* **THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** Texas conflicts of law rules must not be used to apply the laws of another jurisdiction. The obligations performable by both parties are performable in San Antonio, Bexar County, Texas.

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

16.03. *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.

16.04. *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.**

16.05. *Modification.*

16.05.01. 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.

16.05.02. 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.

16.06. *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.

16.07. *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. 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.

16.08. *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.

16.09. *Captions.* Paragraph captions in this Agreement are for ease of reference only and do not affect interpretation.

16.10. *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.

16.11. *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

16.12. *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.

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

## **17. 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.

**Remainder of Page Intentionally Left Blank**

**Buyer:**

**City of San Antonio**, a Texas  
municipal corporation

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Seller:**

*Francesca Keith*

Francesca Keith

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Title Company Acknowledgment and Receipt**

---

**Buyer:** City of San Antonio

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

**Seller:** Francesca Keith

**Address:** 123 Parland Pl., San Antonio, Texas 78209

**Property:** Lot 1A, Block 8, NCB 1508, San Antonio, Bexar County,  
Texas, commonly known as 1602 Dakota

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.

**Alamo Title Company**

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Title Company Receipt for Earnest Money

---

**Buyer:** City of San Antonio

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

**Seller:** Francesca Keith

**Address:** 123 Parland Pl., San Antonio, Texas 78209

**Property:** Lot 1A, Block 8, NCB 1508, San Antonio, Bexar County,  
Texas, commonly known as 1602 Dakota

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

Amount: \_\_\_\_\_

### Alamo Title Company

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

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### **Notices**

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

If the property contains no underground storage tanks, Seller need only provide a written statement to Buyer attesting to the absence of such tanks.

**Exhibit B**

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**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.**

**WARRANTY DEED  
(AND ASSIGNMENT OF CLAIMS)**

---

**Authorizing Ordinance:**

**Grantor:**

**Grantor's Mailing  
Address (including county):**

**Grantee:** City of San Antonio

**Grantee's Mailing  
Address (including county):**

P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Director, Capital Improvement  
Management Services) (Bexar County)

**Consideration:** \$10 in hand paid and other good and valuable  
consideration, the receipt and adequacy of which are  
hereby acknowledged.

**Property:**

**Grantor**, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys the Property to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging;

**To Have and To Hold** the above described Property 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 thereto.

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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Francesca Keith

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was this date acknowledged before me by Francesca Keith.

Date: \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

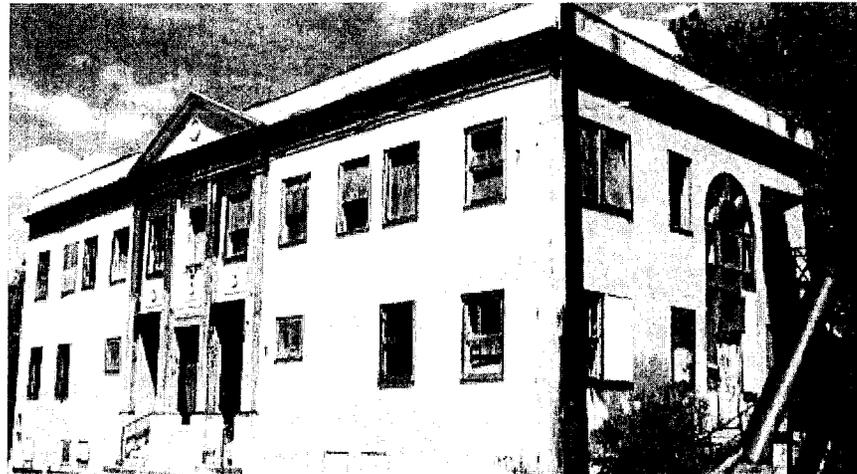
**After recording, please return to:**

City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
(Attention: Director, Capital Improvements Management Services)

#5A/B



TARGET THE HEART. RENEW, RECONNECT, REVITALIZE.



## Good Samaritan 1602 Dakota

City Council Meeting  
December 15, 2011

# Overview

- Seeking City Council approval on 3 components of project – acquisition, funding agreement, and lease agreement.
  - Acquisition
    - To acquire the Good Samaritan and a number of surrounding properties
  - Funding Agreement
    - City to reimburse the Alamo Community College District for costs associated with the renovation of the Good Samaritan building and construction of associated parking.
  - Lease Agreement
    - Initial term of 25 years at \$1 per year
    - Alamo Community College District will pay all operation and maintenance costs associated with utilizing the building to operate the Veterans Outreach and Transition Center.

# History and Background

- Built in 1915 as the Corinth Baptist Church and converted in 1948 to a hospital for African-Americans in response to segregation and the need for services for the city's African-American residents.
- The property has been vacant for a number of years and the owner of the property is in bankruptcy.
- Staff is proposing that the Good Samaritan building and surrounding properties be acquired, the building renovated, and parking added to serve the facility.
- The City is proposing a partnership with Alamo Colleges to convert the building into the Veterans Outreach and Transition Center (VOTC) and will partner with St. Philip's College to operate the VOTC.

# VOTC

- The Services to be provided by St. Philip's College at the Veterans Outreach and Transition Center (VOTC):
  - Offer a veteran-specific orientation to ease the initial transition into college and/or the workforce
  - Identify and assist veterans and dependents that are job-ready upon separation
  - Direct veterans to education and training for skills upgrade
  - Provide counseling to assist in integration to civilian life
  - Claims assistance



# FUNDING

- Staff is proposing to allocate the \$2 Million in C of O's approved as part of the City's 2010 budget for Education and Workforce Development.
- The \$2 million will be used for acquisition of property and renovation costs.
- Staff anticipates acquiring a number of the properties immediately and then a few more after construction is complete and costs have been finalized.

# FUNDING

- Staff anticipates utilizing the funds as follows:
  - Approximately \$325,000 to \$375,000 for acquisition of the Good Samaritan property and some of the surrounding properties to provide land for parking.
    - The City has reached agreement with the owner of the Good Samaritan property on a purchase price of \$100,000.
  - Approximately \$1,625,000 to \$1,675,000 toward renovation costs.
    - \$1,600,000 to \$1,650,000 to reimburse Alamo Colleges for the costs associated with renovating the structure and constructing parking. The \$50,000 is being held in reserve for costs that arise at time of Occupancy Permit.
    - \$25,000 to CIMS to manage the contract with the Alamo College District

# Recommendation

- Staff recommends approval on:
  - Acquisition
  - Funding Agreement
  - Lease Agreement