AZJ
05/01/2014
Item No. 7

AN ORDINANCE 2014-05-01-0278

CLOSING, VACATING, AND ABANDONING A 0.074-ACRES SEGMENT OF STARK STREET, ADJACENT TO NCB 2572, IN COUNCIL DISTRICT 1, AS REQUESTED BY KIPP CEVALLOS, INC. FOR A FEE OF $5,141.00 AND DECLARING AS SURPLUS AN UNIMPROVED 0.155 ACRE TRACT OF CITY OWNED PROPERTY LOCATED ON STARK STREET, AND DESCRIBED AS THE EAST PART OF LOTS 5, 6 AND 7, BLOCK 3, NCB 2572 IN COUNCIL DISTRICT 1 AND AUTHORIZING ITS SALE TO KIPP CEVALLOS, INC.FOR $10,100.

* * * * *

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

SECTION 1. Subject to the reservation below, the City finds the following right-of-way ("Right-of-Way Segment") described in Section 2 is no longer essential to the safe and efficient flow of traffic in the area in which the right of way is located. As an exercise of its discretion, the City Council closes, vacates, and abandons the Right-of-Way Segment. A condition of the closure, vacation, and abandonment is City's receipt of the fee set out below in the funding section of this Ordinance.

SECTION 2. The Right-of-Way and unimproved city owned property are graphically shown in **Attachment I**. The detailed description of the Right-of-Way Segment is set forth on **Attachment II**. Attachment II is incorporated into this ordinance for all purposes as if it were fully set forth.

SECTION 3. The properties abutting the Right-of-Way Segment are:

Address:	*Description:*	*Owner Listed by Bexar Appraisal District:*
Nogalitos St.	LOT P-100 "OLD KATY RR YARD", BLK 3, NCB 2572 INCLDS NCB 6167, 6168, 6169 ITEM NO 1	Kipp Cevallos, Inc.
218 Rehmann St.	LOT 1, BLK 3, NCB 2572	Hernandez, Jesus C & Minerva

The listing above is made solely to facilitate indexing this Ordinance in the real property records. If the listing is inaccurate or not comprehensive, it does not affect the validity of the closure.

SECTION 4. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and facilities, if any, may remain in place despite this Ordinance and may continue to be used, repaired, enlarged, and maintained in the ordinary course of business. Any person wanting removal of an existing utility line or facility must negotiate separately with the pertinent utility. Any person building on the Right-of-Way Segment without first reaching an agreement with a utility having lines or facilities in the segment does so at his own risk. After the date of this Ordinance, no utility may add additional utility lines or facilities in the Right-of-Way Segment based on a claim that the Right-of-Way Segment is public right of way. All existing drainage rights in the Right-of-Way Segment are retained by the City. This closure does not give up any right arising other than from the plat or other instrument creating the public street or alley right of way. Neither does this Ordinance create new easement rights.

SECTION 5. The City Manager or her designee, severally, are authorized and directed to execute and deliver all documents and to do all other things conducive to reflect this closure, abandonment, and vacation. The City Manager and her designee, severally, are authorized and directed to sell to KIPP Cevallos, Inc. the .155 acres, more or less, described in **Attachment III** for $10,100. The City having advertised the property for sale according to law and KIPP Cevallos, Inc. having made the highest offer, the City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city a purchase and sale agreement substantially in the form attached as **Attachment IV**, which is incorporated for all purposes as if fully set forth, and to consummate the transaction contemplated therein. The City Manager and her designee, severally, are authorized to take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 6. The Right-of-Way Segment exists by easement. The underlying fee ownership of the Right-of-Way Segment by the adjacent lot owners is now unburdened by the rights closed, vacated, and abandoned. For purposes of future conveyance and to better reflect their ownership generally, owners of the adjacent property should replat. No such replat impairs the rights retained by City above, unless in the course of replatting, the owner, at its own expense, otherwise provides for those rights according to platting rules of general applicability.

SECTION 7. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 240000000060 and General Ledger 4903101.

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.

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 8. The disposition of 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 9. 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 10. 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 May, **2014**.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Robert F. Greenblum, City Attorney

Agenda Item:	7
Date:	05/01/2014
Time:	09:28:59 AM
Vote Type:	Motion to Approve
Description:	An Ordinance declaring as surplus an unimproved 0.155 acre tract of City owned property located at 221 Stark Street and described as the East part of Lots 5, 6 and 7, Block 3, NCB 2572 in Council District 1 and authorizing its sale to KIPP Cevallos, Inc. for $10,100.00 and authorizing the closure, vacation and abandonment of 0.074 acres of Stark Street Public Right of Way, located adjacent to NCB 2572, in Council District 1, as requested by KIPP Cevallos, Inc. for a fee of $5,141.00. [Peter Zanoni, Deputy City Manager; Mike Etienne, Eastpoint & Real Estate Services Office]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4				x		
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

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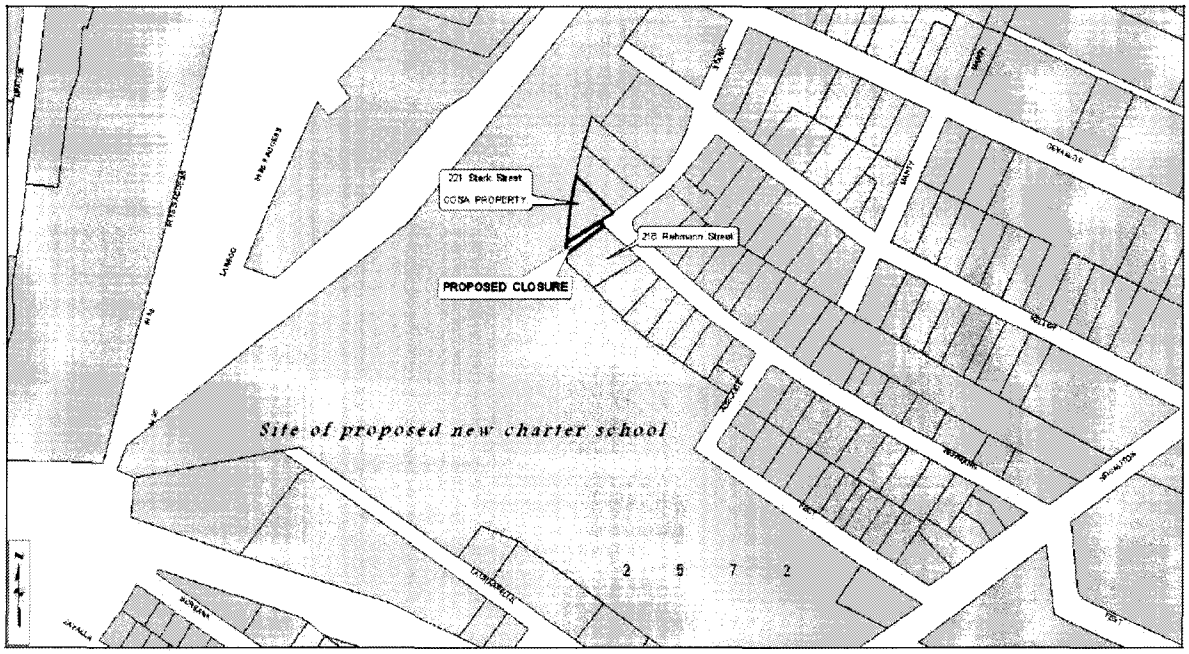
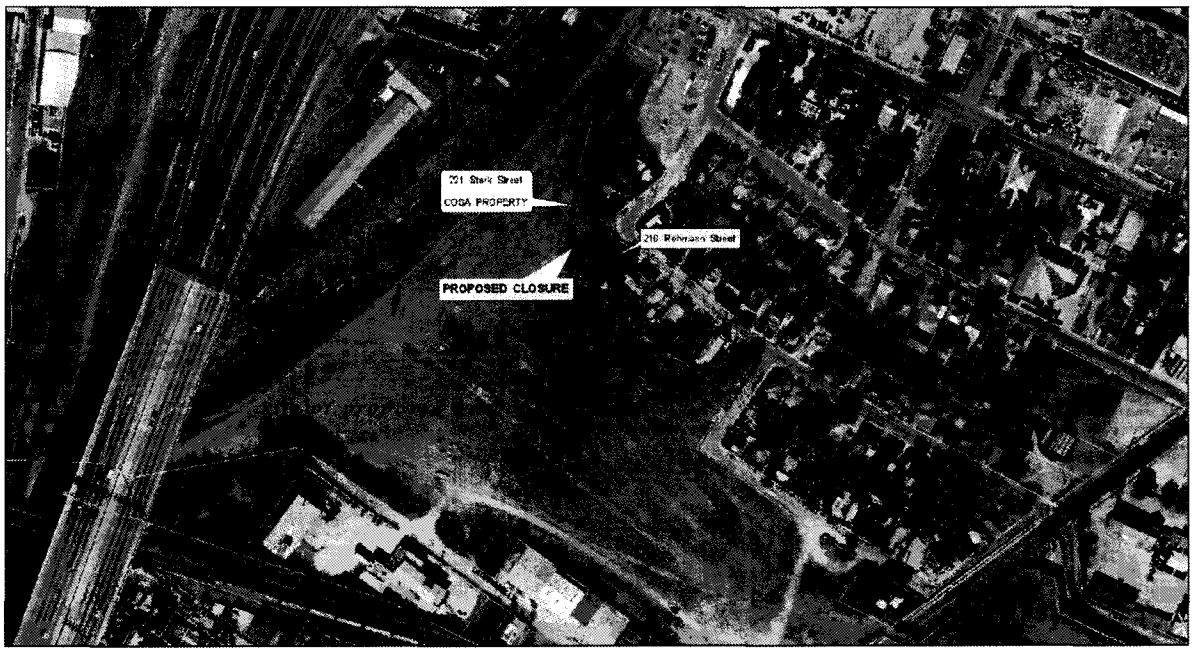
Attachment I





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CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	11°00'57"	749.70'	144.14'	N04°46'21"E	143.92'
C2	02°53'24"	749.70'	37.82'	N02°10'49"W	37.81'
C3	61°34'27"	33.39'	35.88'	S13°46'43"E	34.18'

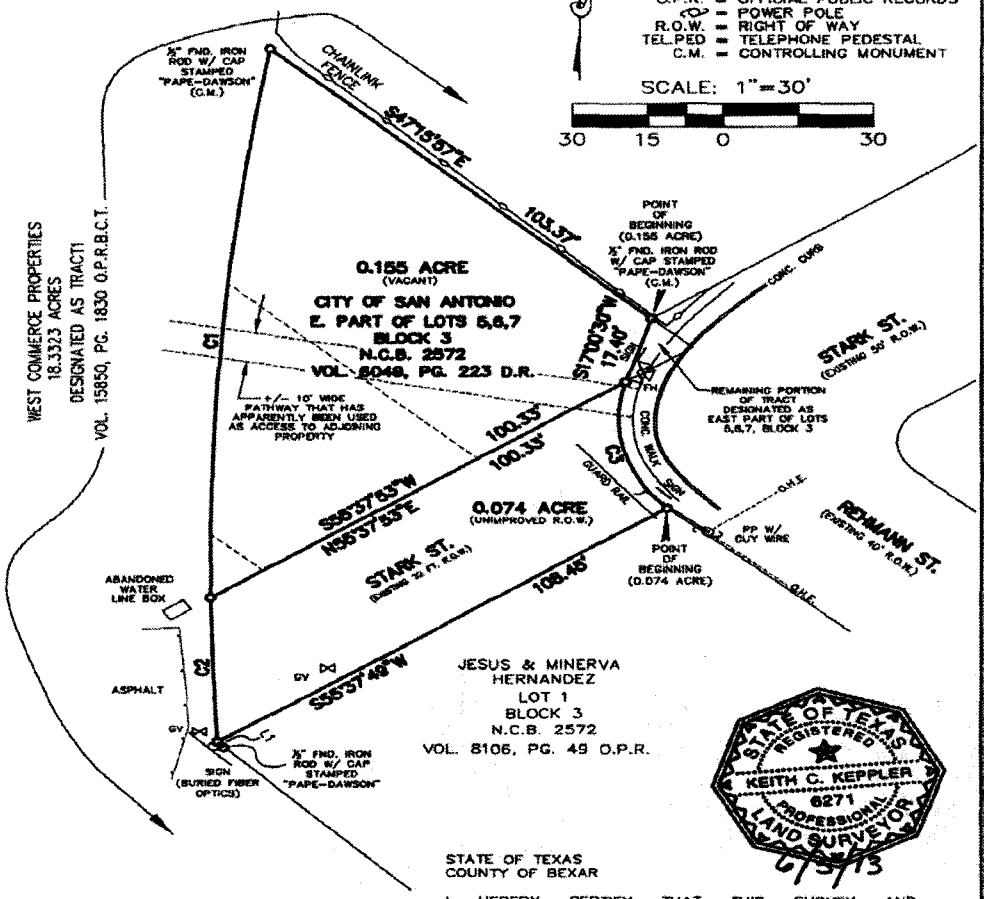
LINE	BEARING	DISTANCE
L1	S36°07'51"E	1.90'

LEGEND

CONC. = CONCRETE
CM = CONTROL MONUMENT
D.R. = DEED RECORDS
O.H.E. = OVERHEAD ELECTRIC
E/P = EDGE OF PAVEMENT
FH = FIRE HYDRANT
GV = GAS VALVE
O.P.R. = OFFICIAL PUBLIC RECORDS
= POWER POLE
R.O.W. = RIGHT OF WAY
TEL.PED = TELEPHONE PEDESTAL
C.M. = CONTROLLING MONUMENT

SCALE: 1" = 30'

30 15 0 30



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS SURVEY AND ACCOMPANYING FIELD NOTES REPRESENTS FACTS DISCLOSED BY AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION.

THIS 5TH DAY OF JUNE, 2013 A.D.

KEITH C. KEPPLER, R.P.L.S. NO. 6271

STATE OF TEXAS REGISTERED KEITH C. KEPPLER 6271 PROFESSIONAL LAND SURVEYOR 6/5/13

NOTES:

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204).
2. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
3. METES AND BOUNDS DESCRIPTION ACCOMPANYING THIS SURVEY PLAT OF EVEN DATE.
4. ALL PROPERTY CORNERS ARE ½" SET IRON RODS WITH RED PLASTIC CAP STAMPED "M.W. CUDE" UNLESS OTHERWISE NOTED.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

BOUNDARY SURVEY
OF
0.155 OF AN ACRE OF LAND IN THE CITY OF SAN ANTONIO, N.C.B. 2572 SITUATED IN A TRACT OF LAND DESIGNATED AS EAST PART OF LOTS 5,6,7, BLOCK 3 PER DEED CONVEYED TO THE CITY OF SAN ANTONIO RECORDED IN VOLUME 6049, PAGE 223, DEED RECORDS OF BEXAR COUNTY, TEXAS AND ALSO A 0.074 OF AN ACRE OF LAND BEING A PORTION OF STARK STREET (AN UNIMPROVED RIGHT OF WAY), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

CUDE ENGINEERS

CUDE ENGINEERS
1350 N. LOOP 1604 E. • SUITE 104
SAN ANTONIO, TEXAS 78232
TEL 210.681.2951 • FAX 210.523.7112
WWW.MWCUDE.COM
TBPE REGISTERED ENGINEERING FIRM #455

221 STARK STREET

DATE: JUNE 5, 2013 JOB NO.: 02858.000

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Attachment II

CUDE
ENGINEERS

Metes and Bounds
of

0.074 of an acre of land being a portion of Stark Street (32 foot right-of-way; unimproved), in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

Beginning: at a 1/2-inch set iron rod with red plastic cap stamped "M.W. Cude" (hereafter referred to as with cap) being an intersection of the southwest right-of-way line of Rehmann Street (40 foot right-of-way) and the southeast right-of-way line of said Stark Street, said iron rod being the north corner of Lot 1, Block 3, N.C.B. 2572 as recorded in Volume 8106, Page 49, Official Public Records of Bexar County, Texas, for the southeast corner of this tract described herein;

Thence: South 55° 37' 49" West, along the common northwest boundary line of said Lot 1, Block 3 and the southeast right-of-way line of said Stark Street, a distance of 108.45 feet to a 1/2-inch set iron rod with cap on the east boundary line of an 18.3323 acre tract designated as Tract 1 described by Deed recorded in Volume 15850, Page 1830, Official Public Records of Bexar County, Texas, said iron rod being a point of curvature of a non-tangent curve to the right and the southwest terminus of said Stark Street for the southwest corner of this tract described herein;

Thence: along said curve to the right having a radius of 749.70 feet, a delta angle of 02°53'24", an arc length of 37.82 feet, of which the chord bears North 02° 10' 49" West, a distance of 37.81 feet to a 1/2-inch set iron rod with cap being the southwest corner of a tract of land designated as the East part of Lots 5, 6, 7, Block 3 per Deed recorded in Volume 6049, Page 223, Deed Records of Bexar County, Texas, and the northwest terminus of said Stark Street, for the northwest corner of this tract described herein;

Thence: North 55° 37' 53" East, along the common northwest right-of-way line of said Stark Street and the southeast boundary line of said Lots 5, 6, 7, Block 3, a distance of 100.33 feet to a 1/2-inch set iron rod with cap being the point of curvature of a non-tangent curve to the left, for the northeast corner of this tract described herein;

Thence: over and across said Stark Street and along said curve to the left having a radius of 33.39 feet, a delta angle of 61°34'27", an arc length of 35.88 feet, of which the chord bears South 13° 46' 43" East, a distance of 34.18 feet to the **POINT OF BEGINNING** and containing 3,237 square feet or 0.074 of an acre of land, more or less.

Note: Bearings used in this description are referenced to Texas Coordinate System of 1983, South Central Zone (4204).

Reference is made to survey plat dated June 5, 2013 accompanying these field notes.

Job No. 02858.000
June 5, 2013
JGR

STATE OF TEXAS
REGISTERED
KEITH C. KEPPLER
6271
PROFESSIONAL
LAND SURVEYOR

6/5/13

Keith C. Keppler
Registered Professional Land Surveyor
Texas No. 6271

CUDE
ENGINEERS

Attachment III

CUDE
ENGINEERS

Metes and Bounds
of

0.155 of an acre of land being the remaining portion of the East part of Lots 5, 6, 7, Block 3, N.C.B. 2572 per Deed conveyed to the City of San Antonio recorded in Volume 6049, Page 223, Deed Records of Bexar County, Texas,

Beginning: at a 1/2-inch found iron rod with yellow plastic cap stamped "PAPE DAWSON" on the northwest right-of-way line of Stark Street (50 foot right-of-way to the east of this point), being an exterior corner of an 18.3323 acre tract designated as Tract 1 described by Deed recorded in Volume 15850, Page 1830, Official Public Records of Bexar County, Texas, said iron rod being North 47° 15' 57" West, a distance of ### from the apparent east corner of said Lot 5, Block 3, for the northeast corner of this tract described herein;

Thence: South 17° 00' 30" West, crossing said East Part of Lots 5, 6, 7, Block 3, a distance of 17.40 feet to a 1/2-inch set iron rod with red plastic cap stamped "M.W. CUDE" (hereafter referred to as with cap) on the northwest right-of-way line of said Stark Street (unimproved), for the southeast corner of this tract described herein;

Thence: South 55° 37' 53" West, along the common northwest right-of-way line of said Stark Street and the southeast line of said Lots 5, 6, 7, Block 3, a distance of 100.33 feet to a 1/2-inch set iron rod with cap on the east boundary line of said 18.3323 acre tract, being along a non-tangent curve to the right and the northwest terminus of said Stark Street, for the southwest corner of this tract described herein;

Thence: along the east boundary line of said 18.3323 acre tract and said curve to the right having a radius of 749.70 feet, a delta angle of 11° 00' 57", an arc length of 144.14 feet, of which the chord bears North 04° 46' 21" East, a distance of 143.92 feet to a 1/2-inch found iron rod with yellow plastic cap stamped "PAPE DAWSON" at the end of said curve, for the northwest corner of this tract described herein;

Thence: South 47° 15' 57" East, a distance of 103.37 feet to the **POINT OF BEGINNING** and containing 6,742 square feet or 0.155 of an acre of land, more or less.

Note: Bearings used in this description are referenced to Texas Coordinate System of 1983, South Central Zone (4204).

Reference is made to survey plat dated June 5, 2013 accompanying these field notes.

Job No. 02858.000
June 5, 2013
JGR

STATE OF TEXAS
REGISTERED
KEITH C. KEPPLER
6271
PROFESSIONAL
LAND SURVEYOR

Keith Keppler 6/5/13

Keith C. Keppler
Registered Professional Land Surveyor
Texas No. 6271

CUDE
ENGINEERS

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Attachment IV

Real Estate Sales Contract

(221 Stark)

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Authorizing Ordinance:

Authority for Negotiated Sale: Tax Code § 34.05 (h)

Seller: City of San Antonio

Address: Office of EastPoint and Real Estate Services
P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Martha Almeria)

Phone: 207-7370

Email: martha.almeria@sanantonio.gov

Type of Entity: Texas municipal corporation

Seller's Counsel: Audrey Zamora

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

Phone: 207-2094

Email: Audrey.Zamora@sanantonio.gov

Buyer: KIPP Cevallos Inc.,
c/o Ryan Hudak, CFO

Address: 731 Fredericksburg Rd.
San Antonio, TX 78201

Phone: 210-279-5525

Email: rhudak@kippsa.org

Property: 0.155 of an acre of land being the remaining portion of the East part of Lots 5, 6, 7, Block 3, N.C.B. 2572 per Deed conveyed to the City of San Antonio recorded in Volume 6049, Page 223, Deed Records of Bexar County, Texas, and more fully described in Exhibit A ("Land") .

Title Company: Chicago Title Insurance Company

Address: 755 East Mulberry Avenue, Suite 125

Phone: (210) 737-8005 (extension 201)

Email: Val.juve@ctt.com

Purchase Price: $10,100.00

Effective Date: The later of (A the effective date of the Authorizing Ordinance and (B) the date a representative of the Title Company signs a receipt for this fully executed contract

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.	Delivery of Title Commitment	20 Days after the Effective Date
1.02.	Delivery of legible copies of instruments referenced in the Title Commitment	20 Days after the Effective Date
1.03.	Buyer's Objection Deadline	20 Days after the receipt of Title Commitment
1.04.	Seller's Cure Notice Deadline	35 Days after Buyer's Objection Deadline
1.05.	Buyer's Termination Deadline	50 Days after Notice of Cure Deadline
1.06.	End of Inspection Period	180 Days after the Effective Date
1.07.	Closing Date	30 days after the Inspection Period
1.08.	Closing Time	10:00 A.M.

The deadlines may be altered by the mutual agreement of the parties. The Director of the Office of EastPoint and Real Estate Services 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 Without Warranty

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

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 C**.

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

Exhibit C—Form of Deed

4. Purchase and Sale of Property.

4.01. Seller will sell and convey the Property to Buyer, and subject to Buyer's rights to terminate 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. The Property includes all improvements situated on it, together with all right, title, and interest of Seller, if any, in and to all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the **"Additional Interests"**); except that the Additional Interests do not include, and Seller specifically reserves, such of the following interests as Seller holds by virtue of being a municipality as opposed to the owner of the fee-simple interest in the Property: utility easements, drainage easements, streets, alleys, and other rights-of-way dedicated for public use.

5. Title and Survey.

5.01. *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.**

5.02. *Survey.* Buyer acknowledges that **Exhibit A** is the survey of the Property.

5.03. *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.

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

5.05. *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."

5.06. If Buyer notifies Seller of any Buyer's Objections, Seller has until Seller's Cure Notice Deadline to notify Buyer whether Seller agrees to cure the Buyer's 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 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 agreed to cure in the Cure Notice.

5.07. 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. Inspection Period.

6.01. *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 provided however that Buyer will not be responsible for or obligated to restore the Property in the event any pre-existing environmental condition is discovered;

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.

6.02. *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 and is not refundable under any circumstance.

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

a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, actual 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.* Subject to Section 6.01(d), 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.

7. 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.

8. Condition until Closing; No Recording of Contract.

8.01. *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.

8.02. *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.

8.03. *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.

8.04. *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.

9. Termination.

9.01. *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.

10. Closing.

10.01. *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.

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 indefeasible title at closing.

10.02. *Transaction Costs.*

a. Buyer will pay:

i. the basic charge for the Title Policy;

ii. all of the escrow fee charged by Title Company;

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

iv. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;

v. the additional premium for the "survey/area and boundary deletion" in the Title Policy;

vi. the costs to recertify the Survey (if desired by Buyer) and certificates or reports of ad valorem taxes; and

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

b. Seller will pay:

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

ii. 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. *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. Prohibited Interests in Contracts.

11.01. 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.

11.02. Buyer warrants and certifies as follows:

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

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

11.03. Buyer acknowledges that City's reliance on the above warranties and certifications is reasonable.

12. Dispute Resolution.

12.01 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.

12.02. 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.

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

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

12.05. 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.

12.06. Mediator fees must be borne equally.

12.07. The parties need not mediate before going to court for either party to seek emergency injunctive relief to enforce timely performance under this Agreement. This provision does not consent to injunctive relief when it would not otherwise be available under principles of generally applicable law

13. Miscellaneous Provisions.

13.01. *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.

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

13.03. *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.

13.04. *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.**

13.05. *Modification.*

13.05.01. This Agreement may not be changed orally but only by a written agreement, signed by both parties to this Agreement. 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.

13.05.02. The Director of Office of EastPoint and Real Estate 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.

13.06. *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.

13.07. *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.

13.08. *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.

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

13.10. *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.

13.11. *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.

13.12. *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.

13.13. *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.

13.14. *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.

13.15. *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.

13.16. *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.

13.17. *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.**

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

13.19. *Administrative Agreements.* The Director of Office of EastPoint and Real Estate Services and the Assistant Director for Office of EastPoint and Real Estate Services may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults.

14. 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.

15. Brokers' Commission.

Each party represents to the other that it has not done or omitted to do anything that would incur liability for a commission in connection with this transaction.

Seller:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved as to Form:

_____
City Attorney

Buyer:

KIPP Cevallos Inc., a Texas non-profit corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

AZJ
05/01/2014
Item No. 7

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

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

Buyer: KIPP Cevallos Inc.

Address: 731 Fredericksburg Rd.
San Antonio, TX 78201

Property: 0.155 of an acre of land being the remaining portion of the East part of Lots 5, 6, 7, Block 3, N.C.B. 2572 per Deed conveyed to the City of San Antonio recorded in Volume 6049, Page 223, Deed Records of Bexar County, Texas

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

By:_____

Printed
Name:_____

Title:_____

Date:_____

AZJ
05/01/2014
Item No. 7

Exhibit A: Property Description

CUDE
ENGINEERS

Metes and Bounds
of

0.155 of an acre of land being the remaining portion of the East part of Lots 5, 6, 7, Block 3, N.C.B. 2572 per Deed conveyed to the City of San Antonio recorded in Volume 6049, Page 223, Deed Records of Bexar County, Texas,

Beginning: at a 1/2-inch found iron rod with yellow plastic cap stamped "PAPE DAWSON" on the northwest right-of-way line of Stark Street (50 foot right-of-way to the east of this point), being an exterior corner of an 18.3323 acre tract designated as Tract 1 described by Deed recorded in Volume 15850, Page 1830, Official Public Records of Bexar County, Texas, said iron rod being North 47° 15' 57" West, a distance of ### from the apparent east corner of said Lot 5, Block 3, for the northeast corner of this tract described herein;

Thence: South 17° 00' 30" West, crossing said East Part of Lots 5, 6, 7, Block 3, a distance of 17.40 feet to a 1/2-inch set iron rod with red plastic cap stamped "M.W. CUDE" (hereafter referred to as with cap) on the northwest right-of-way line of said Stark Street (unimproved), for the southeast corner of this tract described herein;

Thence: South 55° 37' 53" West, along the common northwest right-of-way line of said Stark Street and the southeast line of said Lots 5, 6, 7, Block 3, a distance of 100.33 feet to a 1/2-inch set iron rod with cap on the east boundary line of said 18.3323 acre tract, being along a non-tangent curve to the right and the northwest terminus of said Stark Street, for the southwest corner of this tract described herein;

Thence: along the east boundary line of said 18.3323 acre tract and said curve to the right having a radius of 749.70 feet, a delta angle of 11° 00' 57", an arc length of 144.14 feet, of which the chord bears North 04° 46' 21" East, a distance of 143.92 feet to a 1/2-inch found iron rod with yellow plastic cap stamped "PAPE DAWSON" at the end of said curve, for the northwest corner of this tract described herein;

Thence: South 47° 15' 57" East, a distance of 103.37 feet to the **POINT OF BEGINNING** and containing 6,742 square feet or 0.155 of an acre of land, more or less.

Note: Bearings used in this description are referenced to Texas Coordinate System of 1983, South Central Zone (4204).

Reference is made to survey plat dated June 5, 2013 accompanying these field notes.

Job No. 02858.000
June 5, 2013
JGR

STATE OF TEXAS
REGISTERED
KEITH C. KEPPLER
6271
PROFESSIONAL
LAND SURVEYOR

Keith Keppler 6/5/13

Keith C. Keppler
Registered Professional Land Surveyor
Texas No. 6271

AZJ
05/01/2014
Item No. 7

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	11°00'57"	749.70'	144.14'	N04°46'21"E	143.92'
C2	02°53'24"	749.70'	37.82'	N02°10'49"W	37.81'
C3	61°34'27"	33.38'	35.88'	S13°46'43"E	34.18'

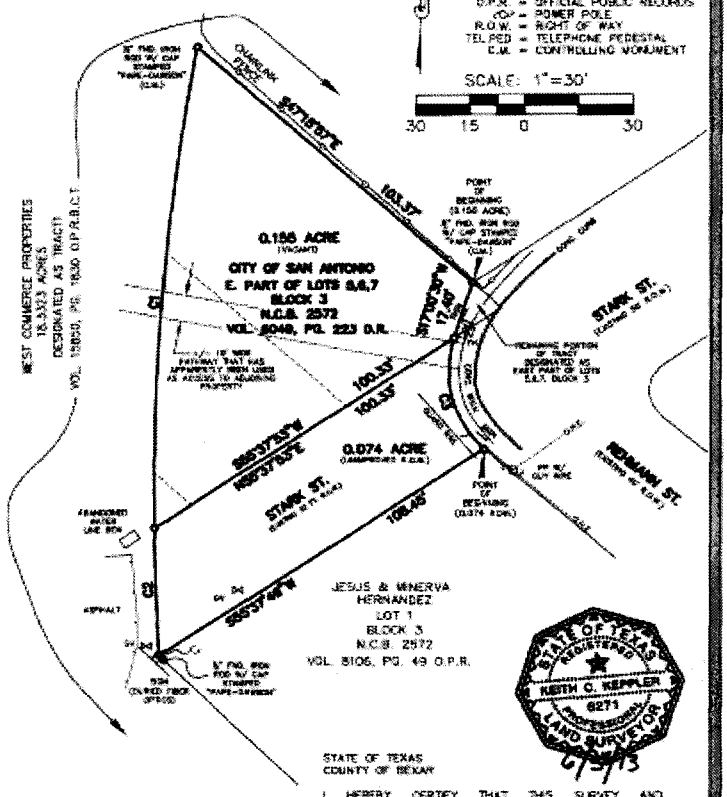
LINE	BEARING	DISTANCE
L1	S38°07'51"E	1.90'

LEGEND

CONC. = CONCRETE
CM = CONTROL MONUMENT
D.R. = DEED RECORDS
O.H.E. = OVERHEAD ELECTRIC
E/P = EDGE OF PAVEMENT
FH = FIRE HYDRANT
GV = GAS VALVE
O.P.R. = OFFICIAL PUBLIC RECORDS
PP = POWER POLE
R.O.W. = RIGHT OF WAY
TEL PED = TELEPHONE PEDESTAL
C.M. = CONTROLLING MONUMENT

SCALE: 1"=30'

30 15 0 30



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS SURVEY AND ACCOMPANYING FIELD NOTES REPRESENTS FACTS DISCLOSED BY AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION.

THIS 5TH DAY OF JUNE, 2013 A.D

KEITH C. KEPPLER, R.P.L.S. NO. 6271

NOTES:

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204).
2. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
3. METES AND BOUNDS DESCRIPTION ACCOMPANYING THIS SURVEY PLAT OF EVEN DATE.
4. ALL PROPERTY CORNERS ARE ½" SET IRON RODS WITH RED PLASTIC CAP STAMPED "M.W. CUDE" UNLESS OTHERWISE NOTED.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

BOUNDARY SURVEY

OF

0.155 OF AN ACRE OF LAND IN THE CITY OF SAN ANTONIO, N.C.B. 2572 SITUATED IN A TRACT OF LAND DESIGNATED AS EAST PART OF LOTS 5,6,7, BLOCK 3 PER DEED CONVEYED TO THE CITY OF SAN ANTONIO RECORDED IN VOLUME 6049, PAGE 223, DEED RECORDS OF BEXAR COUNTY, TEXAS AND ALSO A 0.074 OF AN ACRE OF LAND BEING A PORTION OF STARK STREET (AN UNIMPROVED RIGHT OF WAY), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

CUDE ENGINEERS

CUDE ENGINEERS
1250 N. LOOP 1604 E • SUITE 104
SAN ANTONIO, TEXAS 78233
TEL 210.681.2951 • FAX 210.523.7112
WWW.MWCUDE.COM
TBPE REGISTERED ENGINEERING FIRM #455

221 STARK STREET

DATE JUNE 5, 2013 JOB NO. 0200[illegible]

Exhibit B: Representations

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 Texas Municipal Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas 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.* 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.* 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.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

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 Seller In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.

The provisions of this section C regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

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 Texas non-profit corporation, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to acquire the Property from 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: Form of Deed

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.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:	
Statutory Authority:	Tax Code § 34.05(h)
SP No./Parcel:	
Grantor:	City of San Antonio
Grantor's Mailing Address:	City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	KIPP Cevallos, Inc., a Texas non-profit corporation
Grantee's Mailing Address:	731 Fredericksburg Road San Antonio, TX 78201
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: more particularly described by metes and bounds and shown by survey on **Exhibit "A"** attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. **Easements:** All recorded easements, and all unrecorded easements which are open and obvious.

B. **Restrictions:** Those matters listed on Exhibit B attached hereto and made a part hereof.

C. **Exceptions:** Those matters listed on Exhibit B attached hereto and made a part hereof.

D. **Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Draft. This is only to show the agreed form of the final document. This draft is neither ready nor suitable to be signed.

AZJ
05/01/2014
Item No. 7

Title:_____

Date:_____

Approved As To Form:

By:_____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

Golden, Steves, Cohen & Gordon, LLP
300 Convent Street, Suite 2600
San Antonio, TX 78205
Attn: Andrew Cohen