

**AN ORDINANCE 88045**

**APPROVING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND ALAMO PARK, INC. BY WHICH THE CITY WILL CONVEY SIX PARCELS OF PROPERTY WHICH TOTAL APPROXIMATELY 41.5429 ACRES AND WHICH PARCELS INCLUDE THE CLOSED PORTION OF SCHERTZ ROAD AND CERTAIN ADJACENT PARCELS NEAR THE WURZBACH PARKWAY TO ALAMO PARK, INC. IN EXCHANGE FOR A 0.8377 ACRE TRACT TO BE USED TO EXPAND THE CITY'S NORTHEAST SERVICE CENTER AND ADDITIONAL CONSIDERATION IN THE AMOUNT OF \$266,300.00.**

\* \* \* \* \*

**WHEREAS**, the City acquired property for the Wurzbach Parkway Project totaling 33.776 acres of land ("Wallace Tracts") as part of a settlement with David Wallace, et al; and

**WHEREAS**, the 33.776 acres is bordered by the Parkway on the west, an adjacent railroad tract on the east and lies mostly in the Bietel Creek floodplain and is of no use to the City but would be beneficial to the adjacent land owner, Alamo Park, Inc. for redevelopment purposes and increasing their property value; and

**WHEREAS**, the 33.776 acres of land does not abut a public road; and

**WHEREAS**, the construction of the Wurzbach Parkway and the extension of Thousand Oaks Boulevard Project made a portion of Schertz Road right-of-way containing approximately 7.7669 acres obsolete and said portion of the road has been closed to vehicular traffic for several months and is of no use to the City of San Antonio, and

**WHEREAS**, Alamo Park, Inc. is the owner of a small tract of land which is adjacent to the City's proposed Northeast Service Center that is not readily accessible to other properties owned by Alamo Park, Inc.; and

**WHEREAS**, the Alamo Park, Inc. has agreed to purchase the "Wallace Tracts" which consist of the 33.776 acres of land, as well as, the portion of Schertz Road property consisting of 7.7669 acres, totaling 41.5429 acres in exchange for a 0.8377 acre tract to be used to expand the City's Northeast Service Center and additional consideration in the amount of \$266,300.00, and

**WHEREAS**, approval of this ordinance will provide mutual benefit for both parties involved; and

**WHEREAS**, the Planning Commission of the City of San Antonio has reviewed this transaction and recommends approval, **NOW THEREFORE**:

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

**SECTION 1.** The City Manager, an Assistant City Manager, or an Assistant to the City Manager is hereby authorized to execute a contract between the City of San Antonio and Alamo Park, Inc. for the conveyance of six parcels of land which total approximately 41.5429 acres which include the closed portion of Schertz Road right-of-way and the purchase by the City of an .8377 acre tract of land, a copy of the Contract is affixed hereto as **Attachment I** and incorporated herein for all purposes.

**SECTION 2.** The City Manager, an Assistant City Manager, or an Assistant to the City Manager, is hereby authorized to execute such documents as are approved by the City Attorney to implement the agreement authorized by this ordinance.

**SECTION 3.** The City Council hereby accepts fee simple title to a 0.8377 acre tract of land out of Longhorn Cement Property No. 1, Tract 9, New City Block 14945, Bexar County Texas.

**SECTION 4.** The proceeds of \$266,300.00 shall be deposited into 43-704000, entitled "1996A Non Taxable C of O Wurzbach Parkway" Index Code 050096.

**SECTION 5.** This Ordinance shall be effective ten days from the date of passage hereof.

**PASSED AND APPROVED** this 25th day of June, 1998.



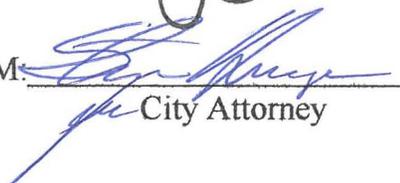
**M A Y O R**  
Howard W. Peak

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

MEETING OF THE CITY COUNCIL

3:30 PM PUBLIC HEARING & ORDINANCE

CONVEYING 6 PARCELS  
OF PROPERTY TO  
ALAMO PARK, INC.

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & MANAGEMENT ANALYSIS
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS - FRANCES GONZALES
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING <i>W/ATTACHMENTS</i>
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA
YOUTH INITIATIVES

AGENDA ITEM NUMBER: \_\_\_\_\_

7B

DATE: \_\_\_\_\_

JUN 25 1998

MOTION: Webster

Marbut

ORDINANCE NUMBER: \_\_\_\_\_

88045

RESOLUTION NUMBER: \_\_\_\_\_

ZONING CASE NUMBER: \_\_\_\_\_

TRAVEL AUTHORIZATION: \_\_\_\_\_

NAME	ROLL	AYE	NAY
ROGER FLORES, II District 1		<u>Absent</u>	
MARIO SALAS District 2		<u>Absent</u>	
DEBRA GUERRERO District 3		<u>✓</u>	
RAUL PRADO District 4		<u>Absent</u>	
RICK VASQUEZ District 5		<u>✓</u>	
JOSE MENENDEZ District 6		<u>✓</u>	
ED GARZA District 7		<u>✓</u>	
ROBERT MARBUT District 8		<u>✓</u>	
TIM BANNWOLF District 9		<u>Absent</u>	
JEFF S. WEBSTER District 10		<u>✓</u>	
HOWARD W. PEAK Mayor		<u>✓</u>	

**FILE**

*"ALAMO PARK, INC."*



20.86 acre tract (the "New Materials Yard") conveyed by Alamo to the City by Special Warranty Deed dated effective August 28, 1996, and recorded under Clerk's file number 96-0135799 in the Official Public Records of Real Property of Bexar County, Texas;

WHEREAS, Alamo desires to acquire the City Property and the Roadway Segment for incorporation into its overall development scheme for the Longhorn Property;

WHEREAS, the City desires to acquire the Alamo Property in order to incorporate it into the New Materials Yard and therefore enable the City to expand the current and contemplated uses of the New Materials Yard;

WHEREAS, the City has obtained appraisals of the City Property, the Roadway Segment and the Alamo Property which conclusively establish that the fair market value of each is as follows:

Upper City Property:	
1.808 acre parcel	\$ 2,500.00
6.188 acre parcel	\$ 67,500.00
Lower City Property:	\$ 155,000.00
Roadway Segment (all parcels):	\$ 15,375.00
Alamo Property:	\$ 3,700.00

WHEREAS, as consideration for the sale of the City Property and the Roadway Segment to Alamo by the City, Alamo is prepared to (i) pay to the City \$266,300.00 and (ii) convey the Alamo Property to the City;

WHEREAS, pursuant to Chapter 272 of the Texas Local Government Code, the City is authorized to convey the City Property and the Roadway Segment to Alamo in exchange for the cash payment and conveyance from Alamo described in the immediately preceding recital without the need for going through a public notice and competitive bidding process; and

WHEREAS, the City and Alamo desire to enter into this Contract in order to reflect their agreements regarding the conveyance by the City to Alamo of the City Property and the Roadway Segment and the conveyance by Alamo to the City of the Alamo Property, upon the terms and conditions as set forth in this Contract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

THAT, subject to and upon the other terms and provisions hereof, the City agrees to convey and exchange the City Property and the Roadway Segment to Alamo in exchange for the Alamo Property and a cash payment from Alamo in the amount of \$266,300.00.

## ARTICLE 1

### Conveyance from the City

Section 1.1 Conveyance. Subject to the terms and provisions hereof, the City agrees to transfer and convey to Alamo the City Property and the Roadway Segment, together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto. The City shall convey the City Property to Alamo by way of a Deed Without Warranty (the "City Property Deed"). The City shall convey the Roadway Segment to Alamo by way of a quitclaim deed (the "Quitclaim Deed").

Section 1.2 Consideration. The total consideration for the conveyance and exchange by the City to Alamo of the City Property plus the Roadway Segment is the conveyance and exchange by Alamo to the City of the Alamo Property, plus the payment by Alamo to the City of the sum of Two Hundred Sixty-Six Thousand Three Hundred and No/100 Dollars (\$266,300.00) (the "Cash Consideration") upon and subject to the terms and provisions set forth in this Contract.

Section 1.3 As-Is. Except as otherwise provided for in this Contract, Alamo acknowledges and agrees that neither the City nor any of its agents or employees has made any written or oral representations or warranties to Alamo relating to the condition of the City Property and the Roadway Segment. THE CONVEYANCE OF THE CITY PROPERTY AND THE ROADWAY SEGMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY (EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY MADE HEREIN) OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND EXCEPT AS PROVIDED HEREIN, THE CITY IS TRANSFERRING THE CITY PROPERTY AND THE ROADWAY SEGMENT COVERED HEREBY AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTY (ALL OF WHICH THE CITY HEREBY DISCLAIMS) AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS. This Section 1.3 shall survive the closing of this transaction and shall not merge into the closing documents.

Section 1.4 Survey. Within ten (10) days from the Effective Date (as hereinafter defined) of this Contract, the City, at the City's sole cost and expense, shall obtain a current new or re-certified boundary survey ("City Survey") of the City Property and the Roadway Segment, containing metes and bounds descriptions of both the City Property and the Roadway Segment. The City Survey shall be sufficient to permit the Title Company to modify, at the City's sole cost and expense, the standard printed exception in the Owner's Policy of Title Insurance covering the City Property and the Roadway Segment pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements, or similar matters. The City Survey shall indicate the location of all improvements on the City Property and the Roadway Segment, if any. Further, the City Survey shall indicate the location of all title exceptions which can be located thereon.

Section 1.5 Title Commitment. Reference is made to the fact that Alamo has been furnished with a commitment ("City Title Commitment") for the issuance of an Owner's Policy of Title Insurance ("City Owner's Policy") covering the City Property and the Roadway Segment issued by Alamo Title Company at Lincoln Heights, 950 E. Basse Road, San Antonio, Texas 78209 ("Title Company") under GF No. 9710410479, with an effective date of November 28, 1997 and an issue date of December 19, 1997, together with legible copies of all documents constituting exceptions to the City's title to the City Property and the Roadway Segment as reflected in the City Title Commitment. Within ten (10) days from the Effective Date of this Contract, the City shall provide Alamo with an update of the City Title Commitment. Alamo shall have a period of thirty (30) days from the last to be delivered of each of the City Survey, the updated City Title Commitment and the documents referred to therein as conditions or exceptions to title to the City Property and the Roadway Segment, in which to review such items and to deliver to the City in writing such objections as Alamo may have to anything contained or set forth in the City Title Commitment, title exception documents or City Survey. Any items to which Alamo does not object within such period shall be deemed to be permitted exceptions with respect to the City Property and the Roadway Segment ("City Permitted Exceptions"). In the event Alamo timely objects to any matter contained in the City Title Commitment, title exception documents and/or the City Survey as hereinabove provided, the City shall have until the time of Closing (as hereinafter defined), within which the City may attempt to cure such objections specified as aforesaid by Alamo; provided, however, the City shall be under no obligation to cure such objections. If, at the time of Closing, the City has been unable or unwilling to cure any such objections as aforesaid, then, and in such event, this Contract shall be terminated, unless Alamo, at Alamo's option, elects either to waive the issuance of the City Owner's Policy or to accept the City Owner's Policy subject to such outstanding title matters, requirements or objections, and to close the purchase upon the execution and delivery by the City of the City Property Deed and Quitclaim Deed subject to the City Permitted Exceptions and any matters waived by Alamo. If Alamo fails to terminate this Contract, Alamo shall be deemed to have waived any such objections, the items to which Alamo objected shall be City Permitted Exceptions, and the transaction contemplated hereby shall be consummated as provided herein.

Section 1.6 Title Policy. At Closing, the City shall furnish Alamo, at the City's sole cost and expense, with a City Owner's Policy issued by the Title Company on the standard form in use in the State of Texas, insuring good and indefeasible title to the City Property and the Roadway Segment in Alamo, subject only to the City Permitted Exceptions, the title objections waived by Alamo and the standard printed exceptions; provided, however, that the City shall cause to be deleted at the City's expense any exceptions as to rights of parties in possession, discrepancies in areas or boundaries or overlapping of improvements or encroachments, and similar matters.

Section 1.7 Condemnation. In the event that prior to the Closing Date, any portion of the City Property or the Roadway Segment which, in Alamo's opinion, is not material to the use of the remainder, shall be condemned or taken by eminent domain by any authority, then in such case, this Contract shall not terminate, but

shall remain in full force and effect, and the City shall assign or pay to Alamo at Closing the City's interest in and to any condemnation award or proceeds from any such proceedings or actions in lieu thereof. In the event of a taking by condemnation or similar proceedings or actions of all of the City Property and the Roadway Segment, or any portion of the City Property or the Roadway Segment which, in Alamo's sole opinion, is material to the use of the remainder, Alamo shall have the option to terminate this Contract upon written notice to the City prior to Closing, in which event neither Alamo nor the City shall have any further right or obligation hereunder except as set forth herein. Should Alamo elect not to exercise its option as provided hereunder, then this Contract shall remain in full force and effect and the City shall assign or pay to Alamo at Closing the City's interest in and to all condemnation awards or proceeds from any such proceedings or actions in lieu thereof. Since the foregoing specific provisions are made with regard to condemnation, the City and Alamo hereby waive the application of Section 5.007 of the Texas Property Code to the exchange covered by this Contract.

#### Section 1.8 Environmental Matters.

(a) For the purposes of this Contract, "Environmental Regulations" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 *et seq.*, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C §1251 *et seq.*, the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001 *et seq.*, the Clean Air Act of 1966, as amended, 42 U.S.C. §7401 *et seq.*, the National Environmental Policy Act of 1975, 42 U.S.C. §4321, the Rivers and Harbours Act of 1899, 33 U.S.C. §401 *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, *et seq.*, the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300(f) *et seq.*, the Texas Solid Waste Disposal Act, Tex. Rev. Civ. Stat. Ann. art. 4477-7, the Texas Water Code Chapters 26 and 27; and the Texas Clean Air Act, Tex. Rev. Civ. Stat. Ann. art 4477-5, and all rules, regulations and guidance documents promulgated or published thereunder, and any state, regional, county or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation, relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling or disposal of polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde, to the treatment, storage, disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives, by-products or other hydrocarbons), to exposure to toxic, hazardous, or other controlled, prohibited or regulated substances, to the transportation, storage, disposal, management or release of gaseous or liquid substances, and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder.

(b) Reference is made to the fact that the City has heretofore obtained, at its sole cost and expense, and has provided to Alamo, a phase-one environmental

site assessment covering the City Property prepared by Pape-Dawson Engineers dated October, 1997 (the "City Environmental Report"). Alamo acknowledges that it has reviewed the City Environmental Report and, subject to the City's removal and proper disposal, at the City's sole cost and expense and prior to Closing, of the water heater dumped on the City Property, as described in pages 12-13 of the City Environmental Report, Alamo hereby waives the right to object to the presence on the City Property of any Environmental Conditions (as hereinafter defined) or to request that the City perform any environmental remediation or clean-up activities with respect to the City Property (other than the trash clean-up required pursuant to Section 1.9 hereof).

(c) **THE CITY HEREBY AGREES TO RELEASE, ACQUIT, AND FOREVER DISCHARGE ALAMO FROM, AND NOT TO SUE ALAMO UPON, ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATSOEVER NATURE, INCLUDING WITHOUT LIMITATION ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR CONTRIBUTION, INDEMNITY, STRICT LIABILITY, OR NEGLIGENCE ON THE PART OF ALAMO,** relating to or in any way arising out of any noncompliance under the Environmental Regulations of the City Property or the Roadway Segment existing prior to or as of the Closing Date, or out of any property damage or personal injury alleged to be caused by Environmental Conditions of the City Property or the Roadway Segment existing prior to or as of the Closing Date, or caused by the City or its agent(s) prior to or after the Closing Date, or the payment of any amounts whether by judgment or by settlement in such suits; **PROVIDED, HOWEVER,** that the foregoing release and covenant not to sue shall not be applicable to the extent of any claims, demands or causes of action which the City is required by law to bring on behalf of the United States of America or the State of Texas under Environmental Regulations of either such governmental entity which require the City to act as the enforcement authority therefor. This paragraph (c) shall survive the Closing or any termination of this Contract.

(d) Nothing contained in this Section 1.8 is intended or shall operate to alter, limit or define in any manner the provisions of Section 1.3 hereof. Without limiting the foregoing, neither the disclosure by the City Environmental Report or any other report of any Environmental Condition affecting any portion of the City Property or the Roadway Segment nor the City's undertaking or failure to undertake any environmental remediation activities with respect to the City Property or the Roadway Segment shall operate to limit the fact that at Closing Alamo will take title to the City Property and the Roadway Segment in their then-present environmental condition, "As Is," "Where Is" and "With All Faults."

Section 1.9 Removal of Trash. The City agrees, at the City's sole cost and expense, to remove, prior to Closing, all significant items of trash, debris and other refuse located upon the City Property and the Roadway Segment; provided, however, that the foregoing provision shall not require the City to remove any vegetation, soil, fill materials, structures, slabs or any asphalt or other paving materials or base materials located within the City Property or the Roadway Segment, unless otherwise required pursuant to Section 1.8 hereof.

Section 1.10 Flood Plain/Beitel Creek. The City and Alamo recognize and understand that Beitel Creek traverses the City Property and a portion of the City Property is located within the 100 year floodplain. After Closing, Alamo intends to reclaim as much of the City Property as possible from the existing Beitel Creek channel and the 100 year floodplain, so that such property can be used for buildings and structures. In that regard, Alamo shall have the right to seek approval for a land use plan and plat for the City Property that provides for the maximum reclamation of land from the existing Beitel Creek channel and the 100 year floodplain (through, among other things, landfill and channelization) without reducing the overall volumetric or flowage capacity of Beitel Creek or the floodplain.

Section 1.11 Abandonment of Roadway Segment. Reference is made to the fact that the Roadway Segment is presently occupied and used by a portion of the publicly dedicated street known as Schertz Road, and located within the Roadway Segment are various public utilities, including gas, water, sewer, electric and telephone lines and related equipment and appurtenances. From and after the Effective Date, Alamo shall undertake to cause the utilities currently using the Roadway Segment to agree to relocate to alternate locations either within the new Thousand Oaks right-of-way or within a new easement or easements to be granted by Alamo on the Longhorn Property. Either contemporaneously with the approval of this Contract by the City Council of the City of San Antonio or within thirty (30) days from and after the Effective Date, the City shall permanently abandon the Roadway Segment; provided, however, that concurrently with such abandonment the City shall grant non-exclusive easement rights upon, over, above and beneath the Roadway Segment in favor of any utilities that have not, as of the date of such abandonment, abandoned their use of the Roadway Segment. In the event that the Roadway Segment is still being used by one or more of such utilities at Closing, such utility easements within the Roadway Segment shall constitute Permitted Exceptions hereunder and the Roadway Segment shall be conveyed to Alamo by the Quitclaim Deed subject to such utility easements; provided, however, that the City shall thereafter cooperate and assist Alamo in securing the relocation of all utilities still using such easements within the Roadway Segment and in obtaining appropriate releases of such easements by all such utilities, and provided, further, that the City shall not be responsible for paying any of the costs of such utility relocations. In furtherance of the foregoing, the City hereby expressly consents to the relocation of any or all of the utilities currently located in the Roadway Segment to the new Thousand Oaks right-of-way, provided such relocation is performed in accordance with City standards and other applicable law.

Section 1.12 Easement Under Wurzbach Parkway. The City agrees to cooperate with Alamo in Alamo's efforts to obtain from the State of Texas, acting by and through the Texas Department of Transportation (or such other state agency as may have jurisdiction over such matters) a permanent, perpetual and exclusive easement (the "Easement") over, across and beneath that certain parcel of land consisting of 1.296 acres, more or less, more particularly described in Exhibit E attached hereto and made a part hereof for all purposes, for the purpose of crossing the right-of-way for the Wurzbach Parkway (beneath an elevated portion of the Wurzbach Parkway) to provide ingress to, egress from and access between the

approximately 1.808 acre portion of the Upper City Property described in Exhibit B-1 and the approximately 6.188 acre portion of the Upper City Property described in Exhibit B-2. Further, should the City for any reason take title to the property described in Exhibit E prior to the grant of such easement by the State of Texas, the City agrees that it will grant such easement to Alamo.

Section 1.13 Access Between Roadway Segment and Wurzbach Parkway. The City agrees that it will not object to or seek to have deleted or changed in the plans for the construction of Wurzbach Parkway the presently planned access points between the southbound lane of the Wurzbach Parkway and the Roadway Segment, as depicted on Exhibit F attached hereto and made a part hereof for all purposes.

Section 1.14 Railroad Crossing. The City Property is bounded, in part, by a spur of the Missouri Pacific Railroad line. Should Alamo so elect, the City agrees to cooperate with Alamo, at Alamo's sole cost and expense, in seeking to obtain a grade-level crossing or other type of crossing of such spur line.

## ARTICLE 2

### Conveyance from Alamo

Section 2.1 Conveyance. Subject to the terms and provisions hereof, Alamo agrees to transfer and convey to the City the Alamo Property, together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto. Alamo shall convey the Alamo Property to the City by way of a Special Warranty Deed (the "Alamo Deed"). Because the sole consideration for Alamo's conveyance of the Alamo Property to the City is the conveyance by the City to Alamo of the City Property and the Roadway Segment (as set forth in Section 2.2 below), the Alamo Deed shall provide that in the event of a failure of such consideration (as a result of failure of fee simple title to the City Property and the Roadway Segment to be or remain vested in Alamo at any time from and after the Closing, or for any other reason) arising at any time within the first five (5) years from and after the date of the Alamo Deed, fee simple title to the Alamo Property shall ipso facto revert to Alamo. If such failure of consideration arises more than five (5) years after the date of the Deed, title to the Alamo Property shall not so revert to Alamo, but Alamo shall retain all other rights and remedies available to it at law and in equity. Nothing in the foregoing two sentences is intended, or shall operate, as a waiver by the City of any rights it may have to enforce the warranties made by Alamo (whether expressly or by operation of law) in the Alamo Deed.

Section 2.2 Consideration. The total consideration for the conveyance and exchange by Alamo to the City of the Alamo Property is the conveyance and exchange by the City to Alamo of the City Property and the Roadway Segment, upon and subject to the terms and provisions set forth in this Contract.

Section 2.3 As-Is. Except as otherwise provided for in this Contract, the City acknowledges and agrees that neither Alamo nor any of its agents or employees has made any written or oral representations or warranties to the City relating to the condition of the Alamo Property. THE CONVEYANCE OF THE ALAMO PROPERTY IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY (EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY MADE HEREIN) OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND EXCEPT AS PROVIDED HEREIN, ALAMO IS TRANSFERRING THE ALAMO PROPERTY COVERED HEREBY AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTY (ALL OF WHICH ALAMO HEREBY DISCLAIMS) AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS. This Section 2.3 shall survive the closing of this transaction and shall not merge into the closing documents.

Section 2.4 Survey. Within ten (10) days from the Effective Date of this Contract, Alamo, at Alamo's sole cost and expense, shall deliver or cause to be delivered to the City a current new or re-certified boundary survey ("Alamo Survey") of the Alamo Property, containing a metes and bounds description of the Alamo Property. The Alamo Survey shall (i) provide a reference "Point of Commencement" and/or "Point of Beginning" to a permanently monumented intersection of a dedicated public right-of-way, (ii) annotate and reference the New Materials Yard, as referenced in the recitals of this Contract, and (iii) be sufficient to permit the Title Company to modify, at Alamo's sole cost and expense, the standard printed exception in the Owner's Policy of Title Insurance covering the Alamo Property pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements, or similar matters. The Alamo Survey shall indicate the location of all improvements on the Alamo Property, if any. Further, the Alamo Survey shall indicate the location of all title exceptions which can be located thereon.

Section 2.5 Title Commitment. Reference is made to the fact that the City has been furnished with a commitment ("Alamo Title Commitment") for the issuance of an Owner's Policy of Title Insurance ("Alamo Owner's Policy") covering the Alamo Property issued by Alamo Title Company at Lincoln Heights, 950 E. Basse Road, San Antonio, Texas 78209 ("Title Company") under GF No. 9710410480, with an effective date of November 28, 1997 and an issue date of December 16, 1997, together with legible copies of all documents constituting exceptions to Alamo's title to the Alamo Property as reflected in the Alamo Title Commitment. Within ten (10) days from the Effective Date of this Contract, Alamo shall provide the City with an update of the Alamo Title Commitment. The City shall have a period of thirty (30) days from the last to be delivered of each of the Alamo Survey, Alamo Commitment and the documents referred to therein as conditions or exceptions to title to the Alamo Property, in which to review such items and to deliver to Alamo in writing such objections as the City may have to anything contained or set forth in the Alamo Commitment, title exception documents or Alamo Survey. Any items to which the City does not object within such period shall be deemed to be permitted exceptions

with respect to the Alamo Property ("Alamo Permitted Exceptions"). In the event the City timely objects to any matter contained in the Alamo Commitment, title exception documents and/or the Alamo Survey as hereinabove provided, Alamo shall have until the time of Closing within which Alamo may attempt to cure such objections specified as aforesaid by the City; provided, however, Alamo shall be under no obligation to cure such objections. If, at the time of Closing, Alamo has been unable or unwilling to cure any such objections as aforesaid, then, and in such event, this Contract shall be terminated, unless the City at the City's option, elects either to waive the issuance of the Alamo Owner's Policy or to accept the Alamo Owner's Policy subject to such outstanding title matters, requirements or objections, and to close the purchase upon the execution and delivery by Alamo of the Alamo Deed subject to the Alamo Permitted Exceptions and any matters waived by the City. If the City fails to terminate this Contract, the City shall be deemed to have waived any such objections, the items to which the City objected shall be Alamo Permitted Exceptions, and the transaction contemplated hereby shall be consummated as provided herein.

Section 2.6 Owner's Policy. At Closing, Alamo shall furnish the City, at Alamo's sole cost and expense, with a Alamo Owner's Policy issued by the Title Company on the standard form in use in the State of Texas, insuring good and indefeasible title to the Alamo Property in the City, subject only to the Alamo Permitted Exceptions, the title objections waived by the City, and the standard printed exceptions; provided, however, that Alamo shall cause to be deleted at Alamo's expense any exceptions as to rights of parties in possession, discrepancies in areas or boundaries or overlapping of improvements or encroachments, and similar matters.

Section 2.7 Condemnation. In the event that prior to the Closing Date, any portion of the Alamo Property which, in the City's opinion, is not material to the use of the remainder, shall be condemned or taken by eminent domain by any authority, then in such case, this Contract shall not terminate, but shall remain in full force and effect, and Alamo shall assign or pay to the City at Closing Alamo's interest in and to any condemnation award or proceeds from any such proceedings or actions in lieu thereof. In the event of a taking by condemnation or similar proceedings or actions of all of the Alamo Property, or any portion of the Alamo Property which, in the City's sole opinion, is material to the use of the remainder, the City shall have the option to not acquire the Alamo Property by giving written notice to Alamo prior to Closing, in which event Alamo shall still be entitled to acquire the City Property and the Roadway Segment in accordance with the terms hereof, except that the Cash Consideration shall be increased by an amount equal to the appraised value of the Alamo Property as set forth in the recitals hereof. Should the City elect not to exercise its option as provided hereunder, then this Contract shall remain in full force and effect and Alamo shall assign or pay to the City at Closing Alamo's interest in and to all condemnation awards or proceeds from any such proceedings or actions in lieu thereof. Since the foregoing specific provisions are made with regard to condemnation, the City and Alamo hereby waive the application of Section 5.007 of the Texas Property Code to the exchange covered by this Contract.

Section 2.8 Environmental Matters.

(a) Reference is made to the fact that Alamo has heretofore obtained, at its sole cost and expense, and has provided to the City, a phase-one environmental site assessment covering the Alamo Property prepared by Pape-Dawson Engineers dated October, 1997 (the "Alamo Environmental Report"). The City acknowledges that it has reviewed the Alamo Environmental Report, and the City hereby waives the right to object to the presence on the Alamo Property of any Environmental Conditions or to request that Alamo perform any environmental remediation or clean-up activities with respect to the Alamo Property (other than the trash clean-up required pursuant to Section 2.9 hereof).

(b) **ALAMO HEREBY AGREES TO RELEASE, ACQUIT, AND FOREVER DISCHARGE THE CITY FROM, AND NOT TO SUE THE CITY UPON, ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATSOEVER NATURE, INCLUDING WITHOUT LIMITATION ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR CONTRIBUTION, INDEMNITY, STRICT LIABILITY, OR NEGLIGENCE ON THE PART OF THE CITY,** relating to or in any way arising out of any noncompliance under the Environmental Regulations of the Alamo Property existing prior to or as of the Closing Date, or out of any property damage or personal injury alleged to be caused by Environmental Conditions of the Alamo Property existing prior to or as of Closing Date, or caused by Alamo or its agent(s) prior to or after the Closing Date, or the payment of any amounts whether by judgment or by settlement in such suits. This paragraph (b) shall survive the Closing or any termination of this Contract.

(c) Nothing contained in this Section 2.8 is intended or shall operate to alter, limit or define in any manner the provisions of Section 2.3 hereof. Without limiting the foregoing, neither the disclosure by the Alamo Environmental Report or any other report of any Environmental Condition affecting any portion of the Alamo Property nor Alamo's undertaking or failure to undertake any environmental remediation activities with respect to the Alamo Property shall operate to limit the fact that at Closing the City will take title to the Alamo Property in its then-present environmental condition, "As Is," "Where Is" and "With All Faults."

Section 2.9 Removal of Trash. Alamo agrees, at the Alamo's sole cost and expense, to remove, prior to Closing, all significant items of trash, debris and other refuse located upon the Alamo Property; provided, however, that the foregoing provision shall not require Alamo to remove any vegetation, soil, fill materials, structures, slabs or any asphalt or other paving materials or base materials located within the Alamo Property, unless otherwise required pursuant to Section 2.8 hereof.

## ARTICLE 3

### Right of Access for Studies and Inspections

During the period from the Effective Date until Closing, the City and its representatives shall have access to the Alamo Property and Alamo and its representatives shall have access to the City Property and the Roadway Segment, each at its sole cost and expense, for the purposes of inspecting such properties and conducting any and all engineering and economic feasibility studies (including, without limitation, soil tests, environmental site assessments, topographical studies and structural tests) which either may, at its sole discretion, deem necessary to determine whether or not the property to be acquired by it hereunder is engineeringly and economically suitable for its intended use. In addition, each may, during such time, seek to obtain all governmental authorizations and permits necessary for its intended use of such property, including, without limitation, zoning and subdivision confirmations, (collectively the "Permits"). The City shall restore the Alamo Property to as near its original condition as is reasonably practicable upon completion of all such tests and inspections performed by the City or its representatives, and Alamo shall restore the City Property and the Roadway Segment to as near their original condition as is reasonably practicable upon completion of such tests and inspections. All access to and use of the Alamo Property by the City in accordance with the foregoing-granted right-of-entry shall be performed in such a manner as to minimize interference with Alamo's use of the Longhorn Property, and all access to and use of the City Property and the Roadway Segment by Alamo in accordance with the foregoing-granted right-of-entry shall be performed in such a manner as to minimize interference with the City's use of the City Property and the Roadway Segment, as well as the public's use of the Roadway Segment. The City shall not be responsible or liable for any injury to or death of any person or any property damage arising as a result of or in connection with the actions of Alamo or any of its agents, employees, representatives or contractors with respect to the City Property or the Roadway Segment, and Alamo shall not be responsible or liable for any injury to or death of any person or any property damage arising as a result of or in connection with the actions of the City or any of its agents, employees, representatives or contractors with respect to the Alamo Property.

## ARTICLE 4

### Representations

Section 4.1 City Representations. The City makes the following representations in favor of Alamo, as of the date of this Contract:

(a) Possession. Except with respect to existing easements for public utilities within the Roadway Segment and the use of the Roadway Segment as a publicly dedicated street, no person other than the City is in possession of any portion of the City Property or the Roadway Segment.

(c) Contracts. During the contract period, the City will not enter into any oral or written agreements affecting the City Property or the Roadway Segment or permit any other agreements, encumbrances, liens, or restrictions to attach to the City Property or the Roadway Segment which might become binding upon Alamo or the City Property or the Roadway Segment after Closing.

(d) No Leases. Neither the City Property nor the Roadway Segment is now in whole or in part under lease to any person.

(e) Pending Actions. The City has not received any notice of any actual or pending action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting the City Property or the Roadway Segment that would in any way constitute a lien, claim or obligation of any kind against the City Property or the Roadway Segment.

(f) Notices From Agencies. The City has not received any notice of any breach of any law or regulation of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, with respect to the City Property or the Roadway Segment.

(g) Authority. The City has all requisite power and authority to enter into and perform this Contract. The execution of this Contract, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of the City hereunder and under any and all other agreements and instruments herein mentioned to which the City is a party have been duly authorized by requisite municipal action and are enforceable against the City in accordance with their respective terms. The individuals executing this Agreement on behalf of the City are authorized to act for and on behalf of and to bind the City in connection with this Contract.

(h) No Access. Alamo acknowledges that the City Property has no access to any public road or street.

Section 4.2 Alamo Representations. Alamo makes the following representations in favor of the City, as of the date of this Contract:

(a) Possession. No person other than Alamo is in possession of the Alamo Property.

(b) Contracts. During the contract period, Alamo will not enter into any oral or written agreements affecting the Alamo Property or permit any other

agreements, encumbrances, liens, or restrictions to attach to the Alamo Property which might become binding upon the City or the Alamo Property after closing.

(c) No Leases. The Alamo Property is not now in whole or in part under lease to any person.

(d) Pending Actions. Alamo has not received any notice of any actual or pending action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting the Alamo Property that would in any way constitute a lien, claim or obligation of any kind against the Alamo Property.

(e) Condemnation. Alamo has not received any notice of any condemnation or similar proceedings or assessments affecting the Alamo Property or any part thereof.

(f) Notices From Agencies. Alamo has not received any notice of any breach of any law or regulation of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, with respect to the Alamo Property.

(g) Authority. Alamo has all requisite power and authority to enter into and perform this Contract. The execution of this Contract, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Alamo hereunder and under any and all other agreements and instruments herein mentioned to which Alamo is a party have been duly authorized by requisite corporate action and are enforceable against Alamo in accordance with their respective terms. The individuals executing this Contract on behalf of Alamo are authorized to act for and on behalf of and to bind Alamo in connection with this Contract.

Section 4.3 No Waiver. The parties expressly agree that nothing contained in this Article 4 shall affect or restrict the warranty disclaimers set forth in Sections 1.3 and 2.3 hereof.

## ARTICLE 5

### Closing

Section 5.1 Closing Date. The closing ("Closing") hereunder shall take place at the office of the Title Company. The date of Closing ("Closing Date") shall be such date as is agreed to between the City and Alamo, but in no event shall the Closing Date be later than forty-five (45) days following the Effective Date, unless Alamo and the City agree otherwise.

Section 5.2 City Closing Documents. At the Closing, the City shall deliver or cause to be delivered to Alamo, at the City's sole cost and expense, each of the following items:

(a) The City Property Deed, duly executed and acknowledged by the City, and in form for recording, conveying title in the City Property to Alamo free and clear of all restrictions, encumbrances and title exceptions, except the applicable City Permitted Exceptions and any title matters waived by Alamo;

(b) The Quitclaim Deed, duly executed and acknowledged by the City, and in form for recording, conveying title in the Roadway Segment to Alamo, free and clear of all restrictions, encumbrances and title exceptions, except the applicable City Permitted Exceptions (including, without limitation, the utility easements in the Roadway Segment granted by the City in accordance with Section 1.11 hereof, unless, as of the Closing Date all utilities have released the same) and any title matters waived by Alamo;

(c) If the City takes title to the property described in Exhibit E prior to Closing, an instrument in a form reasonable acceptable to Alamo granting Alamo and its successors and assigns the easement interests described in Section 1.12 hereof.

(d) The City Owner's Policy in the form specified in Section 1.6 hereof;

(e) Such evidence or documents as may reasonably be required by Alamo or the Title Company evidencing the status and capacity of the City and the authority of the person or persons who are executing the various documents on behalf of the City in connection with the conveyance of the City Property and the Roadway Segment; and

(f) All additional documents and instruments as in the opinion of the City's and Alamo's counsel are reasonably necessary to the proper consummation of this transaction.

Section 5.3 Alamo Closing Documents. At the Closing, Alamo shall deliver or cause to be delivered to the City, at Alamo's sole cost and expense, each of the following items:

(a) The Alamo Deed duly executed and acknowledged by Alamo, and in form for recording, conveying title in the Alamo Property to the City with a special warranty, free and clear of all restrictions, encumbrances and title exceptions, except the Alamo Permitted Exceptions and any title matters waived by the City;

(b) The Cash Consideration;

(c) The Alamo Owner's Policy in the form specified in Section 2.6 hereof;

(d) Such evidence or documents as may reasonably be required by the City or the Title Company evidencing the status and capacity of Alamo and the authority of the person or persons who are executing the various documents on behalf of Alamo in connection with the sale of the Alamo Property; and

(e) All additional documents and instruments as in the opinion of the City's and Alamo's counsel are reasonably necessary to the proper consummation of this transaction.

Section 5.4 Taxes. At Closing, ad valorem taxes for the City Property and the Roadway Segment and the Alamo Property for the current calendar year shall be prorated to the Closing Date. Such proration of taxes shall be based upon taxes actually assessed for the current calendar year. If, for any reason, ad valorem taxes for the current calendar year have not been assessed on the City Property and the Roadway Segment or the Alamo Property, such proration shall be estimated based upon ad valorem taxes for the immediately preceding calendar year, with an adjustment being made between the City and Alamo when the current year's taxes are known. It is anticipated that Section 26.11 of the Texas Tax Code will apply to the Alamo Property.

Section 5.5 Possession. Possession of the City Property and the Roadway Segment shall be delivered to Alamo by the City at the Closing, subject only to the City Permitted Exceptions, any title matters waived by Alamo, and such rights of others as have been expressly disclosed herein, including, without limitation, any utility easement rights granted by the City under Section 1.11 hereof (unless, as of the Closing Date, all utilities have released such easement rights). Possession of the Alamo Property shall be delivered to the City by Alamo at the Closing, subject only to the Alamo Permitted Exceptions and any title matters waived by the City, and such rights of others as have been expressly disclosed herein.

Section 5.6 Expenses. Any escrow fee charged by the Title Company shall be split between Alamo and the City. Each party will pay its own attorney's fees. All other bills or charges pertaining to the City Property and the Roadway Segment as of the Closing Date shall be paid by the City at or prior to Closing. All other bills or charges pertaining to the Alamo Property as of the Closing Date shall be paid by Alamo at or prior to Closing.

## ARTICLE 6

### Remedies and Default

Should the transactions herein contemplated not be completed through default on the part of the City, then Alamo shall be entitled, as its sole and exclusive remedy, to terminate this Contract; and should the transactions contemplated hereby not be completed through default on the part of Alamo, then the City shall be entitled, as its sole and exclusive remedy, to terminate this Contract.

## ARTICLE 7

### Miscellaneous

Section 7.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, or (d) prepaid telegram, telex or facsimile transmission (provided that such telegram, telex or facsimile transmission is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to Alamo:                    Alamo Park, Inc.  
   P. O. Box 34807  
   San Antonio, Texas 78265  
   6055 W. Green Mountain Road  
   San Antonio, Texas 78266  
   Attn: Mr. Allen Walsh

Telephone: (210) 208-1880  
Facsimile: (210) 208-1881

with a copy to:                Les Caldwell  
   Fulbright & Jaworski L.L.P.  
   300 Convent, Suite 2200  
   San Antonio, Texas 78205

Telephone: (210) 224-5575  
Facsimile: (210) 270-7205

If to the City:                 City of San Antonio  
   P.O. Box 839966  
   San Antonio, Texas 78283-3966  
   114 W. Commerce Street, 6th Floor  
   San Antonio, Texas 78205  
   Attn: City Clerk

Telephone: (210) 207-7253  
Facsimile: (210) 207-4406

with a copy to:

City of San Antonio  
Office of the City Attorney  
P.O. Box 839966  
San Antonio, Texas 78283  
100 S. Flores, 3rd Floor  
San Antonio, Texas 78205  
Attn: Mr. Steve Arronge

Telephone: (210) 207-8954  
Facsimile: (210) 207-8940

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been received either at the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Mail or expedited delivery service in the manner provided herein, or in the case of telegram, telex or facsimile transmission, at the time transmitted. Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

Section 7.2 For the purpose of determining the time for performance of various obligations under this Contract, the Effective Date (herein so called) of this Contract shall be the date that this Contract is fully executed by the City and Alamo.

Section 7.3 It is mutually agreed by the parties hereto that any provision contained in this Contract which shall by its nature impose any obligation or duty upon any party hereto, or give any right or benefit to any party hereof, continuing beyond the date of Closing, such provision will not be canceled and considered merged into the final instruments executed at Closing, but will instead survive the Closing and will continue in full force and effect.

Section 7.4 Subject to the limitations of Section 7.6 hereof, this Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns.

Section 7.5 The obligations of the parties hereto are and shall be performable in Bexar County, Texas. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns".

Section 7.6 Alamo shall not have the right to assign this Contract or any of its rights hereunder to any third party, firm, corporation or entity at any time without the prior written consent of the City. The City shall not have the right to

assign this Contract or any of its rights hereunder to any third party, firm, corporation or entity at any time without the prior written consent of Alamo.

Section 7.7 Each person executing this Contract represents that he is fully authorized to do so.

Section 7.8 Alamo and the City shall each be responsible for any claim by any broker or agent or other person on the basis of any arrangements or agreements; if any, made or alleged to have been made by or on behalf of each of them, respectively, in respect to the transactions herein contemplated.

Section 7.9 Time is of the essence of this Contract.

Section 7.10 The descriptive headings of the several Articles, Sections and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 7.11 This Contract, including the Exhibits hereto, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

Section 7.12 Should the calculation of any of the various time periods provided for herein result in either an obligation becoming due on a Saturday, Sunday or legal holiday or a date otherwise of particular significance occurring on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

Section 7.13 Numerous copies of this Contract have been executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

Section 7.14 This Contract may not be modified or amended, except by an agreement in writing signed by the City and Alamo. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

[ *Remainder Of This Page Intentionally Left Blank* ]

EXECUTED on this 16<sup>th</sup> day of JULY, 19 98.

The City:

THE CITY OF SAN ANTONIO, a municipal corporation of the County of Bexar and State of Texas

By:   
Name: ROLANDO BANO  
Title: ASSISTANT CITY MANAGER

AS TO FORMS  
Approved by the City Attorney:

By:   
Name: STEVEN ARONOFF  
Title: DEPUTY CITY ATTORNEY

Alamo:

ALAMO PARK, INC., a Texas corporation

By:   
Name: ALLEN WALSH  
Title: PRES.

- Exhibit A-1 -- Lower City Property (metes and bounds)
- Exhibit A-2 -- Lower City Property (graphic depiction)
- Exhibit B-1 -- Upper City Property (1.808 acre parcel) (metes and bounds)
- Exhibit B-1(a) -- Upper City Property (1.808 acre parcel) (graphic depiction)
- Exhibit B-2 -- Upper City Property (6.188 acre parcel) (metes and bounds)
- Exhibit B-2(a) -- Upper City Property (6.188 acre parcel) (graphic depiction)
- Exhibit C-1 -- Roadway Segment (4.893 acre parcel) (metes and bounds)
- Exhibit C-1(a) -- Roadway Segment (4.893 acre parcel) (graphic depiction)
- Exhibit C-2 -- Roadway Segment (0.8589 acre parcel) (metes and bounds)
- Exhibit C-2(a) -- Roadway Segment (0.8589 acre parcel) (graphic depiction)
- Exhibit C-3 -- Roadway Segment (2.015 acre parcel) (metes and bounds)
- Exhibit C-3(a) -- Roadway Segment (2.015 acre parcel) (graphic depiction)
- Exhibit D -- Alamo Property
- Exhibit E -- Easement Parcel
- Exhibit F -- Access Points Between Wurzbach Parkway and Roadway Segment

FIELD NOTES  
FOR

A 25.78 acres, or 1,123,000 square feet tract of land out of the Mario Antonio De Los Santos Survey No. 306, Abstract 135, County Block 5034 now in New City Block (N.C.B.) 14945 of the City of San Antonio, Bexar County, Texas. Said 25.78 acres being further described by metes and bounds as follows:

**BEGINNING:** At a point in the existing south right-of-way line of Schertz Road, a 110-foot right-of-way, said point also being in the west right-of-way line of the Missouri Pacific Railroad, a 100-foot right-of-way;

**THENCE:** S 16°47'25" W, along said west right-of-way line of the Missouri Pacific Railroad, a distance of 438.81 feet to a point of curvature;

**THENCE:** Southerly, and southwesterly, with a curve to the right, said curve having a radius of 3069.13 feet, a central angle of 12°43'27", a chord bearing and distance of S 23°09'08" W, 680.18 feet, and an arc length of 681.58 feet to a point of tangency;

**THENCE:** S 29°30'51" W, a distance of 1178.17 feet to a point for the southeastern corner of the herein described tract;

**THENCE:** S 89°34'44" W, departing said Missouri Pacific Railroad right-of-way line, and along the Missouri Pacific Railroad, Longhorn Spur, a 100-foot right-of-way, a distance of 54.15 feet to a point on a non-tangent curve;

**THENCE:** Southwesterly, and westerly with a curve to the right, said curve having a radial bearing of N 38°51'26" W, a radius of 619.64 feet, a central angle of 17°13'02", a chord bearing and distance of S 59°45'05" W, 185.50 feet, and an arc length of 186.20 feet to a point of tangency;

**THENCE:** S 68°21'36" W, a distance of 377.37 feet to a point on a non-tangent curve for the southwestern corner of the herein described tract, said tract being in the south line of an existing 256.80-foot drainage easement as recorded in Volume 4212, Page 739 of the Official Public Records of Real Property of Bexar County, Texas;

FIELD NOTES

25.78 Acres

Page 2 of 2

THENCE: Northerly, and northeasterly departing said north right-of-way line and along said south easement line, with a curve to the right, said curve having a radial bearing of N 74°27'05" E, a radius of 471.60 feet, a central angle of 75°32'07", a chord bearing and distance of N 22°13'09" E, 577.67 feet, and an arc length of 621.73 feet to a point of intersection with a non-tangent line;

THENCE: N 29°32'29" E, departing said south line, a distance of 1114.24 feet to a point of curvature;

THENCE: Northeasterly, and northerly, with a curve to the left, said curve having a radius of 2364.93 feet, a central angle of 12°45'29", a chord bearing and distance of N 23°09'45" E, 525.51 feet, and an arc length of 526.60 feet to a point of intersection with a non-tangent line;

THENCE: N 16°47'02" E, a distance of 323.08 feet to a point in the south right-of-way line of Schertz Road for the northwest corner of the herein described tract;

THENCE: N 89°07'49" E, a distance of 472.01 feet to the POINT OF BEGINNING for the northeast corner of the herein described tract, and containing 25.78 acres in the City of San Antonio, Bexar County, Texas.

**These field notes were prepared without the benefit of a field survey.  
Therefore, no iron pins were set.**

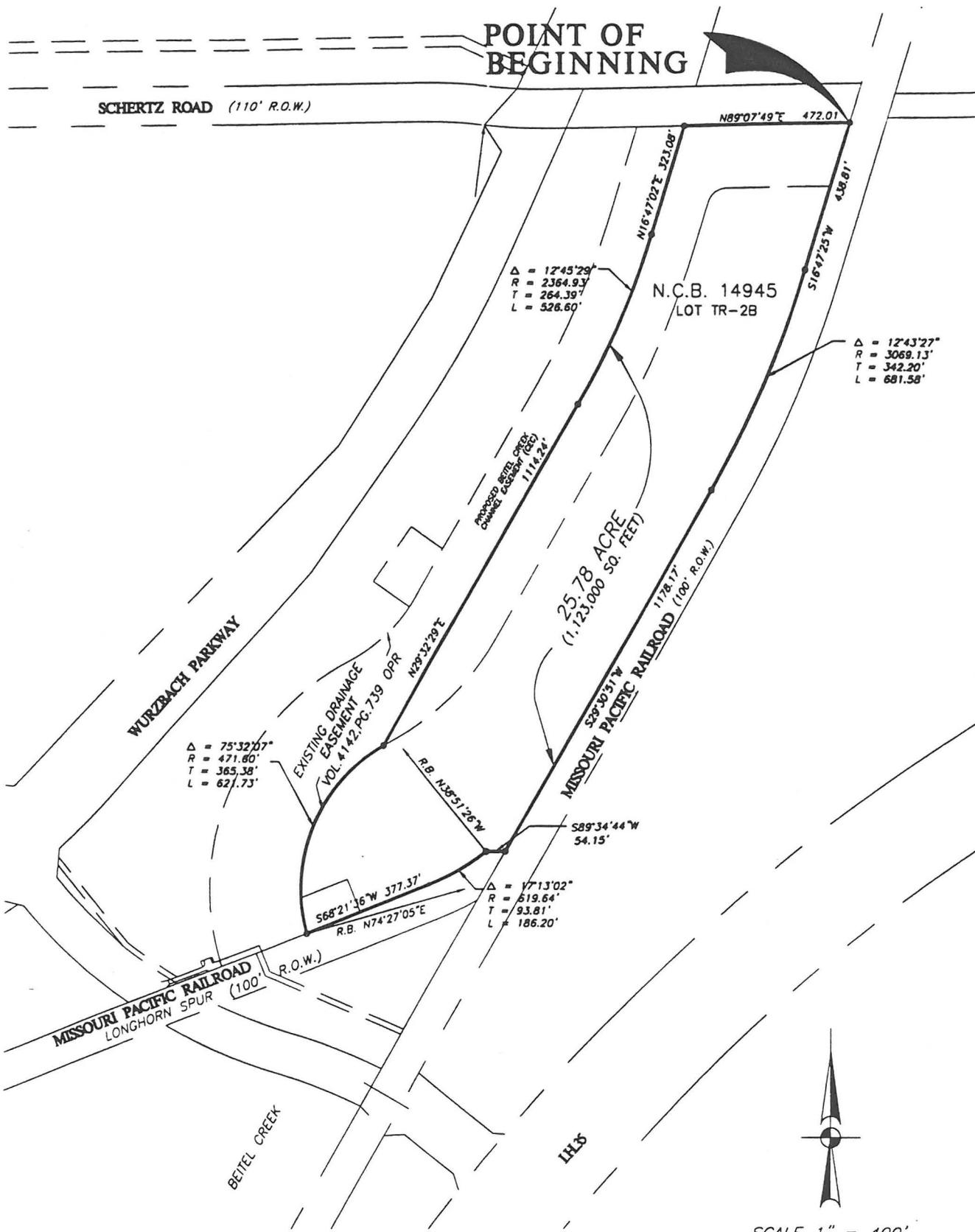
Prepared by: Pape-Dawson Engineers, Inc.

Job No: 3633-00

Date: October 1, 1997

Doc Id: 3633\00\WORD\FIELD NOTES\970926A3

EXHIBIT A-2



**PAPE-DAWSON** **ENGINEERS**  
 CIVIL & ENVIRONMENTAL

SAN ANTONIO TEXAS 78216

555 EAST RAMSEY 210-375-8000

EXHIBIT OF

A 25.78 ACRE, OR 1,123,000 SQUARE FEET TRACT OF LAND OUT OF THE MARIO ANTONIO DE LOS SANTOS NO. 30, ABSTRACT 135, COUNTY BLOCK 5034 NOW IN CITY BLOCK (N.C.B.) 14945 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

K:\3633\00\DESIGN\EX-3633B4.DWG



FIELD NOTES  
FOR

A 1.808 acre of land being out of the John Neill Survey No. 305, Abstract 551, County Block 5035, New City Block (N.C.B.) 14941, in the City of San Antonio, Bexar County, Texas, said 1.808 acre of land being out of a 11.052 acre tract which was conveyed to Neill Boldrick, Jr., David M. Wallace, Glenn G. Mortimer, Jr., and A. Schreiner Harrison by deed recorded November 10, 1976, in Volume 7961, Pages 576 through 580 of the Deed Records of Bexar County, Texas, said 1.808 acre of land, being more further described by metes and bounds as follows:

**BEGINNING:** At a point in the existing west right-of-way line of the Missouri Pacific Railroad, a 100' right-of-way, said point being the southeast corner of Lot 16, N.C.B. 14941, known as Northeast Industrial Park Unit-1A, as recorded in Volume 9508, Page 29 of the Deed and Plat Records of Bexar County, Texas, and the northeast corner of herein described tract;

**THENCE:** S 16°47'25" W, a distance of 24.72 feet along the west right-of-way line of the Missouri Pacific Railroad to a point on the proposed north right-of-way line of P.A.S.S. Project 1502-03 (Wurzbach Parkway) as recorded in Volume 6942, Page 1763-1769 of the Official Public Records of Real Property of Bexar County, Texas;

**THENCE:** S 59°51'00" W, along said proposed north right-of-way line, a distance of 478.13 feet to a point;

**THENCE:** N 30°09'00" W, continuing along said north right-of-way line, a distance of 55.00 feet to a point;

**THENCE:** S 59°51'00" W, a distance of 122.10 feet to a point on the west property line a 63.090 acre tract of land know as Longhorn Cement Company Tract-2, as recorded in Volume 4144, Pages 2057 through 2096 of the Deed Records of Bexar County, Texas;

**THENCE:** N 16°47'25" E, a distance of 281.80 feet along said west property line to a point, said point being in the south property line of Lot 15, N.C.B. 14941, Northeast Industrial Park, Unit 1A as recorded in Volume 9508, Page 29 of the Deed and Plat Records of Bexar County, Texas;

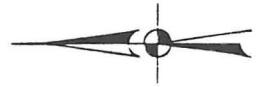
**PAPE-DAWSON ENGINEERS, INC.**

THENCE: N 89°03'17" E, a distance of 472.45 feet along said south property line to the POINT OF BEGINNING and containing 1.808 acres of land in Bexar County, Texas.

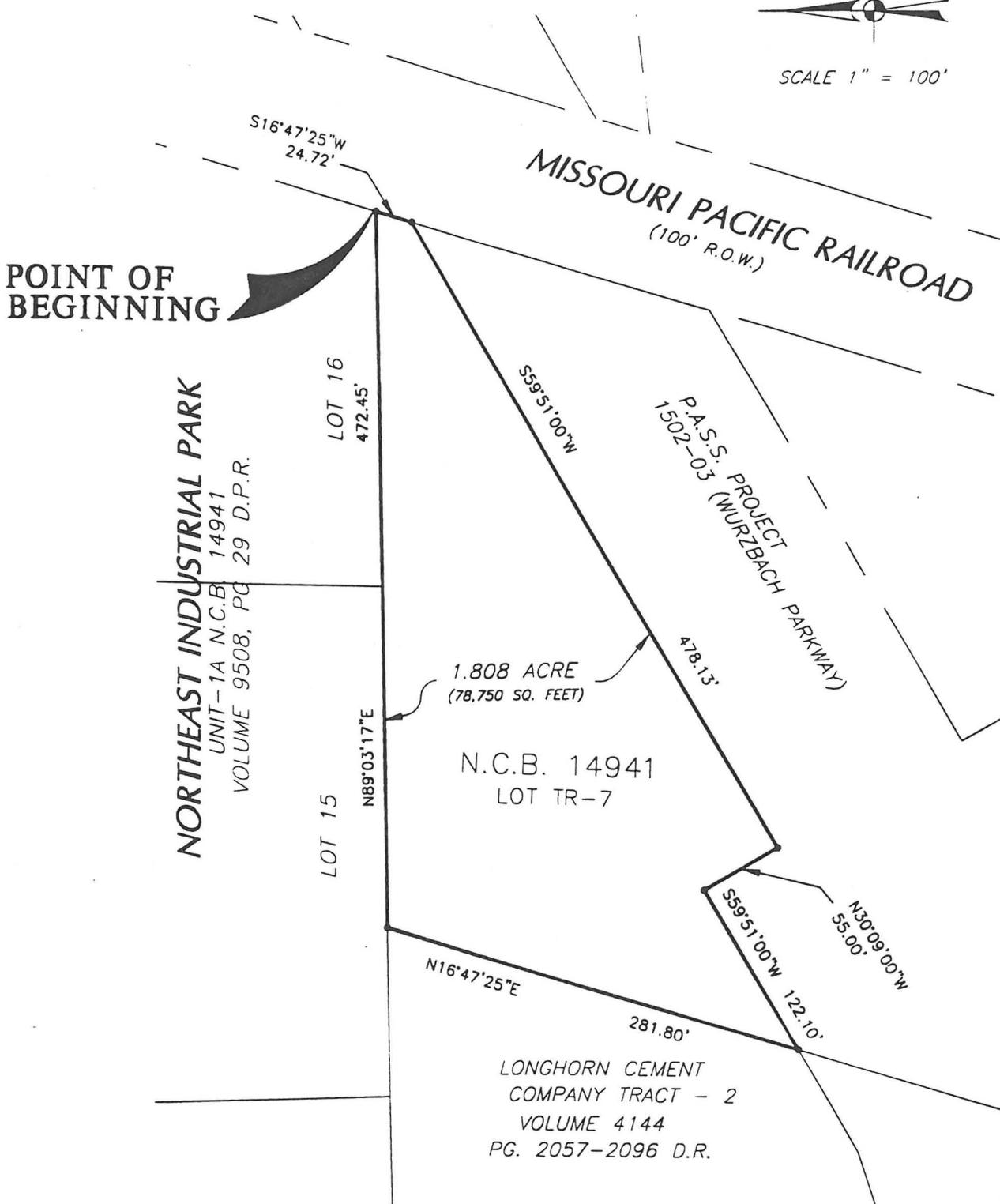
**These field notes were prepared without the benefit of a field survey. Therefore, no iron pins were set.**

Prepared by: Pape-Dawson Engineers, Inc.  
Job No: 3633-00  
Date: October 1, 1997  
Doc Id: 3633\00\WORD\FIELD NOTES\970925A2

EXHIBIT B-1(a)



SCALE 1" = 100'



**PAPE-DAWSON ENGINEERS**  
 CIVIL & ENVIRONMENTAL

SAN ANTONIO TEXAS 78218

555 EAST RAMSEY

210-375-9000

EXHIBIT OF

A 1.808 ACRE (78,750 SQUARE FEET) TRACT, BEING OUT OF JOHN NEILLY SURVEY NO.305, ABSTRACT 557, COUNTY BLOCK 5035, NEW CITY BLOCK 14941, AS RECORDED IN VOLUME 7961, PAGES 576-580 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS.

K:\3633\00\DESIGN\EX3633B6.DWG

FIELD NOTES  
FOR

6.188 acres of land, or 269,550 square feet tract, being out of the John Neill Survey No. 305, Abstract 551, County Block 5035, New City Block 14941, in the City of San Antonio, and Bexar County, Texas, said 6.188 acres of land, being out of a 11.052 acre tract which was conveyed to Neill Boldrick, Jr., David M. Wallace, Glenn G. Mortimer, Jr., and A. Schreiner Harrison by deed recorded November 10, 1976 in Volume 7961, Pages 576 through 580 of the Deed Records of Bexar County, Texas, said 6.188 acres of land, being further described by metes and bounds as follows:

- BEGINNING:** At a point in the existing north right-of-way line of Schertz Road, said point also being the west right-of-way line of the Missouri Pacific Railroad, a 100' right-of-way, said point also being the southeast corner of the 11.052 acre Neill Boldrick, Jr., David M. Wallace, Glenn G. Mortimer, Jr., and A. Schreiner Harrison tract, and the southeast corner of this 6.188 acre tract;
- THENCE:** S 89°07'49" W, a distance of 472.26 feet along the said north right-of-way line of Schertz Road to point for the southwest corner of the herein described tract;
- THENCE:** N 16°47'25" E, a distance of 368.87 feet to a point, said point being on the proposed south right-of-way line of P.A.S.S. Project 1502-03 (Wurzbach Parkway);
- THENCE:** N 58°28'49" E, along said south right-of-way line, a distance of 427.44 feet to a point;
- THENCE:** N 30°09'00" W, continuing along said south right-of-way line, a distance of 80.00 feet to a point;
- THENCE:** N 59°51'00" E, continuing along said south right-of-way line, a distance of 328.31 feet to a point, said point being in the said west right-of-way line of the Missouri Pacific Railroad;

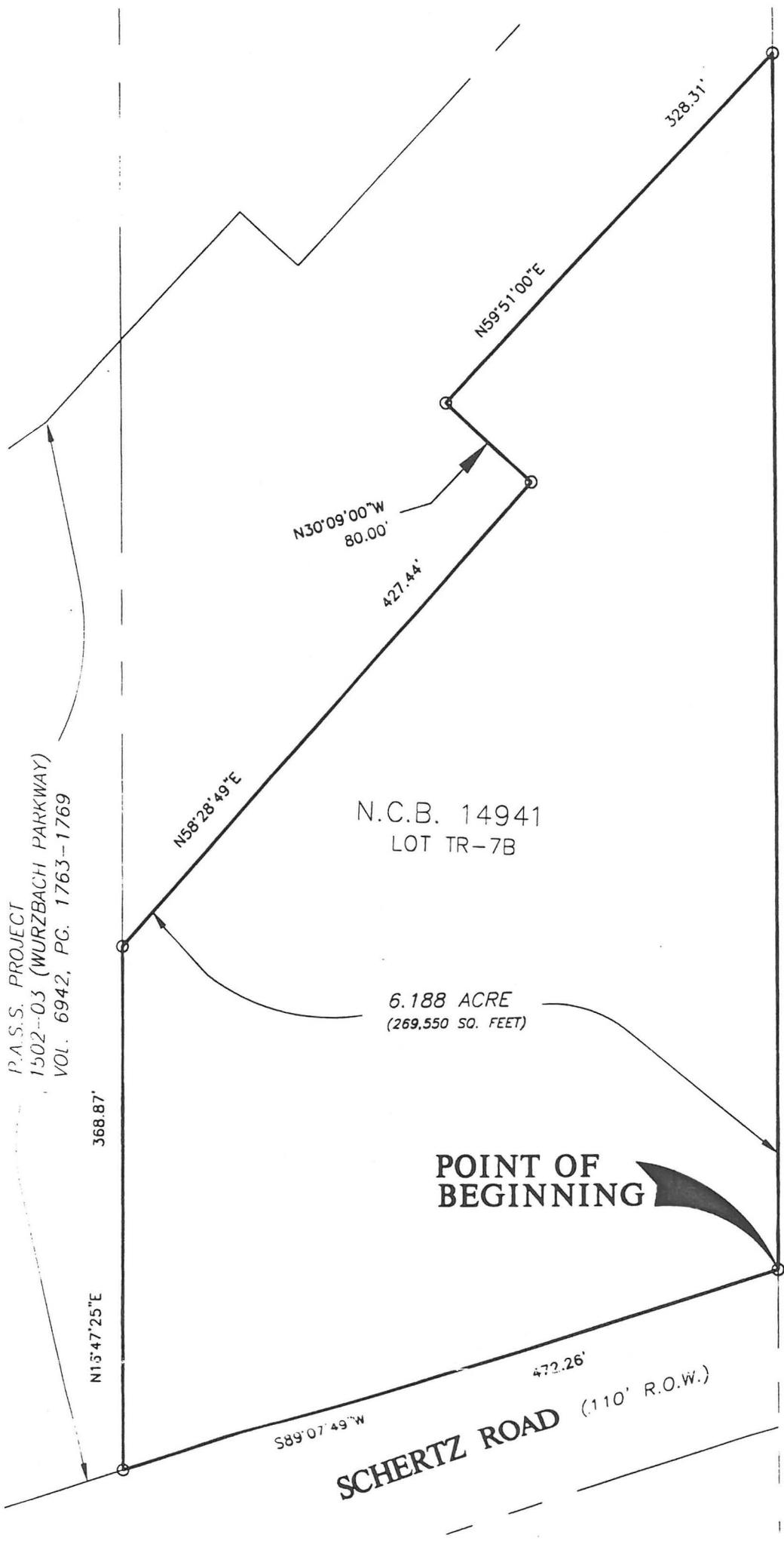
**PAPE-DAWSON ENGINEERS, INC.**

THENCE: S 16°47'25" W, a distance of 839.29 feet along the west right-of-way line of Missouri Pacific Railroad to a point on the said right-of-way line of Schertz Road, said point being the southeast corner of the said 11.052 acre Neill Boldrick, Jr., David M. Wallace, Glenn G. Mortimer, Jr., and A Schreiner Harrison tract, and the southeast corner of the herein described tract, said point being at the POINT OF BEGINNING and containing 6.118 acres of land in the City of San Antonio, Bexar County, Texas.

**These field notes were prepared without the benefit of a field survey. Therefore, no iron pins were set.**

Prepared by: Pape-Dawson Consulting Engineers, Inc.  
Job No: 3633-00  
Date: October 1, 1997  
Doc Id: 3633\00\WORD\FIELD NOTES\970926A1

EXHIBIT B-2(a)



SCALE 1" = 100'

K:\3633\00\DESIGN\EX3633B5.DWG

**PAPE-DAWSON** ENGINEERS  
 CIVIL & ENVIRONMENTAL

SAN ANTONIO TEXAS 78218

EXHIBIT OF

555 EAST RAMSEY

210-375-9000

6.188 ACRES, OR 269,550 SQUARE FEET TRACT OF LAND OUT OF THE JOHN NEILL SURVEY NO. 305, ABSTRACT 551, COUNTY BLOCK 5035, NEW CITY BLOCK 14941, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



FIELD NOTES  
FOR

A 4.893 acre, or 213,150 square feet, tract of land out of Schertz Road, a 110-foot right-of-way, situated within the City of San Antonio, Bexar County, Texas. Said 4.893 acres being further described by metes and bounds as follows:

**BEGINNING:** At a point of curvature in the existing south right-of-way line of Schertz Road, said point also being in the existing northwest right-of-way line P.A.S.S. Project 1502-03 referred to as Wurzbach Parkway, a variable width right-of-way, as recorded in Volume 6942, Pages 1763-1769 of the Official Public Records of Real Property of Bexar County, Texas;

**THENCE:** Westerly with a curve to the right, continuing along said south right-of-way-line of Schertz Road, said curve having a radial bearing of N 07°05'14" E, a radius of 1255.00 feet, a central angle of 00°19'12", a chord bearing and distance of N 82°45'10" W, 7.01 feet, and an arc length of 7.01 feet to a point of reverse curvature;

**THENCE:** Westerly with a curve to the left, continuing along said south right-of-way-line of Schertz Road, said curve having a radius of 1145.00 feet, a central angle of 08°16'37", a chord bearing and distance of N 86°43'53" W, 165.26 feet, and an arc length of 165.41 feet to a point of tangency;

**THENCE:** S 89°07'49" W, a distance of 1711.17 feet to a point;

**THENCE:** S 89°38'41" W, a distance of 43.40 feet to a point;

**THENCE:** N 00°21'19" W, departing said south right-of-way, a distance of 120.20 feet to a point in the north right of way line of Schertz Road;

**THENCE:** Southeasterly, and easterly with a curve to the left, along the said north right-of-way of Schertz Road, said curve having a radial bearing of N 09°54'26" E, a radius of 600.00 feet, a central angle of 10°46'37", a chord bearing and distance of S 85°28'53" E, 112.69 feet, and an arc length of 112.85 feet to a point of tangency;

**THENCE:** N 89°07'49" E, a distance of 1641.30 feet to a point of curvature;

**PAPE-DAWSON ENGINEERS, INC.**

THENCE: Easterly, with a curve to the right, said curve having a radius of 1255.00 feet, a central angle of  $08^{\circ}16'37''$ , a chord bearing and distance of  $S 86^{\circ}43'53'' E$ , 181.14 feet, and an arc length of 181.30 feet to a point of reverse curvature;

THENCE: Easterly, with a curve to the left, said curve having a radius of 1145.00 feet, a central angle of  $00^{\circ}19'12''$ , a chord bearing and distance of  $S 82^{\circ}45'10'' E$ , 6.39 feet, and an arc length of 6.39 feet to a point of intersection with a non-tangent line;

THENCE:  $S 07^{\circ}05'14'' W$ , a distance of 110.00 feet to the POINT OF BEGINNING and containing 4.893 acres, or 213,150 square feet, in the City of San Antonio, Bexar County, Texas.

**These field notes were prepared without the benefit of a field survey.  
Therefore, no iron pins were set.**

Prepared by: Pape-Dawson Engineers, Inc.  
Job No: 3633-00  
Date: November 19, 1997  
Doc Id: 3633\00\WORD\FIELD NOTES\971119A1

A:\3633\00\DESIGN\EX3633B2.DWG

EXHIBIT C-1(a)



SCALE 1" = 300'

N.C.B. 14941  
LOT TR-7

LONGHORN CEMENT COMPANY, TRACT II  
63.090 ACRE OUT OF 498.155 ACRES  
(VOL. 4144, PG. 2057-2069) O.P.R

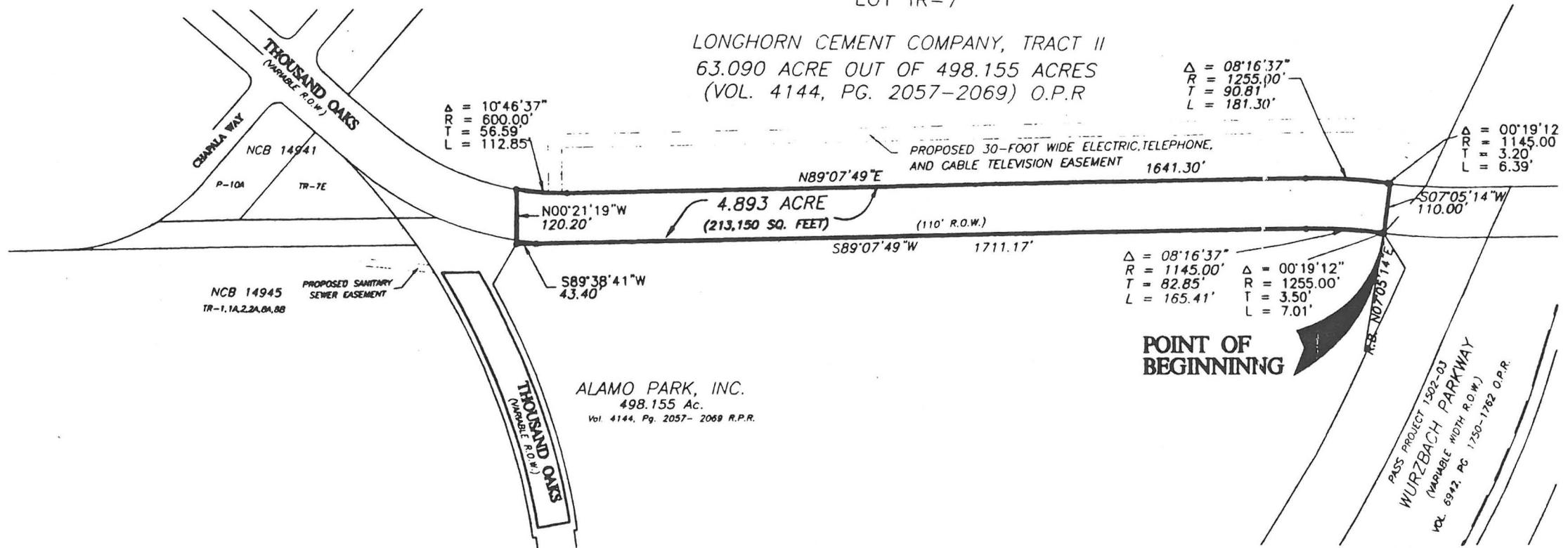


EXHIBIT  
OF

A 4.893 ACRE (213,150 SQUARE FEET) TRACT OF LAND, OUT OF SCHERTZ ROAD, A 110-FOOT  
RIGHT-OF-WAY SITUATED WITHIN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



SAN ANTONIO TEXAS 78216

600 EAST RAINBOW

210-378-0000

JOB NO.: 3633-00

DATE: NOVEMBER 19, 1997

FIELD NOTES  
FOR

A 0.8589 acre, or 37,415 square feet, tract of land out of a 60-foot underground telephone, sanitary sewer, gas, water, and drainage easement as recorded in Volume 6500, Page 184 of the Deed and Plat Records of Bexar County, Texas, and also out of Schertz Road, a 110-foot right-of-way, all situated within the City of San Antonio, Bexar County, Texas. Said 0.8589 acres being further described by metes and bounds as follows:

**BEGINNING:** At a found  $\frac{1}{2}$ " iron rod in the existing southwest right-of-way line of Schertz Road, same point being on the existing west line of a 4.483 acre tract referred to as Parcel C 97, Proposed Thousand Oaks Drive (North), a variable right-of-way, as recorded in Volume 6715, Pages 1226-1240, of said records, same being on the south line of a 60-foot telephone, sanitary sewer, gas, water and drainage easement out of The Hills Unit-9 Subdivision, as recorded in Volume 6500, Page 184 of the Deed and Plat Records of Bexar County, Texas;

**THENCE:** S 89°38'41" W, along said south line, a distance of 391.43 feet to a point;

**THENCE:** S 89°01'23" W, a distance of 401.39 feet to a point in the south right of way line of Chapala Way;

**THENCE:** Westerly, and northerly with a curve to the left, along said south line of Chapala Way, said curve having a radial bearing of N 00°58'37" W, a radius of 430.00 feet, a central angle of 30°37'52", a chord bearing and distance of N 73°42'27" E, 227.16 feet, and an arc length of 229.88 feet to a non-tangent point;

**THENCE:** N 89°01'23" E, along the north line of a 60' underground telephone, sanitary sewer, gas, water, and drainage easement, distance of 182.63 feet to a point;

**THENCE:** N 89°38'41" E, continuing along said Schertz right of way, a distance of 348.32 feet to the west right of way line of Proposed Thousand Oaks Drive (North), a variable width right of way to a point;

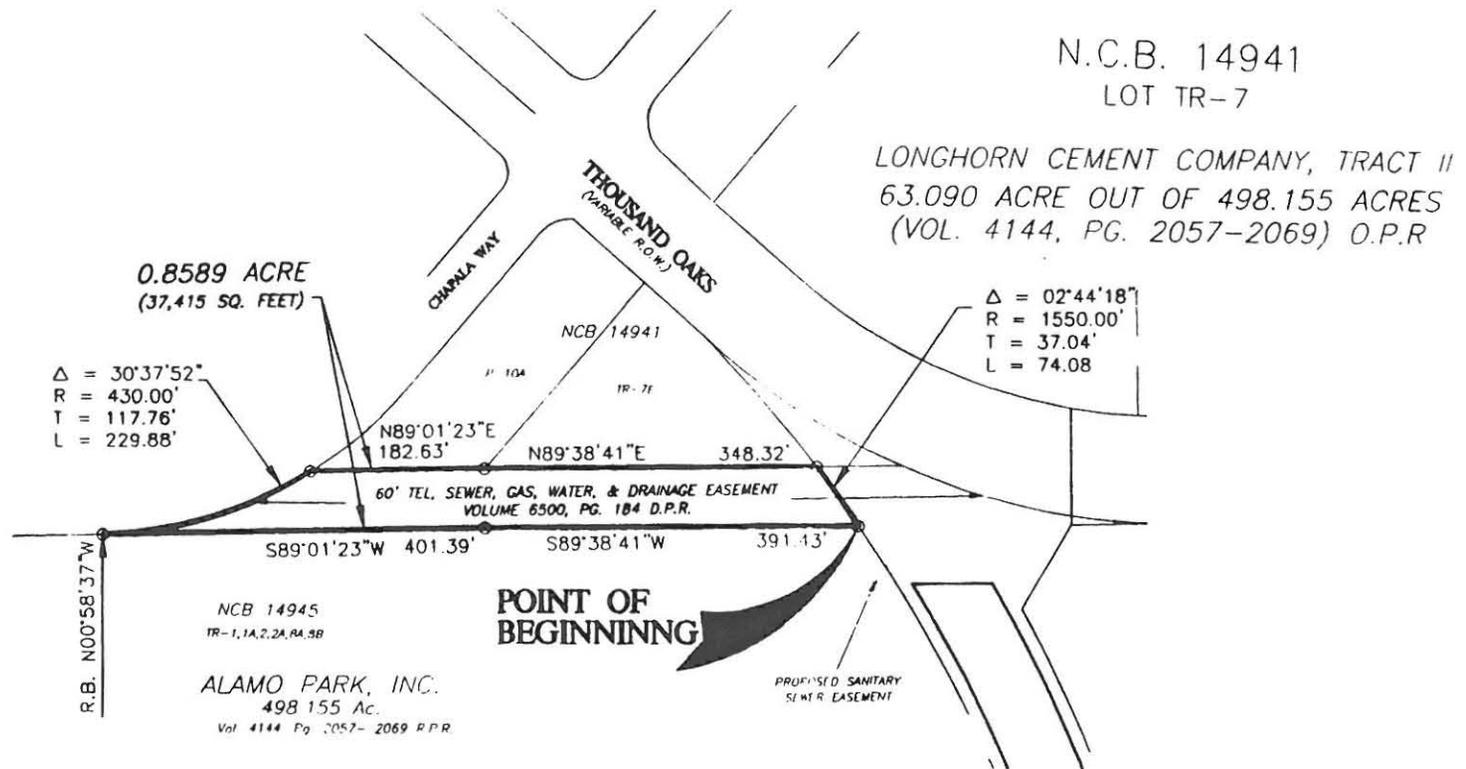
THENCE: Departing said south north line of said easement, along said west right-of-way line with a curve to the right, said curve having a radius of 1550.00 feet, a central angle of  $02^{\circ}44'18''$ , a chord bearing and distance of S  $36^{\circ}15'13''$  E, 74.07 feet, and an arc length of 74.08 feet to the POINT OF BEGINNING and containing 0.8589 acres, or 37,415 square feet, in the City of San Antonio, Bexar County, Texas.

**These field notes were prepared without the benefit of a field survey.  
Therefore, no iron pins were set.**

Prepared by: Pape-Dawson Engineers, Inc.  
Job No: 3633-00  
Date: November 19, 1997  
Doc Id: 3633\00\WORD\FIELD NOTES\971119A2



SCALE 1" = 300'



**EXHIBIT  
OF**

A 0.8589 ACRE (37,415 SQUARE FEET) TRACT OF LAND, OUT OF A 60-FOOT UNDERGROUND TELEPHONE, SANITARY SEWER, GAS, WATER, AND DRAINAGE EASEMENT OUT OF THE HILLS UNIT 9 SUBDIVISION AS RECORDED IN VOLUME 6500, PAGE 184 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS AND ALSO OUT OF SCHERTZ ROAD, A 110-FOOT RIGHT-OF-WAY, SITUATED WITHIN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



SAN ANTONIO TEXAS 78216

808 EAST RAINBOW

210-376-0000

FIELD NOTES  
FOR

A 2.015 acres, or 87,750 square feet, tract of land out of Schertz Road, a 110-foot right-of-way in the City of San Antonio, Bexar County, Texas. Said 2.0148 acres, being further described by metes and bounds as follows:

BEGINNING: At a point found in the existing north right-of-way line of Schertz Road, said point also being the west right-of-way line of the Missouri Pacific Railroad, a 100-foot right-of-way;

THENCE: S 16°47'25" W, along the said west right-of-way line of the Missouri Pacific Railroad, a distance of 115.44 feet to a point on the south right-of-way line of Schertz Road;

THENCE: S 89°07'49" W, along said Schertz Road south right-of-way line, a distance of 805.56 feet to a point in the east right-of-way line of P.A.S.S. Project 1502-03 (Wurzbach Parkway);

THENCE: N 23°44'42" E, continuing along said east right-of-way, a distance of 120.99 feet a point on the north right-of-way line of Schertz Road;

THENCE: N 89°07'49" E, a distance of 790.18 feet to the POINT OF BEGINNING and containing 2.015 acres in the City of San Antonio, Bexar County, Texas.

**These field notes were prepared without the benefit of a field survey. Therefore, no iron pins were set.**

Prepared by: Pape-Dawson Engineers, Inc.  
Job No: 3633-00  
Date: October 1, 1997  
Doc Id: 3633\00\WORD\FIELD NOTES\970926A2

**PAPE-DAWSON ENGINEERS, INC.**

P.A.S.S. PROJECT  
1502-03 (WURZBACH PARKWAY)  
VOL. 6942, PG. 1763-1769

N.C.B. 14941  
LOT TR-7B

**POINT OF  
BEGINNING**

N89°07'49"E

790.18'

N23°44'42"E  
120.99'

**SCHERTZ ROAD**

2.015 ACRE  
(87,750 SQ. FEET)

S16°47'25"W  
115.44'

(110' R.O.W.)

S89°07'49"W

805.56'

N.C.B. 14945  
LOT TR-2B

MISSOURI PACIFIC RAILROAD  
(100' R.O.W.)

VOL. 6942,  
PG. 1750-1762

EXISTING DRAINAGE  
EASEMENT  
VOL. 4142, PG. 739 OPR

EXHIBIT C-3(a)



EXHIBIT  
OF

555 EAST RAMSEY

210-375-8000

SCALE 1" = 200'

A 2.015 ACRE (87,750 SQUARE FEET) TRACT OF LAND OUT OF SCHERTZ ROAD, A 110' RIGHT-OF-WAY,  
IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

JOB NO.: 3633-00

K:\3633\00\DESIGN\EX3633B3.DWG



FIELD NOTES  
FOR

A 0.8377 acre (36,490 square feet) tract of land, being out of Longhorn Cement Property No. 1, Tract 9, New City Block 14945, as recorded in Volume 7600, Pages 158 of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

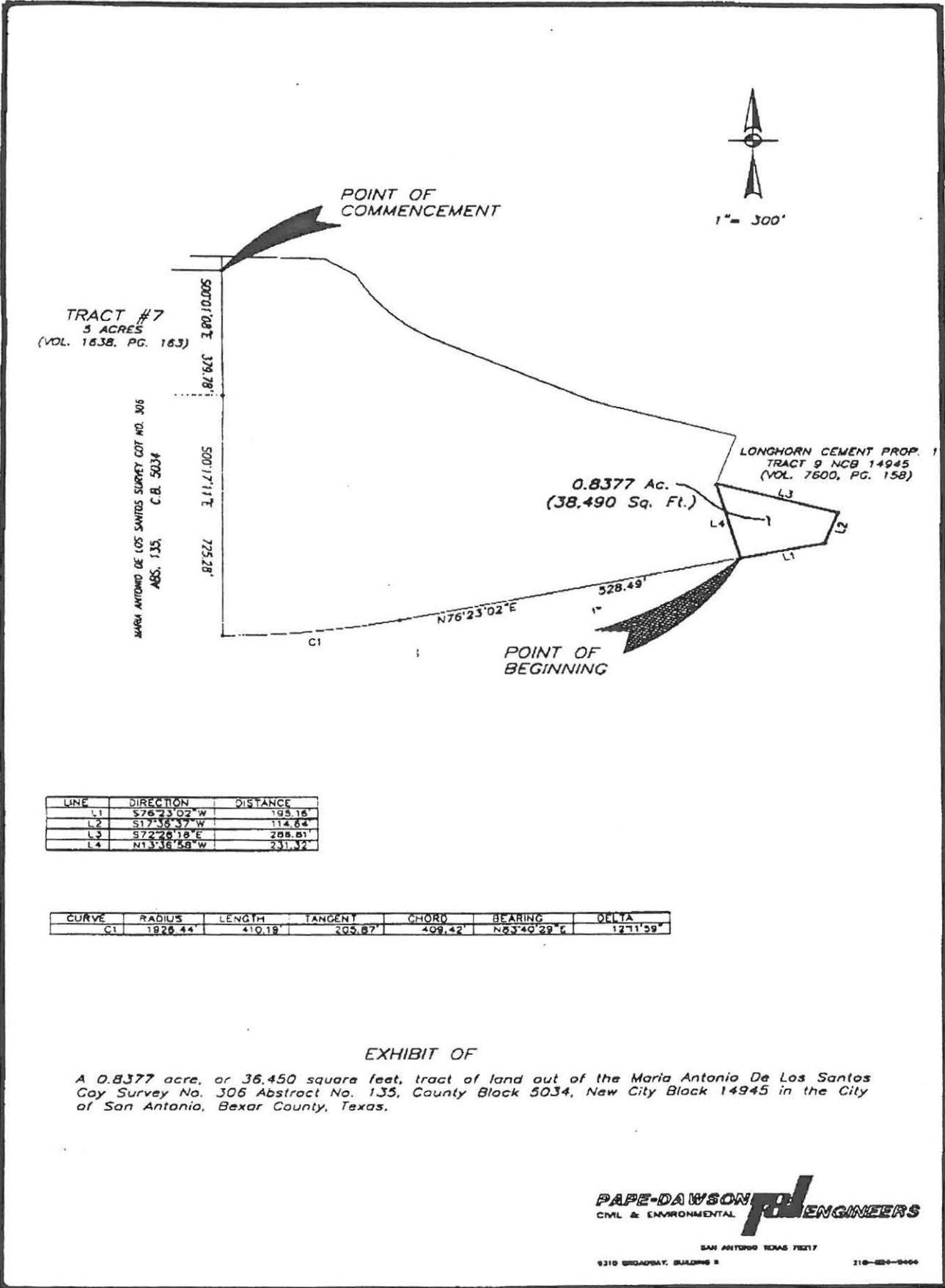
- COMMENCING: At a point, being the northeast corner of Tract 7, a 5.0 acre tract, as recorded in Volume 1638, Page 163, of the aforementioned Deed and Plat Records;
- THENCE: S 00°01'08" E, a distance of 379.78 feet, to a point, being the southeast corner of said Tract 7;
- THENCE: S 00°17'11" E, a distance of 725.28 feet to a point on a non-tangent curve, said point being on the north right-of-way of the Longhorn Spur of the Missouri Pacific Railroad;
- THENCE: Along common line, on said curve to the left, having a radial bearing and radius of S 00°13'31" E, 1,926.44 feet, a central angle of 12°11'59", a chord bearing and distance of N 83°40'29" E, 409.42 feet and an arc length of 410.19 feet, to a point, being a point of non-tangency;
- THENCE: N 76°23'03" E, a distance of 528.49 feet for the southwest corner of this tract, said point also being the POINT OF BEGINNING;
- THENCE: N 13°36'58" W, a distance of 231.32 feet to a point for the northwest corner of this tract;
- THENCE: S 72°28'16" E, a distance of 286.81 feet to a point, said point being the northeast corner of this tract;
- THENCE: S 17°36'27" W, a distance of 114.64 feet to a point, said point being the southeast corner of this tract;
- THENCE: S 76°23'02" W, a distance of 195.16 feet to the POINT OF BEGINNING and containing 0.8377 of an acre of land in the City of San Antonio, Bexar County, Texas.

**These field notes were prepared without the benefit of a field survey.  
Therefore, no iron pins were set.**

Prepared by: Pape-Dawson Consulting Engineers, Inc.  
Job No: 3633-00  
Date: July 16, 1997  
Doc Id: 3633\00\WORD\FIELDNOTES\970716A1

**PAPE-DAWSON ENGINEERS, INC.**

**EXHIBIT D**  
(Page 2 of 2)



**EXHIBIT OF**

A 0.8377 acre, or 36,450 square feet, tract of land out of the Maria Antonio De Los Santos Gay Survey No. 306 Abstract No. 135, County Block 5034, New City Block 14945 in the City of San Antonio, Bexar County, Texas.

**PAPE-DAWSON** **PAE** **ENGINEERS**  
CIVIL & ENVIRONMENTAL

SAN ANTONIO TEXAS 78217

6210 BROADWAY, BUILDING 8

210-820-0000

I:\3633\00\DESIGN\EX16.1349 D.WG



FIELD NOTES  
FOR

A 1.296 acre, or 56,450 square feet, variable width access easement out of the John Neill Survey No. 305, Abstract 551, County Block 5035, New City Block 14941, in the City of San Antonio, Bexar County, Texas, out of a tract referred to as Tract II, a 63.090 acre tract, out of a certain 498.155 acre tract which was conveyed to Longhorn Cement Company by deed recorded September 30, 1987, in Volume 4144, Pages 2057 through 2069 of the Official Public Records of Real Property of Bexar County, Texas. Said 1.296 acres being further described by metes and bounds as follows:

- COMMENCING: At a found ½" iron rod in the existing north right-of-way line of Schertz Road, a 110-foot right-of-way, said point also being in the existing northwest right-of-way line of P.A.S.S. Project 1502-03 referred to as Wurzbach Parkway, a variable width right-of-way, as recorded in Volume 6942, Pages 1763-1769 of said Public Records;
- THENCE: N 25°13'04" E, departing said north right-of-way line of Schertz Road and along said northwest right-of-way line of Wurzbach Parkway, a distance of 473.11 feet to a point on a non-tangent curve;
- THENCE: Along said north right-of-way line with a curve to the right, said curve having a radial bearing of N 47°31'06" W, a radius of 1,612.50 feet, a central angle of 11°59'57", and a chord bearing and distance of S 48°28'53" W, 337.08 feet, and an arc length of 337.70 feet to a non-tangent point;
- THENCE: N 72°19'25" E, along said north right-of-way line, a distance of 228.18 feet to a point;
- THENCE: N 59°51'00" E, along said north right-of-way line, a distance of 200.00 feet to a point;
- THENCE: S 30°09'00" E, a distance of 55.00 feet to the POINT OF BEGINNING and the northwesternmost corner of the herein described easement;
- THENCE: N 59°51'00" E, along said north right-of-way line, a distance of 478.13 feet to a point;

**PAPE-DAWSON ENGINEERS, INC.**

THENCE: S 16°47'25" W, departing said northwest right-of-way line, a distance of 205.05 feet to an angle point, same point being on the southeast right-of-way line of Wurzbach Parkway;

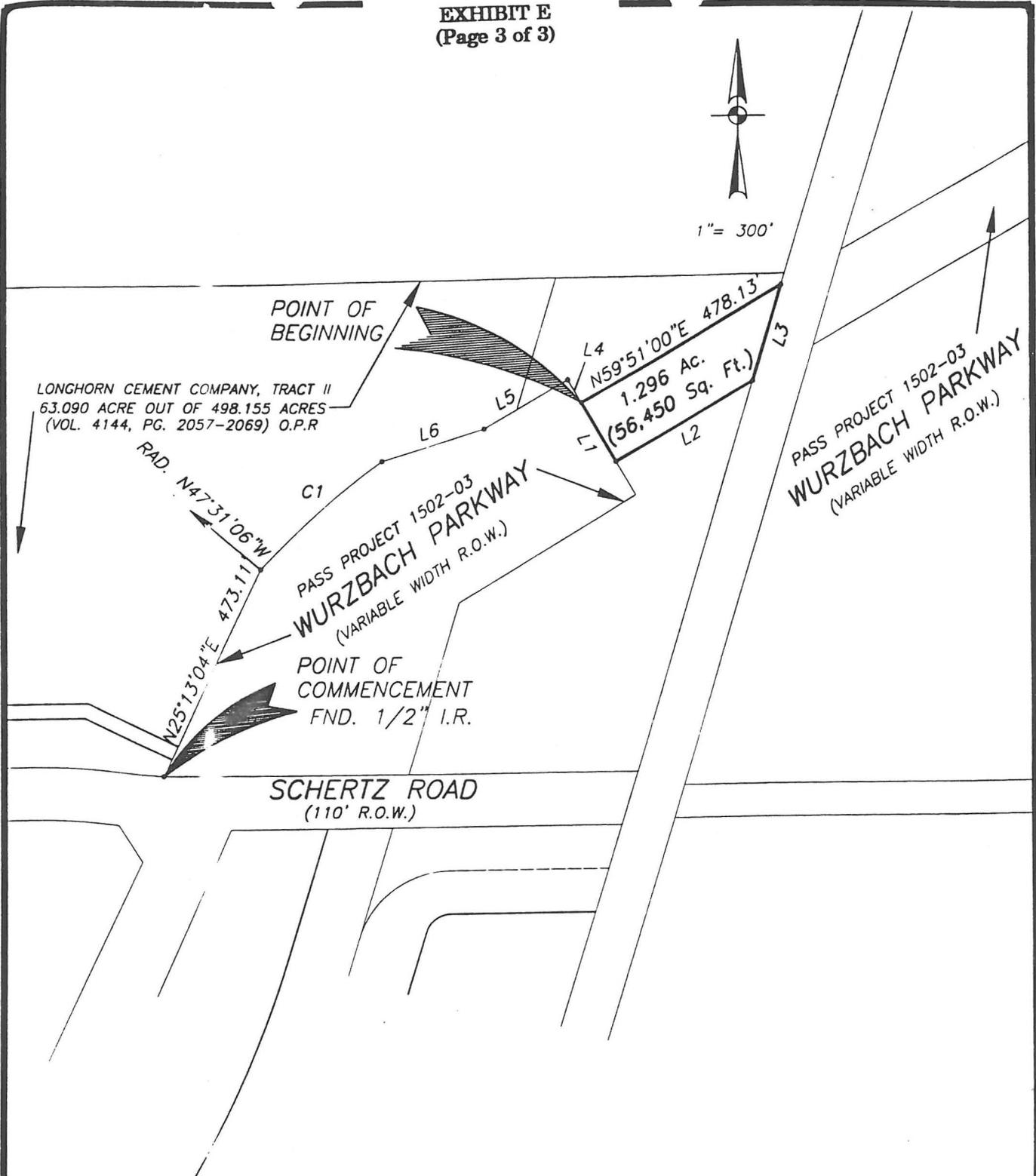
THENCE: S 59°51'00" W, along said southwest right-of-way line, a distance of 328.31 feet to an angle point;

THENCE: N 30°09'00" W, departing said southeast right-of-way line, a distance of 140.00 feet to the POINT OF BEGINNING and containing 1.296 acres of land, in the City of San Antonio, Bexar County, Texas.

***THESE FIELD NOTES WERE PREPARED  
WITHOUT THE BENEFIT OF A FIELD  
SURVEY. THEREFORE, NO IRON PINS  
WERE SET.***

Prepared by: Pape-Dawson Consulting Engineers, Inc.  
Job No: 3633-00  
Date: July 18, 1997  
Doc Id: 3633\00\WORD\FIELD NOTES\970718A1

**EXHIBIT E**  
(Page 3 of 3)



LINE	DIRECTION	DISTANCE
L1	N30°09'00"W	140.00'
L2	S59°51'00"W	328.31'
L3	S16°47'25"W	205.05'
L4	S30°09'00"E	55.00'
L5	S59°51'00"W	200.00'
L6	S72°19'25"W	221.88'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1612.50'	337.70'	169.47'	337.08'	S48°28'53"W	11°59'57"

EXHIBIT OF

A 1.296 acre, or 56,450 square feet, a variable width access easement out of the John Nail Survey NO. 305, Abstract 551, County Block 5035, New City Block 14941 in the City of San Antonio, Bexar County, Texas, out of a tract referred to as Tract II, a 63.090 acre tract, out of a certain 498.155 acre tract referred to as Tract II, a 63.090 acre tract which was conveyed to Longhorn Cement Company on September 30, 1987 in Volume 4144 pages 2057 through 2069 of the Official Public Records of Real Property of Bexar County, Texas.



SAN ANTONIO TEXAS 78217

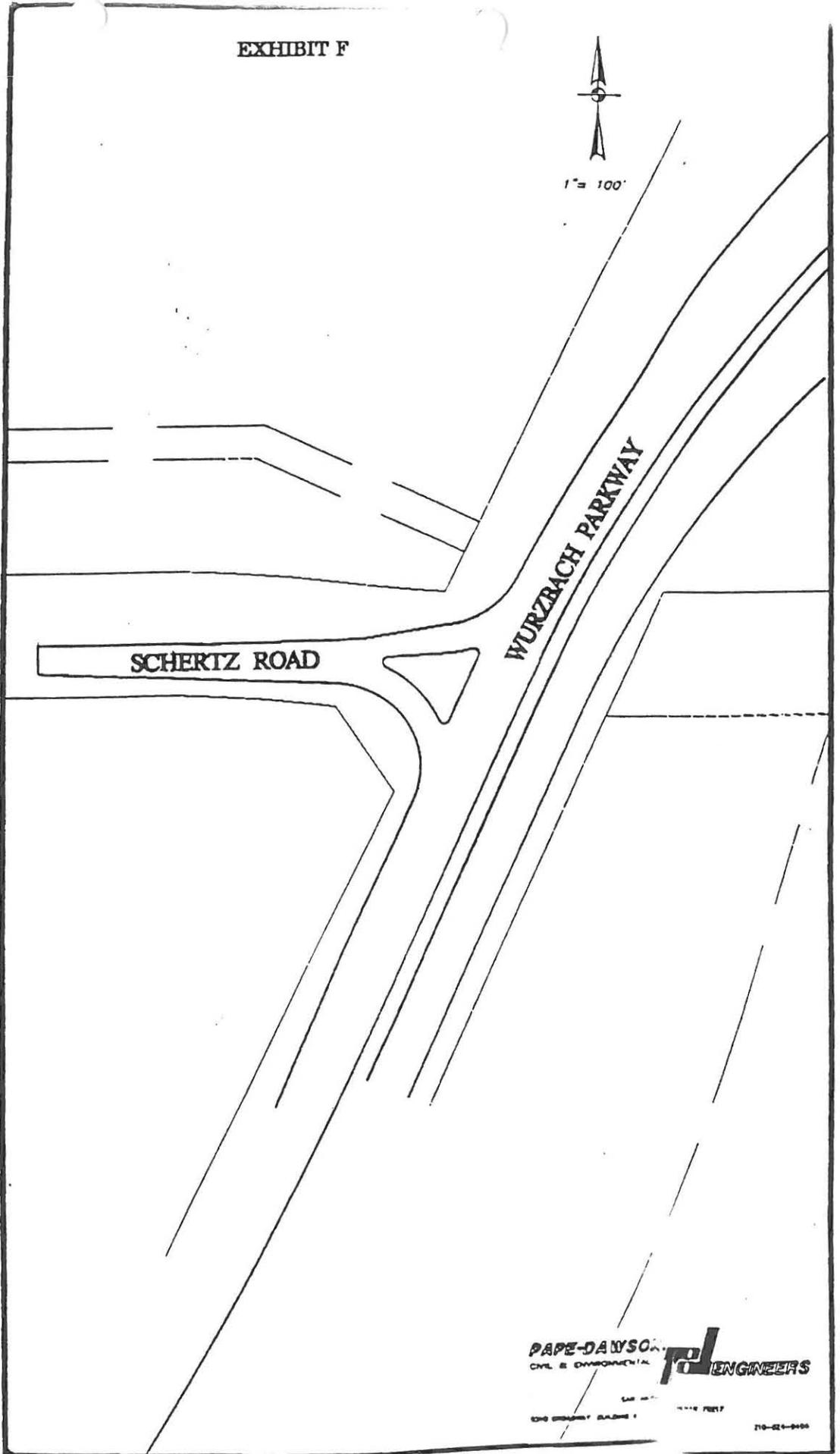
9310 BROADWAY, BUILDING B

210-824-8494

EXHIBIT F



1" = 100'



Z:\3633\00\DESIGN\EX3633\40.DWG

**PAPE-DAWSON**  
CIVIL & ENVIRONMENTAL  
**PE ENGINEERS**  
1115 WEST  
170-21-9400

**CITY OF SAN ANTONIO**  
**Interdepartmental Correspondence Sheet**

To: Mayor and City Council through the City Manager

From: John L. German, P.E., Director of Public Works

Copies: Christopher J. Brady, Assistant to the City Manager; Rebecca Waldman, Director of Asset Management; Octavio Peña, Acting Director of Finance; Steven Arronge, Assistant City Attorney

Subject: Sale of Surplus Property (Wallace Tracts), Closure and Sale of a Portion of Schertz Road Right-of-Way, and Purchase of Property for Expansion of a Future Northeast Service Center

Date: June 25, 1998

**Summary:**

Following the closure of a portion of Schertz Road and upon approval and passage by the City Council of an ordinance approving a contract between the City of San Antonio and Alamo Park, Inc. the following property transactions between the City and Alamo Park, Inc. will occur:

- Surplus City property, hereafter referred to as the "Wallace Tracts", will be sold.
- The portion of Schertz Road which has been closed will be sold.
- Land adjacent to the City's proposed Northeast Service Center will be purchased.

The Planning Commission has reviewed these transactions and the proposed road closure and recommends approval by the City Council of the closure and all three transactions.

**Background:**

The properties discussed herein are contained in an area known generally as the Longhorn Quarry site, which is located in the northeast part of the City just west of Interstate 35 and north of Loop 410 (see map inset). Alamo Park, Inc. has indicated it has plans to develop this site in a manner similar to the Quarry Park development at U.S. 281 and Basse Road.

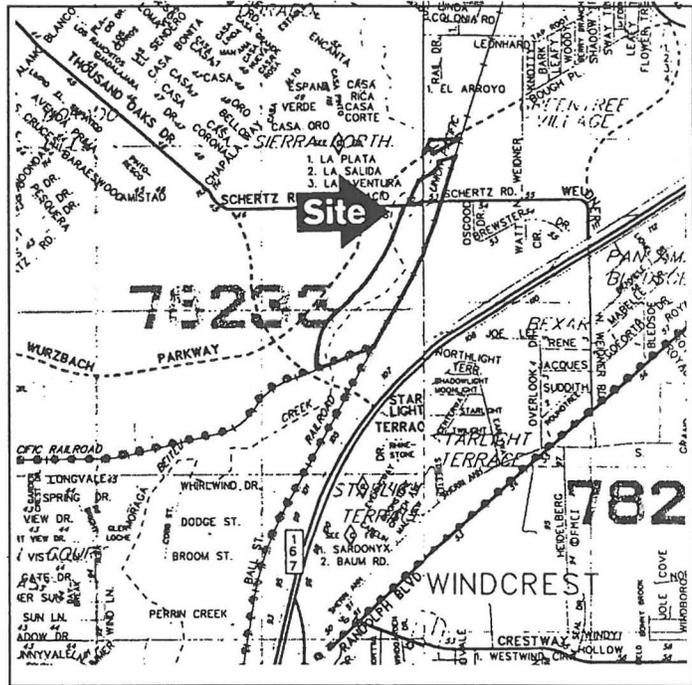
The route of the Wurzbach Parkway bisects the Longhorn Quarry site where an extension of Thousand Oaks Blvd. is in place, intersecting with the Parkway and continuing on to an intersection with IH 35.

These new alignments have made Schertz Road, which previously provided access to IH 35 via Weidner Road and traversed the Longhorn Quarry site, obsolete. In fact, the portion of Schertz Road discussed herein has been closed to traffic for several months, since the Thousand Oaks project was completed.

When the City began acquiring right-of-way for the Wurzbach Parkway in the Longhorn Quarry area an adversarial situation involving a separate owner, David Wallace, et.al., was encountered. A lawsuit resulted and the matter was eventually settled in district court with the City acquiring not only the property required for the Parkway alignment, but also some additional tracts of land totaling 33.776 acres which are now bordered by the Parkway on the west and an adjacent railroad track on the east and which lie mostly in the Bietel Creek floodplain. Access to this land is very poor, and its best use is related to the redevelopment of the adjacent land.

It is therefore recommended that the City sell the surplus "Wallace Tracts" (so-called for the previous owner) to Alamo Park, Inc. for \$266,300 plus fee title to a 0.8377 tract of land adjacent to the City's proposed Northeast Area Service Center.

Schertz Road has been made obsolete by the Wurzbach Parkway and the extension of Thousand Oaks Blvd. In this case there is only one land owner, Alamo Park, Inc., and the sale of the right-of-way, in conjunction with the other transactions, has been negotiated. As a result Alamo Park, Inc. has agreed to buy 7.7669 acres of Schertz Road right-of-way from the City if the City will close and abandon the roadway.



Schertz Road has effectively been closed for many months and the formal closure of the roadway and conveyance of the property to Alamo Park Inc. specifies that all utility easements in the vacated right-of-way will be maintained subsequent to the closing.

Finally, there is a small tract of land (less than an acre) owned by Alamo Park, Inc. which is adjacent to the City's proposed Northeast Service Center. This small tract is not readily accessible to other Alamo Park, Inc. properties but is adjacent to the City's property and will add to the value of the Service Center, which will ultimately house field crews from the Public Works, Parks & Recreation, and Purchasing Departments. Therefore, acquisition of the tract by the City has been included in the overall transaction package and its value is reflected in the total purchase price paid by Alamo Park, Inc.

In discussions with Alamo Park, Inc. prior to conducting a final appraisal on the subject properties a sale price of \$270,000 for the Wallace Tracts and the Schertz Road right-of-way was set as a minimum target by the City. Although the final appraisal came in slightly lower than the target, at \$240,375, Alamo Park, Inc. has agreed to pay the original \$270,000 target to the City, less the \$3,700 appraised value of the small addition to the Service Center site. Thus the final transaction total of \$266,300 was determined.

Appraised Values	
Wallace Tracts (33.776 acres)	\$225,000
Schertz Road (7.7669 acres)	\$ 15,375
<b>Subtotal</b>	<b>\$240,375</b>
Service Center (0.8377 acres)	\$ 3,700
<b>Price "Floor" Agreement</b>	<b>\$270,000</b>
<b>Final Cost, less Service Ctr.</b>	<b>\$266,300</b>

**Policy Analysis:**

This transaction is recommended in that it provides mutual benefit for the parties involved. First, the City disposes of property for which it has no need and some liability while providing \$266,300 for future Public Works expenditures. Second, the transaction not only places property back on the tax rolls but also facilitates a commercial development plan which is likely to increase property values and generate more property tax revenues while creating jobs and generating new sales tax revenues. Finally, with no cash outlay the City can acquire additional land for use in its Northeast Service Center, to be located behind the Main Post Office facility on Perrin Beitel Road.

Based upon a review by the City Attorney's Office, these proposed transactions meet the requirements set out in Chapter 272 of the Local Government Code.

**Financial Impact:**

	<u>Appraisal</u>	<u>Sale Price</u>
<b>Sales</b>		
Wallace Tracts	\$225,000	\$225,000
Schertz Road	\$ 15,375	\$ 45,000
<i>Subtotal</i>	\$240,375	\$270,000
<b>Purchase</b>		
Service Center	(\$ 3,700)	(\$ 3,700)
<b>Transaction Total</b>	<b>\$236,675</b>	<b>\$266,300</b>

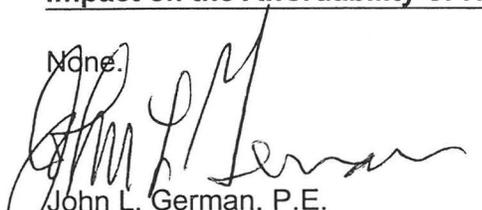
The City will realize revenue of \$266,300 and the funds received from this transaction will reimburse funds expended from the Wurzbach Parkway project budget.

**Coordination:**

Various divisions of the Public Works Department have coordinated with the Asset Management, Legal and Finance Departments on this matter.

**Impact on the Affordability of Housing:**

None.



John L. German, P.E.  
DIRECTOR OF PUBLIC WORKS

APPROVED:

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ASSISTANT TO THE CITY MANAGER

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CITY MANAGER