

AN ORDINANCE **2010-10-14-0891**

AUTHORIZING A REAL ESTATE EXCHANGE CONTRACT WITH THE GENERAL SERVICES ADMINISTRATION EXCHANGING THE EXISTING CITY-OWNED SAN ANTONIO POLICE DEPARTMENT HEADQUARTERS PROPERTY FOR THE GSA-OWNED PROPERTY AT HEMISFAIR PARK TO ALLOW FOR THE CONSTRUCTION OF A NEW FEDERAL COURTHOUSE AT THE SAPD SITE.

* * * * *

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

SECTION 1. The city manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a Real Estate Exchange Contract with the General Services Administration (“GSA”) in substantially the form attached as **Attachment I**, which is incorporated into this Ordinance for all purposes as if fully set forth, and to consummate the transactions contemplated therein. The city manager and her designee, severally, should take all other actions necessary or convenient to effectuate the transactions, including agreeing to non-material changes to the approved forms and executing all necessary or convenient ancillary instruments and agreements, including all exhibits called for in or incident to the exhibits to the Real Estate Exchange Contract.

SECTION 2. Funds are authorized to be received from GSA to SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 40-00176, Public Safety Headquarters, shall be revised by increasing WBS element 40-00176-90-05, entitled GSA Contribution (Property Exchange), SAP GL Account 4502280 – Contribution from other Agencies, by the amount of \$3,447,000.00.

SECTION 3. Funds are authorized to be received from GSA to SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 40-00176, Public Safety Headquarters, shall be revised by increasing WBS element 40-00176-90-06, entitled GSA Contribution (Utilities), SAP GL Account 4502280 – Contribution from other Agencies, by the amount of \$1,500,000.00.

SECTION 4. The amount of \$4,947,000.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 40-00176, Public Safety Headquarters, SAP WBS Element 40-00176-05-02-02, entitled Demo of SAPD HQ Site, SAP GL Account 5201140.

SECTION 5. The funding for this ordinance is reserved for SAP Project Definition 40-00176, Public Safety Headquarters. At the completion of the Public Safety

Headquarters project, any surplus GSA funds remaining in this project will be reallocated to projects identified by the HemisFair Park Area Redevelopment Corporation.

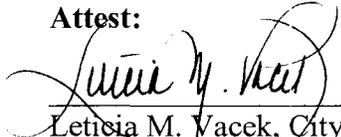
SECTION 6. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project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

SECTION 7. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 14th day of October 2010.

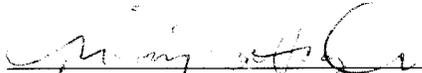

M A Y O R
Julián Castro

Attest:

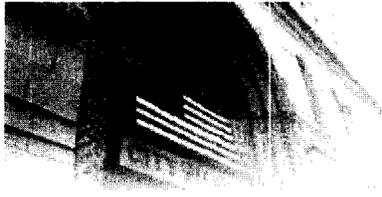


Leticia M. Vacek, City Clerk

Approved As To Form:

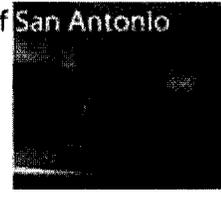


Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 15

| Name: | 15 | | | | | | |
|------------------------|---|-------------|-----|-----|---------|--------|--------|
| Date: | 10/14/2010 | | | | | | |
| Time: | 11:49:15 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance authorizing a real estate exchange contract with the General Services Administration (GSA) exchanging the existing City-owned San Antonio Police Department (SAPD) headquarters property for the GSA-owned property at Hemisfair Park to allow for the construction of a new Federal Courthouse at the SAPD site. [Pat DiGiovanni, Deputy City Manager, Center City Development] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Julián Castro | Mayor | | x | | | | |
| Mary Alice P. Cisneros | District 1 | | x | | | x | |
| Ivy R. Taylor | District 2 | | x | | | | |
| Jennifer V. Ramos | District 3 | | x | | | | |
| Philip A. Cortez | District 4 | x | | | | | |
| David Medina Jr. | District 5 | | x | | | | |
| Ray Lopez | District 6 | | x | | | | |
| Justin Rodriguez | District 7 | | x | | | | |
| W. Reed Williams | District 8 | | x | | | | |
| Elisa Chan | District 9 | | x | | | | |
| John G. Clamp | District 10 | | x | | | | x |

Attachment I

San Antonio GSA Exchange Agreement Draft 08.31.10

Real Estate Exchange Contract

(San Antonio Police Headquarters Site for Wood U.S. Courthouse and Spears
Judicial Training Center Site)

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Authorizing Ordinance:

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

City: City of San Antonio

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

Phone: 210-207-4081

Email: David.McGowen@sanantonio.gov

Type of Entity: Texas municipal corporation

City's Counsel: Anthony Battaglia and Kenneth Bennight

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

Phone: 210-207-6168 and 210-207-4065

Email: anthony.battaglia@sanantonio.gov and
kenneth.bennight@sanantonio.gov

GSA: The United States of America, acting by and through
the General Services Administration

Address: General Services Administration, Public Buildings
Service, Portfolio Management (7PT), 819 Taylor
Street, Room 12B01 Fort Worth, Texas 76102
(Attention: William Neil Landers, Contracting
Officer)

Phone: 817-978-6159

Email: neil.landern@gsa.gov

Type of Entity: an agency of the United States of America

GSA's Counsel: T. Cass Taliaferro

Address: General Services Administration, Office of Regional
Counsel (7L), 819 Taylor Street, Room 11A31, Fort
Worth, Texas 76102

Phone: 817-978-4857

Email: cass.taliaferro@gsa.gov

GSA Property: The land commonly known as the Wood United States
Courthouse and Spears Judicial Training Center at 655 and
643 East Durango Boulevard and more fully described in
Exhibit A, together with improvements to the Land
("Improvements")

City Property: The land commonly known as the San Antonio Police
Headquarters Site at the corner of West Nueva and Santa
Rosa Streets (214 West Nueva Street) and more fully
described in **Exhibit B**

Title Company: Alamo Title Company

Address: 10010 San Pedro, Suite 100

Phone: 210-340-0456 and Janet Langebartel 817-921-1209

Fax: 817-735-4647

Email: jlangebartel@alamotitle.com

Survey Category: Category 1A Land Title Survey, Condition I

Independent Consideration: The reciprocal options City and GSA grant each other under this agreement

Effective Date: The date the Title Company acknowledges receipt of a fully executed copy of this agreement by signing the Title Company Acceptance of Escrow and Receipt for Contract attached as **Exhibit F**

County for Performance: Bexar County, Texas

1. Exchange.

1.01. City and GSA will exchange GSA Property for City Property.

1.02. As to GSA Property:

a. City is the Transferee and GSA is the Transferor.

b. The agreed value of GSA Property for the purpose of this exchange is \$9,000,000.00.

1.03. As to City Property:

a. GSA is the Transferee and City is the Transferor.

b. The agreed value of City Property for the purpose of this exchange is:

\$12,447,000.00 plus \$1,500,000.00, if City removes and relocates the Specified Sanitary Sewer and Gas Line, as provided in Paragraph 5.02 of this Agreement, for a total of \$13,947,000.00

1.04. Because the agreed value of City Property exceeds the agreed value of GSA Property, in addition to title to GSA Property, GSA must deliver boot to City at the closing on the City Property in the amount equal to the difference between the agreed value of the City Property and the agreed value of the GSA Property, as provided in Paragraphs 1.03 and 5.02 of this Agreement, which amount is

- a. The approval by the Administrator of General Services of this Agreement and the exchange of land contemplated by this Agreement. The GSA Contracting Officer will not sign this Agreement unless and until the Administrator of General Services approves of this exchange.
- b. The satisfactory completion of the statutory and regulatory processes incident to the acquisition of land by the United States, including but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- c. The approval of the title to the land to be acquired by the United States by the U.S. Department of Justice or GSA acting pursuant to a delegation of authority to approve of title.
- d. The approval by the United States Department of Justice, or GSA acting pursuant to a delegation of authority, of the form of deeds contemplated by this Agreement.
- e. The determination by GSA that there are no Federal statutory directives disapproving this exchange.
- f. The determination by the Texas Commission on Environmental Quality (TCEQ) that the lands owned by both parties can be, with appropriate restrictions on use, used for commercial purposes, or, with limited or no restrictions, for residential purposes.

If this exchange is not approved by the City Council or the Administrator of General Services prior to January 1, 2011, or if any of the other Federal Conditions Precedent recited in this Agreement are not satisfied prior to that date, then this Agreement shall automatically terminate as of January 1, 2011 without further notification. If this Agreement is terminated as provided in this paragraph, then GSA and the City shall have no further rights, obligations or liabilities as between them as provided in this Agreement. GSA acknowledges that no signature on behalf of the City before an authorizing ordinance is passed will bind the City to any obligation.

3. Closing Documents.

3.01. At closing, the Transferor of each Property will deliver the following items:

Deed without Warranty to the Property owned by Transferor

IRS Nonforeign Person Affidavit

Evidence of Transferor's authority to close this transaction

A down-dated Title Policy Commitment, subject only to Transferee's Permitted Exceptions, issued by or through the Title Company for the

Property, and showing Transferee as the insured, in the amount of the Total Consideration

Such other instruments or documents reasonably required by Title Company to close the transaction.

3.02. At each closing, the Transferee of each Property will deliver the following items:

Evidence of Transferee's authority to consummate this transaction

If applicable, the boot required to equalize values of the properties being exchanged.

Such other instruments or documents reasonably required by Title Company to close the transaction.

Deceptive Trade Practices Act waiver

3.03. The documents listed above are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deeds will be substantially in the form attached as **Exhibit D and Exhibit E**; however, the deeds will contain all appropriate restrictions on use as may be required by TCEQ, if any, upon its review and approval of the Affected Property Assessment Report (APAR) that each party will be submitting to TCEQ for its action, in regard to each party's respective parcels.

3.04. In addition to the above documents, GSA must deliver at closing on City Property the boot due to City.

3.05. In addition to the above documents, for the GSA Property, City must deliver at closing on the GSA Property the "Solid Management Unit Notice Affidavit" in substantially the form attached as Exhibit F. This Affidavit will be recorded by the Title Company, immediately after the recording of the deed to the GSA Property.

4. Exhibits.

The following exhibits are incorporated into this contract for all purposes as if fully set forth:

Exhibit A—Description of GSA Property

Exhibit B—Description of City Property

Exhibit C—Representations

Exhibit D— Form of Deed for GSA Property

Exhibit E— Form of Deed for City Property

Exhibit F— Title Company Acceptance of Escrow and Receipt for Contract

Exhibit G—Highlighted Utility Survey

5. Transfer and Acceptance of Property.

5.01. Transferor will transfer and convey the Property to Transferee, and Transferee will accept transfer of the Property. The promises by Transferor and Transferee stated in this contract are the consideration for the formation of this contract.

5.02 Additionally, the obligations of the City and GSA to close the transaction contemplated by the Agreement are conditioned upon City taking the following action on the City Property, prior to closing on the City Property: Removing all improvements (above, on, or underground), remediating all Environmental Conditions (including underground storage tanks but not including any contamination on the property that TCEQ via the APAR process has determined does not require remediation if appropriate deed restrictions are put into place upon the transfer of the property), removing “Specified Easements and Related Easement Improvements”, such as pipes, lines and wires, obtaining and recording in the Real Property Records appropriate easement releases, and providing proof of all such actions to GSA and the Title Company prior to closing on the City Property, leveling the City Property, covering all excavations, removing the buildings and improvements above, on, or underground, and also removing all tracks, towers, poles, wires and storage tanks (overhead or underground), all gas, water, and heating, ducts, conduits, and sewers crossing the site. Except as specified below, all such actions shall be taken by City at its expense.

The Specified Easements and Related Easement Improvements depicted on the attached utility survey (Exhibit G) in orange highlighter, are described as:

1. The marked (orange) easement area off of Santa Rosa Street (middle of the block) needs to be removed/relocated from the project site. It is labeled “Variable Width Easement Vol. 9528, page 99 P.R.B.C.”.
2. There are two 18” reinforced concrete pipe (RCP) segments running east to west across the site. One is in the southern portion of the site (marked in orange) and the other is in the middle of the site designated as “WW” or sanitary sewer line (marked in orange).
3. There are two 12” RCP running north and south (marked in orange).
4. There is one underground telecommunication line running north and south in the southern portion of the site (marked in orange).

5. There is a 25' wide "Utility Easement (Vol. 5502, pg. 29 P.R.B.C. and Vol. 9526, pg. 99 P.R.B.C.) running north and south through the site. This easement area contains a 30" waste water (sanitary sewer) line and a 4" gas line ("Specified Sewer and Gas Lines"). These Specified Sewer and Gas Lines must be removed and relocated prior to closing on the City Property and this process will be handled as follows: If City removes and relocates the Specified Sewer and Gas Lines, and City hereby agrees to do so, the agreed value of the City Property shall be increased by \$1,500,000.00.

The Specified Easements and Related Easement Improvements do not include the following and GSA agrees to accept the conveyance at closing of the City Property subject to these easements ("Acceptable Easements"). City has no obligation under this Agreement to remove or obtain releases for these Acceptable Easements, which are depicted on the attached utility survey (Exhibit G) in blue highlighter, and described as:

1. Small easement area in the northwest corner of the site, designated "Gas Easement Vol. 5502 pg. 29 and 9528, pg. 99 P.R.B.C" - City Public Service easement for the construction of an underground gas line as identified as recorded in Volume 5502, Page 99 and Vol. 9528 pg. 99 of the Real Property Records of Bexar County.
2. Small easement area along the southern site boundary designated "14' Electric Easement Vol. 9528, pg. 99 P.R.B.C.".
3. Diversion Tunnel Easement for the construction of a flood control tunnel under San Pedro Creek set out in Permanent and Temporary Construction Easement granted to San Antonio River Authority as recorded in Volume 4023, Page 1631, Real Property Records of Bexar County, running north and south along the eastern side of the site.

The demolition of the Police Administration Building and cleaning of the City Property by the City of San Antonio for GSA, a Federal agency, is considered an undertaking under Section 106 of the National Historic Preservation Act. Possible effects on cultural resources/historic properties need to be considered in consultation with the Texas State Historic Preservation Office (SHPO). GSA has already initiated consultation with the SHPO and will continue on going consultation as the lead Federal agency. As respects demolition/cleaning of the site by the City of San Antonio, possible effects on and protection of Casa Navarro State Historic site, a property listed on the National Register of Historic Places, will need to be considered such as controlling vibration from demolition so as not to affect the structure. GSA is working on completion of archaeological clearance of the site in consultation with the SHPO. However, should unanticipated cultural resources be discovered during the demolition/site cleaning, work would need to be stopped in that area, and the SHPO notified for further consultation. City agrees to do so.

5.03. "Environmental Condition" means any condition regarding the presence of Hazardous Substances located on, in, under or originating from the property or located within the improvements thereon with respect to air, soil, surface water or groundwater

which require response under any Environmental Requirements in effect at the time of their application.

5.04. "Environmental Requirements" means all applicable federal, state and local governmental agency environmental statutes, ordinances, rules, notices, regulations, standards, permits orders and any other governmental requirements relating, by way of example and not limitation, to the following: (i) the spill, leak, discharge, emission or release of any Hazardous Substances, to the air, surface water, ground water or soil; (ii) the storage, treatment, disposal or handling of any Hazardous Substance and (iii) the construction, operation, maintenance, repair or closing of above ground or underground storage tanks or impoundments containing Hazardous Substances.

5.05. "Hazardous Substances" means those substances defined as such pursuant to the Comprehensive Environmental Response Compensation and Liability Act, as amended (42 U.S.C. Sec. 9601, et seq.), at 42 U.S.C. Sec. 9601(14), but including petroleum substances, as well as hazardous substances defined as such under prevailing rules established by the State of Texas."

6. Relocation Assistance.

6.01. Each Transferor shall be responsible for compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Act) for any persons displaced from a Transferor's property.

Since both parties to the contract are government entities which have compliance responsibilities under the Uniform Act, each shall be responsible for the relocation of its current operations. In particular, the City agrees to bear all costs associated with relocating its activities from the current Police Headquarters site. Likewise, the Federal Government shall be responsible for all costs associated with relocating its activities from the Woods Courthouse and Spears Judicial Training Center.

7. Title and Survey.

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

7.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Transferee; however, the policy to be delivered to GSA shall be on the standard United States Policy Form for use in Texas

7.03. *Survey.*

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

7.03.02. If Transferee does not object to the survey within the time allowed in article 2, the land subject to the survey automatically becomes the Land subject to this contract, and the field notes and plat of the survey automatically become Exhibit A to this agreement, whether or not physically attached.

7.04. *Delivery of Title Commitment, Survey.* Transferor must deliver the Title Commitment and the Survey to Transferee by the deadlines stated in article 2.

7.05. *Title Objections.* Transferee has until the deadline stated in article 2. ("Title Objection Deadline") to review the Survey, Title Commitment, and notify Transferor of Transferee's objections to any of them ("Title Objections"). Transferee will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Transferee has made no Title Objection by the Title Objection Deadline. The matters that Transferee either approves or is deemed to have approved are "Permitted Exceptions." If Transferee notifies Transferor of any Title Objections, Transferor has five days from receipt of Transferee's notice to notify Transferee whether Transferor agrees to cure the Title Objections before closing ("Cure Notice"). If Transferor does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Transferee may, within five days after the deadline for the giving of Transferor's Cure Notice, notify Transferor that this contract is terminated. In the absence of such timely notice, Transferee must proceed to close, waiving its objections. At or before closing, Transferor must at its own expense cure the Title Objections that Transferor has agreed to cure.

7.06. GSA Property must be free of leases when title to it is tendered to City at closing on the GSA Property.

8. Inspection Period.

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

- b. Transferee may not unreasonably interfere with existing operations or occupants of the Property;
- c. Transferee must notify Transferor in advance of Transferee's plans to conduct tests so that Transferor may be present during the tests;
- d. If the Property is altered because of Transferee's inspections, Transferee must return the Property to its preinspection condition promptly after the alteration occurs;

- e. Transferee must deliver to Transferor copies of all inspection reports that Transferee prepares or receives from third-party consultants or contractors within three days of their preparation or receipt; and
- f. Transferee must abide by any other reasonable entry rules imposed by Transferor.

8.03. *Right to Terminate.* Transferee may terminate this contract for any reason by notifying Transferor before the end of the Inspection Period. The Independent Consideration is compensation to Transferor for Transferee's right of cancellation. If either party terminates one end of the exchange, the entire exchange is terminated.

9. Representations.

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

10. Condition until Closing; No Recording of Contract.

10.01. *Maintenance and Operation.* Until closing, Transferor will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage and except for City's obligations to clear and remediate the City Property set out in Paragraph 5.02; (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.

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

10.03. *Condemnation.* Transferor will notify Transferee promptly after Transferor 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. Transferee may terminate this contract if the condemnation would materially affect Transferee's intended use of the Property by giving notice to Transferor within 15 days after receipt of Transferor's notice to Transferee (or before closing if Transferor's notice is received less than fifteen days before closing). If Transferee does not terminate this contract, (a) Transferor and Transferee 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 Transferee, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

10.04. *No Recording.* Transferee may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Transferee records this contract or a memorandum or notice, Transferor may terminate this contract and record a notice of termination. Any such termination terminates both ends of the exchange.

11. Termination.

11.01. *Duties after Termination.* If this contract is terminated, Transferee will promptly return to Transferor all documents relating to the Property that Transferor has delivered to Transferee and all copies that Transferor 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.

12. Closing.

12.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At each closing anticipated by this Agreement, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Transferee will deliver the Purchase Price and other amounts that Transferee 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.* Transferor will deliver possession of the Property to Transferee, subject to the Permitted Exceptions existing at closing.

12.02. *Transaction Costs*

- a. *Transferor's Costs.* Transferor will pay:
 - (i) the basic charge for the Title Policy
 - (ii) one-half of the escrow fee charged by Title Company;
 - (iii) the costs to prepare the deed, if the deed is not prepared by Transferor;
 - (iv) the costs to obtain, deliver, and record releases of all liens to be released at closing;
 - (v) the costs to record all documents to cure Title Objections agreed to be cured by Transferor;

- (vi) Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
 - (vii) the additional premium for removing the survey and encroachment exception;
 - (viii) the cost to obtain certificates or reports of ad valorem taxes;
 - (ix) the costs to obtain the Survey; and
 - (x) Transferor's expenses and attorney's fees.
- b. *Transferee's Costs.* Transferee will pay:
- (i) one-half of the escrow fee;
 - (ii) the costs to obtain, deliver, and record all documents other than those to be recorded at Transferor's expense;
 - (iii) the cost to obtain the Survey
 - (iv) the costs of work required by Transferee to have the survey reflect matters other than those required under this contract; and
 - (v) Transferee's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* City is responsible for all taxes and assessments on City Property through the date of closing. GSA is responsible for all taxes and assessment on GSA Property through the date of closing. Neither the City nor GSA is a taxpayer because each is exempt from taxation under applicable laws.
- d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within 90 days after closing, Transferor and Transferee will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- f. *Brokers' Commissions.* Transferor and Transferee each represent to the other that they have not acted or omitted to act in any way that could give rise to an entitlement to a commission for the transaction to which this agreement relates except as noted at the beginning. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

12.03. *Issuance of Title Policy.* Transferor will, at its expense, cause Title Company to issue the Title Policy to Transferee as soon as practicable after closing.

13. Default and Remedies.

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

Termination; Damages. Transferee may terminate this contract by giving notice to Transferor. Transferee may also seek damages to the extent permitted by law.

13.02. *Transferee's Default.* If Transferee fails to perform any of its obligations under this contract ("Transferee's Default"), Transferor may elect the following as its sole and exclusive remedy:

Termination; Damages. Transferor may terminate this contract by giving notice to Transferee on or before the Closing Date and Closing Time. Transferor may also seek damages to the extent permitted by law.

14. **[RESERVED]**

15. Miscellaneous Provisions.

15.01 *Applicable Law.* This Agreement is governed by the laws of the State of Texas and the United States of America.

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

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

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

15.05 *Modification.*

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

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

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

15.07 *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation,

notices must be addressed to the attention of its President. The giving of notice is complete three days after its 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 given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

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

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

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

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

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

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

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

15.15 *Waiver of Consumer Rights*. **Both Parties Waive Their 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, the Parties Voluntarily Consent To This Waiver.**

16. Public Information.

GSA 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.

17. Prohibited Interests in Contracts.

17.01. 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.

17.02. Contractor warrants and certifies as follows:

- (i) Contractor and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Contractor has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

17.03. Contractor acknowledges that City’s reliance on the above warranties and certifications is reasonable.

18. Federal Contract Clauses.

18.01. Covenant against Contingent Fees. City warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the City for the purpose of securing business. For breach or violation of

this provision, the Government shall have the right to annul this Agreement without liability or in its discretion to deduct from the Purchase Price the full amount of such commission, percentage, brokerage, or contingent fee.

18.02. Examination of Records. The City agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the City involving transactions related to this contract.

18.03. Officials Not To Benefit. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the Agreement if this Agreement is made with a corporation for its general benefit.

In Witness Whereof, the parties have caused their representatives to set their hands.

City:

GSA:

City of San Antonio, a Texas municipal corporation

The United States of America, acting by and through the General Services Administration

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: Contracting Officer

Date: _____

Date: _____

Approved as to Form:

City Attorney

Exhibit A (GSA Property)

METES AND BOUNDS DESCRIPTION
4.594 ACRE TRACT OF LAND OUT OF LOT 12, BLOCK 3 OF THE
CIVIC CENTER, PROJECT NO. 5, TEX. R-83
URBAN RENEWAL AGENCY
CITY OF SAN ANTONIO, TEXAS
BEXAR COUNTY, TEXAS

Being a 4.594 acre (18,591.333 square meters) tract of land out of Lot 12, Block 3, N.C.B. 13814 shown on the Subdivision Plat of the Civic Center, Project No. 5, Tex-R3 recorded in Volume 9518, Pages 123 to 126 of the Deed and Plat Records of Bexar County, Texas. Said 4.594 acre tract of land being the same tract of land called 4.595 acres as conveyed to the United States of America and recorded in Volume 5701, Page 384 of the Official Public Records of Bexar County. Said 4.594 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found ½ inch iron rod at the East curve return from Durango Blvd. to Alamo Street;

THENCE South 88 degrees 17 minutes 44 seconds East a distance of 32.98 feet (10.052m) to a found ½ inch iron rod with Northstar cap at the beginning of a curve to the right of radius 1255.00 feet (382.525m);

THENCE with said curve to the right of radius 1255.00 feet (382.525m), an arc length of 274.36 feet (83.625m), a central angle of 12 degrees 31 minutes 32 seconds, a chord bearing of South 82 degrees 21 minutes 31 seconds East, a chord length of 273.81 feet (83.457m), and a center point bearing South 01 degrees 22 minutes 43 seconds West, to the POINT OF BEGINNING, a found buried 2" diameter pipe referenced at surface by a set punch mark in a 1 ½ inch aluminum cap stamped RODS on a 5/8 inch iron rod in concrete monument in the North line of Durango Blvd. a variable width right of way for the West corner of the herein described tract.

THENCE from the Point of Beginning, North 44 degrees 23 minutes 44 seconds East a distance of 454.55 feet (138.547m) to a set punch mark in a 1 ½ inch aluminum cap on a 5/8 inch iron rod in concrete monument for the North corner of this tract;

THENCE South 45 degrees 37 minutes 12 seconds East a distance of 585.04 feet (178.320m) (deed 585.34) to a found buried ½ inch iron rod referenced at surface by a set punch mark in 1 ½ inch iron aluminum cap on a 5/8 inch iron rod in concrete monument;

THENCE South 44 degrees 26 minutes 55 seconds West, at 49.92 feet (15.216m) passing a set punch mark in a 1 ½ inch aluminum cap on 5/8 inch iron rod in asphalt for the North corner of a 3.0931 acre

November 4, 2008

tract as conveyed to the United States of America and recorded in Volume 6949, Page 112 of the Official Public Records of Bexar County, Texas thence continuing with the Northwest line of the 3.0931 acre tract for a total a distance of 281.04 feet (85.661m) (deed 280.84) to a set punch mark in aluminum cap on 5/8 inch rod drilled in concrete curb in the Northeast line of Durango Blvd.;

THENCE with the Northeast line of Durango Blvd. the Southwest line of this tract, North 50 degrees 28 minutes 06 seconds West a distance of 54.59 feet (16.639m) (deed 55.11 feet) to a set punch mark in 1 1/2 inch aluminum cap on 5/8 inch iron rod in concrete monument at the beginning of a curve to the left of radius 1255.00 feet (382.525m);

THENCE continuing with the Northeast line of Durango Blvd., the Southwest line of the herein described tract, along said curve to the left of radius 1255.00 feet (382.525m), an arc distance of 561.34 feet (171.096m), a central angle of 25 degrees 37 minutes 39 seconds, a chord bearing of North 63 degrees 16 minutes 55 seconds West, a chord length of 556.67 feet (169.673m), and a center point bearing South 39 degrees 31 minutes 54 seconds West, to the Point of Beginning containing 4.594 acres (18,591.333 square meters) more or less.

A plat of same date accompanies this description.

Bearings are referenced to the Texas Coordinate System, South Central Zone.

Metric units as indicated herein were derived from US survey feet and shown for information purposes only.

This survey was accomplished without the benefit of a Title Commitment and there may be additional easements or ownership discrepancies unknown to surveyor.



Robert J. Riley, RPLS 5157
November 4, 2008

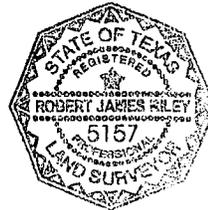


Exhibit B (City Property)

November 11, 2008
Page 1 of 3 Pages

Exhibit _____

State: Texas
County: Bexar

PROPERTY DESCRIPTION

Being a 6.350 acre (25,697.644 square meters) tract of land situated in Bexar County, Texas located in New City Block Number 13419, and being the remainder of Lot 8 of the Replat Establishing San Antonio Police Headquarters, with the City of San Antonio, Texas named as owner of land, recorded in Volume 9528, Pages 99-100 on February 23, 1994 in the Deed and Plat Records of Bexar County Texas (D.P.R.B.C.T.) said 6.350 acre tract being more particularly described as follows, with all bearings and coordinates based on the Texas State Plane Coordinate System, South Central Zone, North American Datum 1983 (CORS96 EPOCH 2002.00). All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.99984:

BEGINNING at the southeast corner of the intersection of Santa Rosa Street (110' width ROW) and Nueva Street (variable width ROW) as dedicated on the plat Tex R-39 Central West Area Project 1 Urban Renewal San Antonio, Texas as recorded in Volume 5502, Pages 29-31 on December 10, 1965 D.P.R.B.C.T. and said Replat Establishing San Antonio Police Headquarters, at the end of a corner curve in the south right-of-way line of said Nueva Street and at a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod in concrete set for the POINT OF BEGINNING of said 6.350 acre tract, having surface coordinates of X=2,128,619.25 and Y=13,703,875.58;

- 1) THENCE, South 73°47'07" East, along said south right-of-way Nueva a distance of 150.03 feet (45.729 m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod drilled and set in a concrete sidewalk for an angle point and a corner for herein described tract;
- 2) THENCE, South 83°55'10" East, continuing along said south right-of-way line of Nueva Street a distance of 385.07 feet (117.369 m) to the west line of San Pedro Creek (width varies) as indicated on said Tex R-39 Central West Area Project 1 Urban Renewal Plat, the east line of said Lot 8 and for the northeast corner of herein described tract which a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod drilled and set in a concrete wall ;
- 3) THENCE, along the said west line of San Pedro Creek and the east line of said Lot 8 the following six (6) courses:
 - 4) South 01°06'50" East, a distance of 12.08 feet (3.682 m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod drilled and set in a concrete wall for corner of herein described tract;
 - 5) South 14°07'32" West, a distance of 377.94 feet (115.196 m) to a cotton spindle drilled and set in a concrete wall for a corner of herein described tract;

November 11, 2008
6.350 Acres
Page 2 of 3 Pages

Exhibit _____

- 6) South 17°23'31" West, a distance of 133.98 feet (40.837 m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod drilled and set in a concrete wall for a corner of herein described tract;
- 7) South 19°30'14" West, a distance of 13.05 feet (3.978 m) to a nail and shiner found for a corner of said Lot 8 and a corner of herein described tract;
- 8) South 22°51'44" West, a distance of 15.26 feet (4.651 m) to a nail and shiner found for a corner of said Lot 8 and a corner of herein described tract;
- 9) South 23°18'07" West, a distance of 10.96 feet (3.341 m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod drilled and set in a concrete wall for the southeast corner of herein described tract;
- 10) THENCE, North 81°20'48" West, along the south line of herein described tract a distance of 79.26 feet (24.158m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod drilled and set in concrete for a corner of herein described tract;
- 11) THENCE, North 66°56'01" West, a distance of 439.27 feet (133.890m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod in concrete set in the east right-of-way of said Santa Rosa Street, in the west line of said Lot 8 and in the arc of a non-tangent curve to the left having a radius of 1255.00 feet (382.524 m) and which center point bears North 77°13'09" West, said disk set for the southwest corner of herein described tract;
- 12) THENCE, in a northerly direction, along said east right-of-way of Santa Rosa Street, and the west line of said Lot 8 and along the arc of said curve to the left, having a radius of 1255.00 feet (382.525 m), an arc length of 150.30 feet (45.812m), a central angle of 06°51'43", a chord bearing of North 09°21'00" East and a chord distance of 150.21 feet (45.784m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod in concrete set for the point of tangency of said curve, for a corner of said Lot 8 and for a corner of herein described tract;
- 13) THENCE, North 05°55'08" East, continuing along common line a distance of 260.41 feet (79.373 m) to a 1 ½ inch aluminum disk stamped RODS on a 5/8 inch iron rod in concrete set for the point of curvature of a curve to the right having a radius of 40 feet, from which the center point bears South 84°04'52" East, said disk set for a corner of said Lot 8 and for a corner of herein described tract;

November 11, 2008
6.350 Acres
Page 3 of 3 Pages

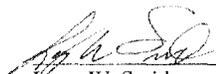
Exhibit _____

- 14) THENCE, in a easterly direction along said common line and along the arc of said curve to the right, having a radius of 40 feet (12.192 m), an arc length of 70.02 feet (21.342 m), a central angle of 100°17'45", a chord bearing of North 56°04'01" East and a chord distance of 61.42 feet (18.721 m) to the POINT OF BEGINNING and containing within 6.350 acres (25,697.644square meters) more or less, of land.

NOTE:

1. Metric units as indicated herein were derived from survey feet and shown for information purposes only.
2. This survey was accomplished without the benefit of a Title Commitment and there may be additional easements or ownership discrepancies, unknown to surveyor.
3. Survey Plat accompanies this description.

I hereby certify to The General Services Administration and its designated title guarantee company that a Boundary Survey of the lands as described hereon was made under my direction from August through October 2008 and that to the best of my professional knowledge and belief the survey represented hereon meets the minimum technical standards for surveys as set forth under Title 22, Part 29, Chapter 663, Subchapter B, Texas Administrative Code, pursuant to Chapter 1071 Texas Statutes and substantially to those specifications for Boundary Utility Surveys, dated May 9, 2008, as set forth by the U.S. General Services Administration.


Larry W. Smith

11-18-2008

2 of 4

Registered Professional Land Surveyor - Texas Registration Number 4279
RODS Surveying, Inc.
7719 Wood Hollow Dr. Suite 105
Austin, Texas 78746
Ph: 512.358.0081



Exhibit C

Representations.

A. Transferor's Representations to Transferee.

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

1. *Authority.* Transferor is the type of entity specified in the signature block adjacent to its name and is duly organized, validly existing, and in good standing under the laws of the state of Texas and the United States of America with authority to convey the Property to Transferor. This contract is, and all documents required by this contract to be executed and delivered to Transferor at closing will be, duly authorized, executed, and delivered by Transferor.

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

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

4. *Licenses, Permits, and Approvals.* Transferor 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.* Transferor 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 Transferring the Property.* Transferor has not obligated itself to transfer the Property to any party other than Transferor. Transferor's performance of this contract will not cause a breach of any other agreement or obligation to which Transferor 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 Transferor has given its consent.

8. *No Other Representation.* Except as stated above, Transferor makes no representation with respect to the Property.

9. *No Warranty.* Transferor 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 Transferor’s Representations To Transferee Set Forth In Section A Of This Exhibit B.

The Property Will Be Conveyed To Transferee In An “As Is, Where Is” Condition, With All Faults. All Warranties Are Disclaimed. In light of the Arms-Length nature of this property exchange, the transferor, whether it is the City or the United States, has no obligation to perform subsequent remediation of the property after the exchange of properties has been consummated. This elimination of any post-transfer remediation obligation, as between the parties, includes elimination of the obligations the United States might otherwise have had pursuant to CERCLA Section 120(h) (42 U.S.C. Sec. 9620(h)) in regard to any post-transfer remedial responses.

Finally, the "As Is, Where Is" nature of this property exchange also includes existant contamination that affects both parcels, and is the subject of the APAR submittals the parties are currently preparing for TCEQ's review and action. It is understood by both parties that TCEQ may ultimately require use restrictions on the Properties that would allow for commercial but not residential uses due to existing contamination. See the following documents for details on the type and nature of contamination present on each parcel:

1.

PHASE I ENVIRONMENTAL SITE ASSESSMENT

**General Services Administration (GSA) Site
E. Durango Boulevard and Indianola Street
San Antonio, Texas**

**WBS #40-00176
Environmental Project Code: 01-616F6-126REA**

Prepared for:

**Ms. Leticia Arzate
City of San Antonio
Capital Improvement Management Services
Environmental Management Division
1920 Grandstand
San Antonio, Texas 78238**

Prepared by:



**Geo Strata Environmental Consultants, Inc.
4718 College Park
San Antonio, TX 78249**

Geo Strata Project No. 697-SA-Phase 1

August 2008

PHASE II ENVIRONMENTAL SITE ASSESSMENT

**General Services Administration (GSA) Site
E. Durango Boulevard and Indianola Street
San Antonio, Texas**

**WBS #40-00176
Environmental Project Code: 01-616F6-126REA**

Prepared for:

**Ms. Leticia Arzate
City of San Antonio
Capital Improvement Management Services
Environmental Management Division
111 Soledad, Suite 675
San Antonio, Texas 78205**

Prepared by:



**Geo Strata Environmental Consultants, Inc.
4718 College Park
San Antonio, TX 78249**

Geo Strata Project No. 697-SA- Phase 2

November 2009

PHASE II
Environmental Site Assessment

San Antonio Police Headquarters Site
Bexar County
San Antonio, Texas

Prepared for:

General Services Administration (GSA)
Public Buildings Service

819 Taylor Street, Room 11A01
Fort Worth, TX 76102

Prepared by:

Q2 Environmental Services JV
13588 Florida Boulevard

Baton Rouge, Louisiana 70819
(800) 889-5378

July 2010

4.

Certified Sanborn® Map Report 6/26/08

Site Name:

GSA Site
Durango Street and Indianola
San Antonio, TX 78205

Client Name:

Geo Strata Environmental
4718 College Park
San Antonio, TX 78249
EDR Inquiry # 2254630.3S Contact: Carrie Holderfield

5.

The EDR Radius Map Report with GeoCheck
EDR Environmental Data Resources Inc.

GSA Site

Durango Street and Indianola Street
San Antonio, TX 78205
Inquiry Number: 2255826.1s
June 26, 2008

6. NEPA Report

7. Regulatory Agency Approval Letters

C. Transferee's Representations to Transferor.

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

1. *Authority.* Transferee is the type of entity specified in the signature block adjacent to its name and is duly organized, validly existing, and in good standing under the laws of the state of Texas, with authority to accept the Property from

Transferor. This contract is, and all documents required by this contract to be executed and delivered to Transferor at closing will be, duly authorized, executed, and delivered by Transferee.

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

Exhibit D

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
(and Assignment of Claims)**

Authorizing Ordinance:

Statutory Authority: The Public Buildings Act of 1959, as amended, codified at 40 U.S.C. 3305 (a)(1), and the rules, orders and regulations issued pursuant thereto

Grantor: The **United States of America**, acting by and through its General Services Administration

Grantor's Address: General Services Administration, Public Buildings Service, Portfolio Management (7PT), 819 Taylor Street, Room 12B01 Fort Worth, Texas 76102 (Attention: William Neil Landers, Contracting Officer)

Grantee: City of San Antonio, a Texas municipal corporation

Grantee's Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: David McGowen, Real Estate Manager)

Consideration: The premises, the benefit to the public to arise from the City's use of the Property, \$4,947,000.00 in hand paid by Grantor, the mutual obligations, conveyances, and exchange transfers effected hereby and by separate deed, more particularly set out in that Real Estate Exchange Contract dated [INSERT DATE], by and between Grantor and Grantee

Property: The real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas more particularly described on **Exhibit A**, which is incorporated by

reference for all purposes as if fully set forth.

Grantor, for the Consideration, Grants, Sells, Bargains, and Conveys the Property to Grantee, together with, all and singular, the rights and appurtenances thereto in anywise belonging, subject to the reservations from and exceptions to conveyance and warranty hereinafter made, to Have and To Hold unto Grantee and Grantee's successors and assigns forever.

This deed and conveyance is made subject to the following matters to the extent, and only to the extent, the same are valid and subsisting and affect the property: Reference is made to Exhibit "B" which is attached hereto and incorporated by reference for all purposes.

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.

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. But Grantor represents that it has not previously conveyed the Property to anyone else.

[INSERT USE RESTRICTION LANGUAGE REQUIRED BY TCEQ, IF ANY, PURSUANT TO THE APARs BEING PURSUED BY THE PARTIES FOR THEIR RESPECTIVE PARCELS]

Assignment of Claims

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

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

Grantor:

The **United States of America**,
acting by and through its General Services Administration

By: _____

Printed
Name: _____

Title: Contracting Officer

Date: _____

THE STATE OF TEXAS ☆

COUNTY OF BEXAR ☆

This instrument was acknowledged before me this date by _____,
Contracting Officer of the **United States of America**, acting by and through its General
Services Administration, an agency of the United States of America, in the capacity
therein stated and on behalf of that entity.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

After Recording, Return To:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
(Bexar County)

Attachments to Deed without Warranty:
Exhibit A (Property)
Exhibit B (Matters)

Exhibit E

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
(and Assignment of Claims)**

Authorizing Ordinance:

Statutory Authority: The Public Buildings Act of 1959, as amended, codified at 40 U.S.C. 3305 (a)(1), and the rules, orders and regulations issued pursuant thereto

Grantor: City of San Antonio, a Texas municipal corporation

Grantor's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: David McGowen, Real Estate Manager)

Grantee: The **United States of America**, acting by and through its
General Services Administration

Grantee's Address: General Services Administration, Public Buildings
Service, Portfolio Management (7PT), 819 Taylor Street,
Room 12B01 Fort Worth, Texas 76102 (Attention:
William Neil Landers, Contracting Officer)

Consideration: The premises, the benefit to the public to arise from the United States' use of the Property, \$4,947,000.00 in hand paid by Grantee, the mutual obligations, conveyances, and

exchange transfers effected hereby and by separate deed, more particularly set out in that Real Estate Exchange Contract dated [INSERT DATE], by and between Grantor and Grantee

Property: The real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas more particularly described on **Exhibit A**, which is incorporated by reference for all purposes as if fully set forth.

Grantor, for the Consideration, Grants, Sells, Bargains, and Conveys the Property to Grantee, together with, all and singular, the rights and appurtenances thereto in anywise belonging, subject to the reservations from and exceptions to conveyance and warranty hereinafter made, to Have and To Hold unto Grantee and Grantee's successors and assigns forever.

This deed and conveyance is made subject to the following matters to the extent, and only to the extent, the same are valid and subsisting and affect the property: Reference is made to Exhibit "B" which is attached hereto and incorporated by reference for all purposes.

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.

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. But Grantor represents that it has not previously conveyed the Property to anyone else.

[INSERT USE RESTRICTION LANGUAGE REQUIRED BY TCEQ, IF ANY, PURSUANT TO THE APARs BEING PURSUED BY THE PARTIES FOR THEIR RESPECTIVE PARCELS AND ANY HISTORIC PRESERVATION COVENANTS REQUIRED PURSUANT TO THE NATIONAL HISTORIC PRESERVATION ACT PROCESS.]

Assignment of Claims

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

The acquiring Federal agency is the United States General Services Administration.

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

Grantor:

City of San Antonio

By: _____

Printed
Name: _____

Title:

Date: _____

THE STATE OF TEXAS ☆

COUNTY OF BEXAR ☆

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

Date: _____

Notary Public, State of Texas

My Commission expires: _____

After Recording, Return To:

General Services Administration
Public Buildings Service, Portfolio Management (7PT)
819 Taylor Street, Room 12B01
Fort Worth, Texas 76102
(Attention: William Neil Landers, Contracting Officer)

Attachments to Deed without Warranty:

Exhibit A (Property)
Exhibit B (Matters)

Exhibit F

Title Company Acceptance of Escrow and Receipt for Contract

GSA: The United States of America, acting by and through the
General Services Administration

Address: General Services Administration, Public
Buildings Service, Portfolio Management (7PT),
819 Taylor Street, Room 12B01 Fort Worth,
Texas 76102 (Attention: William Neil Landers,
Contracting Officer)

City: City of San Antonio

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

GSA Property: 655 and 643 East Durango Boulevard

City Property: 214 West Nueva Street

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

Alamo Title Company

By: _____

Printed
Name: _____

Title: _____

Date: _____

Exhibit G

(attach highlighted Utility Survey)

Exhibit H

(Attach form of "Solid Waste Management Unit Notice Affidavit")

STATE OF TEXAS § **AFFIDAVIT TO THE PUBLIC**
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared David Newman, Environmental Services Manager, City of San Antonio who, after being by me duly sworn, under oath states that he is the authorized representative of the City of San Antonio, the owner of record of that certain tract or parcel of land lying and being situated in Bexar County, Texas, and being more particularly described as follows: **Ira Lee Road Landfill**; see **Attachment 1** for legal description.

The undersigned further states that from the year 1975 to the year 1978 there was operated on the aforesaid tract of land a Municipal Solid Waste Disposal Site. Further, the undersigned states that the City of San Antonio was the operator of such Municipal Solid Waste Disposal Site.

Pursuant to the Rules of the Texas Commission on Environmental Quality pertaining to the use of land over a closed municipal solid waste landfill, this document is hereby filed in the Deed Records of Bexar County, Texas in compliance with Title 30 of the Texas Administrative Code, Part 1, Chapter 330, Subchapter T. Restrictions on the development or lease of the land exist in the Texas Health and Safety Code, Chapter 361, Subchapter R and Title 30 of the Texas Administrative Code, Part 1, Chapter 330, Subchapter T.

Notice is hereby provided to any future owner or user of the site to consult with the Texas Commission on Environmental Quality or successor agency prior to planning or initiating any activity involving the disturbance of the landfill cover or monitoring system.

WITNESS MY HAND on this the ____ day of _____, 20 ____.

Operator

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20 ____.

Notary Public, State of Texas

_____ County, Texas