

AN ORDINANCE 7 620 1

APPROVING THE PURCHASE OF THE MID-CITY PARKING GARAGE LOCATED AT 240 EAST HOUSTON STREET FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION; APPROPRIATING THE SUM OF \$ 1,731,893.00 IN CONNECTION WITH SUCH TRANSACTION, TO INCLUDE: (1) \$ 1,500,000.00 FOR THE PURCHASE PRICE; (2) \$200,000.00 FOR CERTAIN STRUCTURAL IMPROVEMENTS TO THE FACILITY; AND (3) \$ 31,893.00 AS A SUPPLEMENT TO THE CURRENT BUDGET OF THE PARKING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS TO COVER WAGES AND OPERATION SUPPLIES FOR THE REMAINDER OF FISCAL YEAR 1991-1992; ESTABLISHING PARKING RATES FOR SAID GARAGE; AND AUTHORIZING AN INCREASE TO THE PERSONNEL COMPLEMENT OF SAID PARKING DIVISION IN ORDER TO EFFICIENTLY OPERATE THE GARAGE.

\* \* \* \* \*

WHEREAS, the CITY OF SAN ANTONIO ("CITY"), as "LESSOR", is currently leasing CITY-owned land under the Mid-City Parking Garage, at 240 E. Houston Street, to the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"), as ultimate successor, through foreclosure, to the interest of MID CITY LIMITED, a Texas Limited Partnership, as "LESSEE", under that certain Ground Lease dated August 4, 1983, having been authorized pursuant to City of San Antonio Ordinance No. 57338, passed and approved on July 28, 1983, which such lease was thereafter amended by Ordinance No. 62119, passed and approved on January 2, 1986; and

WHEREAS, an opportunity has arisen for the CITY to purchase the leasehold interest of the FDIC, under the afore-mentioned Ground Lease, as amended, including all of the improvements known as the Mid-City Parking Garage, as well as, other lease space, for the sum of \$1,500,000.00, which purchase would provide the CITY an additional revenue-producing parking facility in the heart of the Central Business District; and

WHEREAS, such purchase will also allow the CITY, as owner, to make some \$200,000.00 in improvements to the structure, to maintain its condition, which maintenance was not assured under the current Ground Lease; and

WHEREAS, the CITY, through new parking rates to be established for the garage, should be able to more fully utilize the capacity of the garage to generate revenue; and

WHEREAS, it will be necessary to hire additional personnel and purchase equipment and supplies, in the amount of \$ 31,893.00 in order to efficiently operate and maintain the garage, once the CITY purchases same; NOW THEREFORE:

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

SECTION 1. The purchase by the CITY OF SAN ANTONIO is hereby approved of the leasehold interest of the FEDERAL DEPOSIT INSURANCE CORPORATION, as ultimate successor, through foreclosure, to the interest of MID CITY LIMITED, a Texas Limited Partnership, as "LESSEE", under that certain Ground Lease dated August 4, 1983, as amended in 1986, such purchase to

include all of the improvements known as the Mid-City Parking Garage and other additional lease space located at 240 East Houston Street, situated on a tract of land out of Block 21, New City Block 406, San Antonio, Bexar County, Texas, for the purchase price of \$ 1,500,000.00.

**SECTION 2.** The City Manager, Assistant City Manager, or Real Estate Manager, Real Estate Division, Public Works Department, City of San Antonio, as designee of the City Manager, is hereby authorized to execute, on behalf of the CITY OF SAN ANTONIO, as "Purchaser", that certain Purchase and Sale Agreement, with the FEDERAL DEPOSIT INSURANCE CORPORATION, as "Seller," as well as, any and all other documents, as first reviewed and approved by the City Attorney, pursuant to Section 54 of the Charter of the City of San Antonio, related to such purchase of the leasehold interest and improvements referenced in SECTION 1.

**SECTION 3.** In connection with such purchase, the sum of \$ 800,000.00 is hereby appropriated and authorized to be transferred:

FROM:

FUND # 43-603008, 1986 Municipal Buildings Certificates of Obligation's Fund

INTO:

FUND # 53-001, Parking Operations and Maintenance Fund, Index Code 913467 "Transfer to Fund 53-001", as a temporary loan and the establishment is hereby authorized and approved of a receivable for the sum of \$800,000.00 for repayment of said amount from FUND # 53-001, Parking Operations and Maintenance Fund.

**SECTION 4.** There is hereby accepted the Budget Revenue sum of \$800,000.00 for transfer:

INTO:

FUND # 53-001, Parking Operations and Maintenance Fund

FROM:

FUND # 43-603008, as detailed in SECTION 3 above, using Index Code 115790 "Transfer from 43-603008 (53-001)"

**SECTION 5.** The following sums are hereby authorized and appropriated to be paid as follows:

\$1,500,000.00 out of FUND # 53-001 Parking Operations and Maintenance Fund, Index Code 366591, "Building", Object Code 05-362, Activity No. 23/10/10 "Public Works, Parking Facilities, Mid-City Parking Facility," which amount consists of the \$800,000.00 transferred above and \$700,000.00 already in said Parking Fund, payable to:

ALAMO TITLE COMPANY, 175 East Houston Street, San Antonio, Texas, which amount is hereby authorized to be paid in separate checks, as necessary to pay any fees and deposits, to specifically include the sum of \$50,000.00 which the FEDERAL DEPOSIT INSURANCE CORPORATION is requiring as an Earnest Money Deposit, should the purchase not close by August 3, 1992, such amount to be applied toward the purchase price at a later-dated Closing.

\$200,000.00 out of FUND # 53-001 Parking Operations and Maintenance Fund, Index Code 366740, "Building", Object Code 05-362, Activity No. 23/10/10 "Public Works, Parking Facilities, Mid-City Parking Facility".

**SECTION 6.** Reimbursement is hereby authorized to be made from the proceeds, upon receipt thereof, of the issuance of 1992 Tax Exempt Certificates of Obligation to the Parking Fund # 53-001 referenced

herein for the amounts paid from said fund to purchase the garage and make improvements to the garage structure, being a total of \$1,700,000.00.

SECTION 7. The following Parking rates are hereby approved to be charged in the Mid-City Parking Garage, at 240 East Houston Street, effective with the City's taking possession of said garage after the closing of the purchase referenced in SECTION 1:

A. <u>Time Limit</u>	<u>Current Rate</u>	<u>Proposed Rates</u>
1/2 hr.	\$ 1.10	\$ .50
1 hr.	2.15	1.00
1 1/2 hr.	3.20	1.50
2 hr.	4.25	2.00
2 1/2 hr.		2.50
3 hr.		3.00
3 1/2 hr.		3.50
Event Parking	4.00	3.00

B. There is further hereby approved to be charged in said garage a discount ticket validation program at a rate of \$.50 for the first hour and \$ .50 for each 1/2 hour thereafter with a \$3.50 maximum per day.

C. Still further the following monthly rates are hereby approved for said parking garage:

Basement/other levels	\$73.85/\$58.40	\$68.00/\$53.00
Resident Ticket	-	\$40.00
Magcard Deposit/(refundable)	\$15.00	15.00
Lost Ticket	\$ 4.25	7.00

SECTION 8. In connection with operation of the Mid-City Parking Garage once the CITY OF SAN ANTONIO purchases and takes possession of such parking facility, the following positions are hereby authorized:

- 1 Parking Superintendent
- 3 Full Time Parking Toll Attendants
- 2 Part Time Parking Toll Attendants
- 1 Laborer

SECTION 9. The following sums are hereby authorized and appropriated to be paid from FUND # 53-001 Parking Operations and Maintenance Fund, from the various index codes, object codes and ALL BEING Activity Number 23/10/10 "Public Works, Parking Facilities, Mid-City Parking Facility," for the purpose of supplementing the payment of wages and the purchase of operational supplies and equipment for the Mid-City Garage for the two remaining months of August and September, 1992, in FY 1991-1992:

<u>Amount</u>	<u>Index Coae</u>	<u>For</u>	<u>Object Code</u>
\$ 13,843.00	366039	"Regular Salaries"	01-010
200.00	366492	"Communications"	02-110
4,000.00	366526	"Fees to Professional Contractor"	02-160
2,000.00	366534	"Maintenance & Repair Equipment"	02-142
8,200.00	366542	"Gas & Electricity"	02-154
1,250.00	366559	"Printing"	02-181
500.00	366567	"Office Supplies"	03-210
700.00	366575	"Uniforms"	03-214
3,200.00	366765	"Two-Way Radios"	05-373

\$ 31,893.00 TOTAL

PASSED AND APPROVED this 23<sup>rd</sup> day of July, 1992.

*Robert W. Wolff*  
M A Y O R

ATTEST:

*[Signature]*  
ASSISTANT city Clerk

APPROVED AS TO FORM:

*Tom Finlay*  
City Attorney

92-31

*PURCHASING  
MID-CITY  
PARKING  
GARAGE*

ITEM NO. 99  
DATE: JUL 23 1992

MEETING OF THE CITY COUNCIL  
MOTION BY: Wing SECONDED BY: Solis

ORD. NO. 76201 ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

	ARTS & CULTURAL AFFAIRS
	AVIATION
	BUILDING INSPECTIONS
	BUILDING INSPECTIONS HOUSE NUMBER
	CITY ATTORNEY
1	MUNICIPAL COURT (HOLLIS YOUNG)
	REAL ESTATE (FASNIDGE)
	REAL ESTATE (HUBBARD)
	REAL ESTATE (WOOD)
	TRIAL SECTION
	CITY MANAGER
	TRAVIS BISHOP, ASST. TO MGR.
	CODE COMPLIANCE
	INTERGOVERNMENTAL RELATIONS
	CITY PUBLIC SERVICE-GENERAL MGR.
	CITY PUBLIC SERVICE-MAPS/RECORDS
	CITY WATER BOARD-GENERAL MGR.
	COMMERCIAL RECORDER
	COMMUNITY DEVELOPMENT (BASEMENT)
	COMMUNITY INITIATIVES
	CONVENTION & VISITORS BUREAU
	CONVENTION FACILITIES
	DOME DEVELOPMENT OFFICE
	ECONOMIC DEVELOPMENT
1	FINANCE DIRECTOR
	ASSESSOR
1	CONTROLLER
	GRANTS
	RISK MANAGEMENT
	TREASURY
	FIRE DEPARTMENT
	HOUSING TRUST
	INFORMATION RESOURCES
	INTERNATIONAL RELATIONS
	LIBRARY
1	MANAGEMENT SERVICES (BUDGET)
1	MANAGEMENT SERVICES (PERSONNEL)
	MARKET SQUARE
	METROPOLITAN HEALTH DISTRICT
	MUNICIPAL CODE CORP. (PUBLICATION)
	MUNICIPAL COURTS
	PARKS & RECREATION
	PLANNING
	LAND DEVELOPMENT SERVICES
	POLICE DEPARTMENT
	POLICE DEPT.-GROUND TRANSPORTATION
	PUBLIC INFORMATION OFFICE
	PUBLIC UTILITIES
1	PUBLIC WORKS
	CAPITAL PROJECTS
	CENTRAL MAPPING
	ENGINEERING
1	PARKING DIVISION
	REAL ESTATE (BILL TOUDOUZE)
	SOLID WASTE
	TRAFFIC ENGINEERING
	PURCHASING & GENERAL SERVICES
	WASTEWATER MANAGEMENT

	ROLL CALL	AYES	NAYS
ROGER PEREZ PLACE 1		✓	
FRANK PIERCE PLACE 2		✓	
LYNDA BILLA BURKE PLACE 3		<i>Absent</i>	
FRANK D. WING PLACE 4		✓	
JUAN F. SOLIS III PLACE 5		✓	
HELEN AYALA PLACE 6		✓	
YOLANDA VERA PLACE 7		<b>ABSENT</b>	
BILL THORNTON PLACE 8		✓	
WEIR LABATT PLACE 9		✓	
LYLE LARSON PLACE 10		✓	
NELSON WOLFF PLACE 11 (MAYOR)		✓	

**92-31**

**FILE** "MID-CITY PARKING GARAGE" #2

**MID CITY  
PARKING RATES  
JULY, 1992**

<u>Time Limit</u>	<u>Current Rate</u>	<u>Proposed Rates</u>
1/2 hr	\$1.10	\$ .50
1 "	2.15	1.00
1 1/2 "	3.20	1.50
2 "	4.25	2.00
2 1/2 "		2.50
3 "		3.00
3 1/2 "		3.50
Event Parking	4.00	3.00

Presently, there is no discount ticket validation program in use at the Mid-City Garage. The proposal is to establish a program at a rate of \$ .50 for the first hour and \$ .50 for each 1/2 hour thereafter with a \$3.50 maximum per day.

Monthly Rates

Basement/other levels	\$73.85/\$58.40	\$68.00/\$53.00
Resident Rate	-	\$40.00
Magcard Deposit/(refundable)	\$15.00	15.00
Lost Ticket	\$ 4.25	7.00

NOTE: The above rates are the same as the Riverbend, HemisFair, and Marina Garage.

Mid-City Proforma Income Statement  
Non-Taxable Scenario

Purchase: NPV 3 MIL GROUND LEASE plus 1.7 Mil  
\$1,500,000 Garage  
\$ 200,000 Repairs & Maintenance

Lease Revenue: Actual based on records, includes escalators

Parking: Actual Revenue @ 4% inc per year

(in 000's)

Period Ending	O & M Expense	Garage Debt Serv	Land Bond Pynt Due	Total Expense	Revenue Garage	Revenue Retail	Total Revenue	Net Revenue	VS. Incentive Payments	Favorable (Unfavorable)	Cumulative Amount
10/1993	\$247	\$148	\$193	\$588	\$707	\$47	\$754	\$166	\$107	\$59	\$59
10/1994	\$255	\$148	\$172	\$575	\$736	\$47	\$783	\$208	\$128	\$80	\$139
10/1995	\$265	\$148	\$172	\$585	\$765	\$47	\$812	\$227	\$128	\$99	\$238
10/1996	\$272	\$148	\$171	\$591	\$796	\$47	\$843	\$252	\$129	\$123	\$361
10/1997	\$282	\$148	\$196	\$626	\$828	\$48	\$876	\$250	\$104	\$146	\$507
10/1998	\$291	\$148	\$224	\$663	\$861	\$49	\$910	\$247	\$76	\$171	\$678
10/1999	\$301	\$148	\$231	\$680	\$895	\$50	\$945	\$265	\$69	\$196	\$874
10/2000	\$310	\$148	\$236	\$694	\$931	\$51	\$982	\$288	\$64	\$224	\$1,098
10/2001	\$320	\$148	\$228	\$696	\$968	\$52	\$1,020	\$324	\$72	\$252	\$1,350
10/2002	\$330	\$148	\$225	\$703	\$1,007	\$53	\$1,060	\$357	\$75	\$282	\$1,632
10/2003	\$342	\$148	\$226	\$716	\$1,047	\$54	\$1,101	\$385	\$74	\$311	\$1,943
10/2004	\$353	\$148	\$227	\$728	\$1,089	\$56	\$1,145	\$417	\$73	\$344	\$2,287
10/2005	\$365	\$148	\$219	\$732	\$1,133	\$57	\$1,190	\$458	\$81	\$377	\$2,664
10/2006	\$378	\$148	\$213	\$739	\$1,178	\$58	\$1,236	\$497	\$87	\$410	\$3,074
10/2007	\$390	\$148	\$205	\$743	\$1,225	\$59	\$1,284	\$541	\$95	\$446	\$3,520
10/2008	\$402	\$148	\$203	\$753	\$1,274	\$60	\$1,334	\$581	\$97	\$484	\$4,004
10/2009	\$416	\$148	\$199	\$763	\$1,325	\$61	\$1,386	\$623	\$101	\$522	\$4,526
10/2010	\$429	\$148	\$197	\$774	\$1,378	\$63	\$1,441	\$667	\$53	\$614	\$5,140
10/2010	\$443	\$148	\$202	\$793	\$1,433	\$64	\$1,497	\$704	\$28	\$676	\$5,816
10/2012	\$458	\$148	\$199	\$805	\$1,490	\$65	\$1,555	\$750	(\$21)	\$771	\$6,587

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\$4,138

intrt periods pv  
0.00542 240 \$1,700,000 \$12,333

\*Revenues Garage  
Daily 335 daily x \$2.5 x 254 \$212,725  
Mix Hopital 400 x \$41.68 x 12 months \$200,064  
Monthly 100 x \$53 x 12 months \$63,600  
Events 110 events x 700 x \$3 \$231,000

Rates  
Daily \$.50 per half hour/\$3.50  
Monthly \$53  
Validations 1st hr. at \$.50  
thereafter \$.50 every 1/2 hr. with \$3.50 max.

-----  
\$707,389



# ALAMO TITLE COMPANY

DOWNTOWN BRANCH  
175 E. HOUSTON, SUITE 200  
512/227-0231  
SAN ANTONIO, TEXAS 78205

No. 3615

PAY

ALAMO TITLE 2459

DATE  
08/11/92

CHECK NO.  
3615

PAY THIS AMOUNT  
\$24.59

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 90 DAYS.

TO  
THE  
ORDER  
OF

City of San Antonio

Tran Nbr: DT 260759

R. B. Squilla  
ALAMO TITLE COMPANY - DOWNTOWN BRANCH - ESCROW ACCOUNTS

NationsBank of Texas, N.A.  
San Antonio, Texas

⑈003615⑈ ⑆114000019⑆ ⑆7114639571⑆

City of San Antonio

08/11/92 3615 \$24.59

Tran Nbr: DT 260759

Closer: R. B. Squilla

Seller(s): F D I C

Buyer(s): City of San Antonio

Property: A 0.648 acre tract being Lots

229872J

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §  
  §  
COUNTY OF BEXAR           §

FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto CITY OF SAN ANTONIO, a Texas municipal corporation ("Grantee"), certain land being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns, subject to the Permitted Exceptions, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE PURCHASE AND SALE AGREEMENT PURSUANT TO WHICH THIS DEED IS DELIVERED, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 10th day of August, 1992.

AFTER RECORDING RETURN TO:  
City of San Antonio  
P. O. Box 839966  
San Antonio, Texas 78283-3966  
Attn: Warner F. Fassnidge  
Asst. City Attorney

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By: [Signature]  
Printed Name: AMBER GREGORY  
Its Attorney-in-Fact

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08-11-92 0742217 0800170 \$9.00 Y 001 09053

Address of Grantee:  
CITY OF SAN ANTONIO  
100 S. Flores  
2nd Floor, City Hall  
San Antonio, Texas 78205  
Attn: City Clerk

AGREED TO AND ACCEPTED BY GRANTEE:

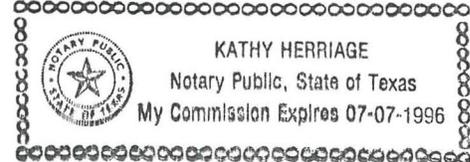
CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: William S. Tardouze  
Name: WILLIAM S. TARDOUZE  
Title: REAL ESTATE MGR.

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 7, 1992, by Charles Sebesta, as Attorney-in-Fact on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America.

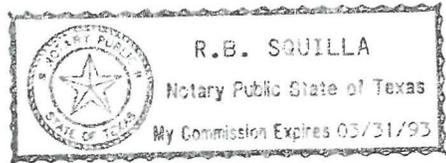
Kathy HERRIAGE  
NOTARY PUBLIC, State of Texas



THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on August 10th, 1992, by WILLIAM S. TARDOUZE, the REAL ESTATE MGR. of CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said corporation.

R.B. Squilla  
NOTARY PUBLIC, State of Texas



VOIS 4 | 2 PAGE | 0 | 4

# NORTHSTAR LAND SURVEYING

8301 BROADWAY, SUITE 420  
SAN ANTONIO, TEXAS 78209  
(512) 826-6228

FAX (512) 826-6237  
**EXHIBIT "A"**  
FIELD NOTES FOR

A 0.648 ACRE TRACT OF LAND BEING LOTS 8, 7, 6 AND THE EAST 5 FEET OF LOT 5, BLOCK 21, NEW CITY BLOCK 406, SAN ANTONIO, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING:** At a set lead plug and survey tack in brick walk on the south right-of-way line of E. Houston Street at the intersection of the west right-of-way line of Navarro Street, the northeast corner of this tract;

**THENCE:** South 00 degrees 03 minutes 00 seconds West (bearings are based on Exhibit "A" of the Title Commitment) 161.60 feet with the west right-of-way line of Navarro Street to a set lead plug and survey tack in brick walk at the intersection of the north right-of-way line of College Street, the southeast corner of this tract;

**THENCE:** North 89 degrees 47 minutes 00 seconds West 175.15 feet with the north right-of-way line of College Street to a set lead plug and survey tack in concrete walk, the southwest corner of this tract;

**THENCE:** North 00 degrees 03 minutes 00 seconds East 160.59 feet to a set lead plug and survey tack in brick walk on the south right-of-way line of E. Houston Street, the northwest corner of this tract;

**THENCE:** North 89 degrees 53 minutes 00 seconds East 175.15 feet with the south right-of-way line of E. Houston Street to the POINT OF BEGINNING, containing 0.648 acres.

These field notes are based on a survey made on the ground and a survey map prepared by employees of Northstar Land Surveying who were working under my supervision.



June 25, 1992  
Job No. S-1103A  
TCH:vls

*Thomas C. Haberer*  
Thomas C. Haberer  
Registered Professional Land Surveyor #4350

EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of parties in possession.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters 1) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 2) resulting in no loss or damage to the Grantee; or 3) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases and rights of parties therein.
6. Any shortages in area.
7. Standby fees and taxes for the year 1992 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership for State of Texas, Bexar County, City of San Antonio and San Antonio Independent School District.
8. Homestead or community property or survivorship rights, if any, of any spouse of Grantee.
9. Easements granted to the Foundation for Cultural Arts in San Antonio and Magestic Development Co., by instruments recorded in Volume 4447, Page 661; Volume 4447, Page 672; Volume 4447, Page 683; and Volume 4447, Page 694 of the Real Property Records of Bexar County, Texas.
10. Easement granted to the Foundation for Cultural Arts in San Antonio, by instrument recorded in Volume 5091, Page 1199, of the Real Property Records of Bexar County, Texas.

  
\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO

1992 AUG 10 PM 4: 32

Any provision herein which restricts the sale or use of the described property because of race is invalid and unenforceable under federal law.

STATE OF TEXAS, COUNTY OF BEXAR

hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Bexar County, Texas on

AUG 12 1992



*Robert D. Green*

County Clerk Bexar County, Texas

2298721

RELEASE OF GROUND LEASE AGREEMENT

THE STATE OF TEXAS

\*

KNOW ALL MEN BY THESE PRESENTS:

\*

COUNTY OF BEXAR

\*

WHEREAS, a certain Ground Lease Agreement dated August 4, 1983 was entered into between The CITY OF SAN ANTONIO, as Lessor, (referred to as "CITY" in said Agreement), and MID CITY LIMITED, a Texas Limited Partnership, as Lessee, executed pursuant to City of San Antonio Ordinance No. 57338, dated July 23, 1983, as amended, covering property more particularly described in said Lease and additionally described in a Memorandum of Lease Agreement recorded in Volume 2943, Page 1717, of the Official Public Records of Real Property of Bexar County, Texas, said real property being the same as is more particularly described by field notes as follows:

BEING a 0.646 acre (28139.76 sq. ft.) tract of land out of Block 21, N.C.B. 406 and being the east 5 feet of Lot 5 and all of Lots 6, 7, and 8 of Block 21, N.C.B. 406, City of San Antonio, and being more particularly described by metes and bounds as follows:

BEGINNING at a chiseled "x" found in the south right-of-way line of East Houston Street at the intersection with the west right-of-way line of Navarro Street for the northeast corner of said Block 21, and being the northeast corner of the herein described tract:

THENCE S 0°40'00" W, with the west right-of-way line of Navarro Street, a distance of 161.58 feet to a chiseled "x" found at the intersection of the west right-of-way line of Navarro Street and the north right-of-way line of College Street for the southeast corner of said Block 21 and the southeast corner of this tract;

THENCE N 89°47'35" W, with the north right-of-way line of College Street, a distance of 174.77 feet to a point for the southwest corner of this tract;

THENCE N 0°04'00" E, 5 feet west and parallel with the east line of said Lot 5, a distance of 160.59 feet to a chiseled "x" found in the south right-of-way line of East Houston Street for the northwest corner of this tract;

THENCE N 89°53'00" E, with the south right-of-way line of East Houston Street, a distance of 174.77 feet to the Point of Beginning, containing 0.646 acres more or less;

and said property being one and the same property morefully described as a "0.648 acre tract of land", in Exhibit "A" attached hereto; and being alternatively known as the Mid-City Parking Garage or Mid-City Garage, at 240 E. Houston Street, San Antonio, Texas; and

WHEREAS, the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America, through foreclosure proceedings, is the ultimate successor to the leasehold interest held by MID CITY, LIMITED; and

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WHEREAS, the CITY OF SAN ANTONIO, as Purchaser, has agreed to purchase the aforementioned Leasehold interest from the FEDERAL DEPOSIT INSURANCE CORPORATION, as Seller, pursuant to a certain Purchase and Sale Agreement, by and between said parties; and

WHEREAS, the CITY OF SAN ANTONIO and the FEDERAL DEPOSIT INSURANCE CORPORATION therefore both desire to terminate, cancel and mutually release each other from their respective obligations concerning the leased premises;

The Ground Lease Agreement, as amended, and as described above, by and between the CITY OF SAN ANTONIO, as Lessor, and MID-CITY LIMITED, as Lessee, for premises alternatively known as the Mid-City Parking Garage or Mid-City Garage, 240 E. Houston Street, San Antonio, Bexar County, Texas, including the Ground Lease on the retail space in said Garage, however, subject to the assignment to the CITY OF SAN ANTONIO by the FEDERAL DEPOSIT INSURANCE CORPORATION, and continuation of, existing subleases (now "Leases") covering said retail space, shall be and is hereby terminated and cancelled. The term thereof is brought to an end as of August 10, 1992, and Lessee agrees to vacate the leased premises by said date, including the cancellation of all management and other contracts in existence, not otherwise assigned over to the Lessor.

All of the terms and conditions herein contained shall be binding on and inure to the benefit of the parties, and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective this 10th day of August, A.D. 1992.

DATE OF EXECUTION

LESSOR:

BY LESSOR:

CITY OF SAN ANTONIO,  
a Texas municipal corporation

AUG 10, 1992

By: William S. TouDouze  
Name: WILLIAM S. TOUDOUZE  
Title: REAL ESTATE MANAGER  
Pursuant to Ordinance No. 76201  
Passed and approved on July 23, 1992.

DATE OF EXECUTION

LESSEE:

BY LESSEE:

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

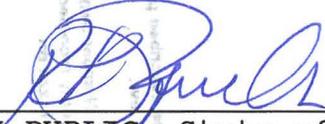
AUG. 7, 1992

By: Scott Emerson  
Name: L. SCOTT EMERSON  
Title: \_\_\_\_\_  
Its Attorney-in-Fact

VOIS 4 1 2 PAGE 1 0 1 9

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR )

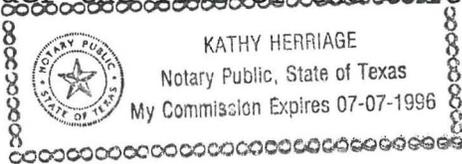
This instrument was acknowledged before me on AUG. 10, 1992 by WILLIAM S. TOYDOUZE, the REAL ESTATE MGR. of the CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said corporation.

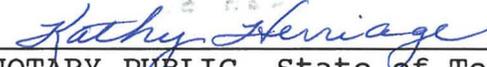
  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me on Aug 7, 1992 by Scott Emerson, as Attorney-in Fact on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America.



  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

AFTER RECORDING, PLEASE RETURN TO:  
(Grantee's Name and Mailing Address):  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78282-3966  
ATTN: Warner F. Fassnidge,  
Assistant City Attorney

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08010005112001

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.

1992 AUG 10 PM 4: 32

Any provision herein which restricts the sale or use of the described property because of race is invalid and unenforceable under federal law.

STATE OF TEXAS, COUNTY OF BEXAR

hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Bexar County, Texas on

AUG 12 1992



*Robert D. Green*

County Clerk Bexar County, Texas

2298722

151

ASSIGNMENT OF TUNNEL EASEMENT

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR ) KNOW ALL MEN BY THESE PRESENTS:

This ASSIGNMENT OF TUNNEL EASEMENT is made this 10th day of August, 1992, by FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America, as successor to NCNB TEXAS NATIONAL BANK, a national banking institution, hereinafter called "Assignor," and the CITY OF SAN ANTONIO, a Texas municipal corporation, as "Assignee."

WHEREAS, a certain Tunnel Easement along, upon and across the property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Tunnel Tract") was granted by FOUNDATION FOR CULTURAL ARTS IN SAN ANTONIO, a Texas non-profit corporation, as "Grantor", to NCNB TEXAS NATIONAL BANK, as "Grantee", for the purpose of allowing Grantee and its officers, agents, employees, contractors, invitees and assigns ingress to, and egress from, the parking structure in San Antonio, Bexar County, Texas, commonly known as the Mid-City Garage, located on the property described in Exhibit "B" and shown on Exhibit "C", both exhibits being attached hereto and incorporated herein for all purposes, and Grantee's office buildings situated at the northwest intersection of Houston and St. Mary's Streets in San Antonio, Bexar County, Texas, such Tunnel to be adjacent to part of the structures known as the Majestic Building and Majestic Theater (collectively the "Majestic Structures"); and

WHEREAS, in order to preserve such easement rights, the Tunnel Easement was filed of record by the parties in Volume 4447, Pages 650 thru 660, of the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, Assignor is selling the property known as the Mid-City Garage to the Assignee, and as part of said transaction is agreeable to the assignment to Assignee of all of the right, title, and interest of Assignor, as Grantee, in and to said Tunnel Easement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

FOR VALUE RECEIVED, Assignor unconditionally grants, transfers, and assigns to Assignee, and Assignee's successors and assigns, all right, title, and interest of Assignor, as Grantee, in and to that certain Tunnel

08-11-92 0742217 0800172 \$15.00 Y 001 09053

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Easement, filed of record in Volume 4447, Pages 650 thru 660, Official Public Records of Real Property of Bexar County, Texas.

Assignor represents that it has not executed any prior assignment of any rights under said Tunnel Easement and has not done anything to prevent Assignee from utilizing the rights granted under such easement.

Assignee unconditionally accepts the assignment of the right, title, and interest of Assignor, as Grantee, under the aforementioned Tunnel Easement.

This Assignment shall inure to the benefit of the successors and assigns of Assignee and shall bind Assignor's legal representatives, successors, and assigns.

The parties have duly executed this Assignment of Tunnel Easement to be effective as of August 10, 1992.

DATE OF EXECUTION  
BY ASSIGNOR:  
8-7-92

ASSIGNOR:  
  
FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By: [Signature]  
Name: CHARLES SEBASTA  
Its Attorney-in-Fact

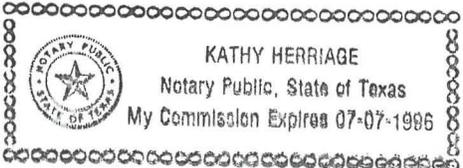
DATE OF EXECUTION  
BY ASSIGNEE:  
8/10/92

ASSIGNEE:  
  
CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: [Signature]  
Name: WILLIAM S. TOUDOUZE  
Title: REAL ESTATE MANAGER

STATE OF TEXAS )  
  
COUNTY OF DALLAS )

This instrument was acknowledged before me on Aug 7, 1992 by Charles Sebastia, as Attorney-in-Fact on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America.

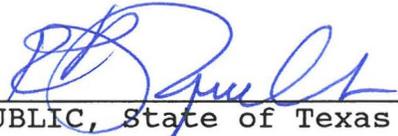
  
KATHY HERRING  
Notary Public, State of Texas  
My Commission Expires 07-07-1996

[Signature]  
KATHY HERRING  
NOTARY PUBLIC, State of Texas  
My Commission Expires 07-07-1996

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was - acknowledged before me on Aug. 10, 1992 by William S. Tordouze, the REAL ESTATE MGR. of the CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas



AFTER RECORDING, PLEASE RETURN TO:  
(Grantee's Name and Mailing Address):  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283-3966  
ATTN: Warner F. Fassnidge,  
Assistant City Attorney

FIELD NOTES FOR

0.041 ACRES (1,799.911 SQUARE FEET), MORE OR LESS, OUT OF THE MAJESTIC THEATRE TRACT, SAID THEATRE TRACT BEING ALL OF LOTS 3, 4, AND 5, BLOCK 21, NEW CITY BLOCK 406 IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, SAVE AND EXCEPT, THE WESTERLY 9 INCHES OF LOT 3 AND THE EASTERLY 5.00 FEET OF LOT 5, AND BEING THAT SAME TRACT OF LAND CONVEYED BY THE MAJESTIC FOUNDATION, INCORPORATED TO DAVID M. LEWIS TRUSTEE, BY DEED DATED MARCH 11, 1983, ACCORDING TO THE DEED RECORDED IN VOLUME 2788, PAGE 914 IN THE DEED OF TRUST RECORDS OF BEXAR COUNTY, TEXAS, SAID 0.041 ACRES BEING SUBJECT TO AERIAL RESTRICTION AND CONFINEMENT TO THE BASEMENT LEVEL OF THE MAJESTIC THEATRE TRACT AND SHALL BE VOID AND INEFFECTIVE AT FLOOR ONE (1) AND ABOVE OF THE MAJESTIC THEATRE TRACT, AND SHALL BE EFFECTIVE AT ALL LEVELS BETWEEN 631.37 FEET AND 645.87 FEET ABOVE MEAN SEA LEVEL, SAID 0.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At the Northwest corner of the Majestic Theatre Tract, said cprner being Due East, 0.75 feet from the Northeast corner of Lot 2 and the Northwest corner of Lot 3,  $N00^{\circ}14'57"E$ , 4.63 feet, to the Southwesterly corner and the POINT-OF-BEGINNING of the herein described 0.041 acres:

THENCE:  $N00^{\circ}14'57"E$ , 6.67 feet to the Northwesterly corner of the herein described 0.041 acres;

THENCE: Due East, 154.67 feet to the Northeasterly corner of the herein described 0.041 acres;

THENCE: Along the following 2 courses and distances, numbered 1 through 2:

- 1)  $S00^{\circ}04'52"W$ , 15.10 feet and
- 2) Due East, 9.50 feet to a point on the Easterly boundary line of Majestic Theatre Tract and the Westerly boundary line of the Mid-City Garage Tract, said point being an intermediate corner of the herein described 0.041 acres;

THENCE: Along the aforementioned boundary line,  $S00^{\circ}04'52"W$ , 20.30 feet to the Southeasterly corner of the herein described 0.041 acres;

THENCE: Along the following 3 courses and distances, numbered 1 through 3:

- 1) Due West, 19.45 feet,
- 2)  $N00^{\circ}04'52"E$ , 26.73 feet and
- 3) Due West, 144.75 feet to the POINT-OF-BEGINNING and the POINT-OF-CLOSURE, containing 0.041 acres (1,799.911

VC: 9 1 17 P. 111 556

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square feet), more or less.

TRAVIS-BRAUN & ASSOCIATES, INCORPORATED



October 21, 1988

**EXHIBIT - "A"**

PAGE 2 OF 2

✓ VOLS 4 | 2 PAGE | 0 2 6  
VOL 4 4 4 7 PAGE 0 6 5 7

MID-CITY GARAGE TRACT

RECORDERS MEMORANDUM  
All or parts of the text on this page  
was not clearly legible for satisfactory recording

BEING a 0.646 acre (28139.76 sq. ft.) tract of land out of Block 21, N.C.B. 406 and being the east 5 feet of Lot 5 and all of Lots 6, 7, and 8 of Block 21, N.C.B. 406, City of San Antonio, and being more particularly described by metes and bounds as follows:

BEGINNING at a chiseled "x" found in the south right-of-way line of East Houston Street at the intersection with the west right-of-way line of Navarro Street for the northeast corner of said Block 21, and being the northeast corner of the herein described tract;

THENCE S 0°40'00" W, with the west right-of-way line of Navarro Street, a distance of 161.58 feet to a chiseled "x" found at the intersection of the west right-of-way line of Navarro Street and the north right-of-way line of College Street for the southeast corner of said Block 21 and the southeast corner of this tract;

THENCE N 89°47'35" W, with the north right-of-way line of College Street, a distance of 174.77 feet to a point for the southwest corner of this tract;

THENCE N 0°04'00" E, 5 feet west and parallel with the east line of said Lot 5, a distance of 160.59 feet to a chiseled "x" found in the south right-of-way line of East Houston Street for the northwest corner of this tract;

THENCE N 89°53'00" E, with the south right-of-way line of East Houston Street, a distance of 174.77 feet to the Point of Beginning, containing 0.646 acres more or less.

Return to:  
L. Procknow  
Stewart Title Co.  
700 N. St. Mary's Suite 125  
San Antonio, Texas 78205  
512-226-5284

**EXHIBIT-"B"**

✓ VOL 54 | 2 PAGE | 027  
VOL 4447 PAGE 0658

60L4447 PAGE 0650  
WOL 5412 PAGE 1028

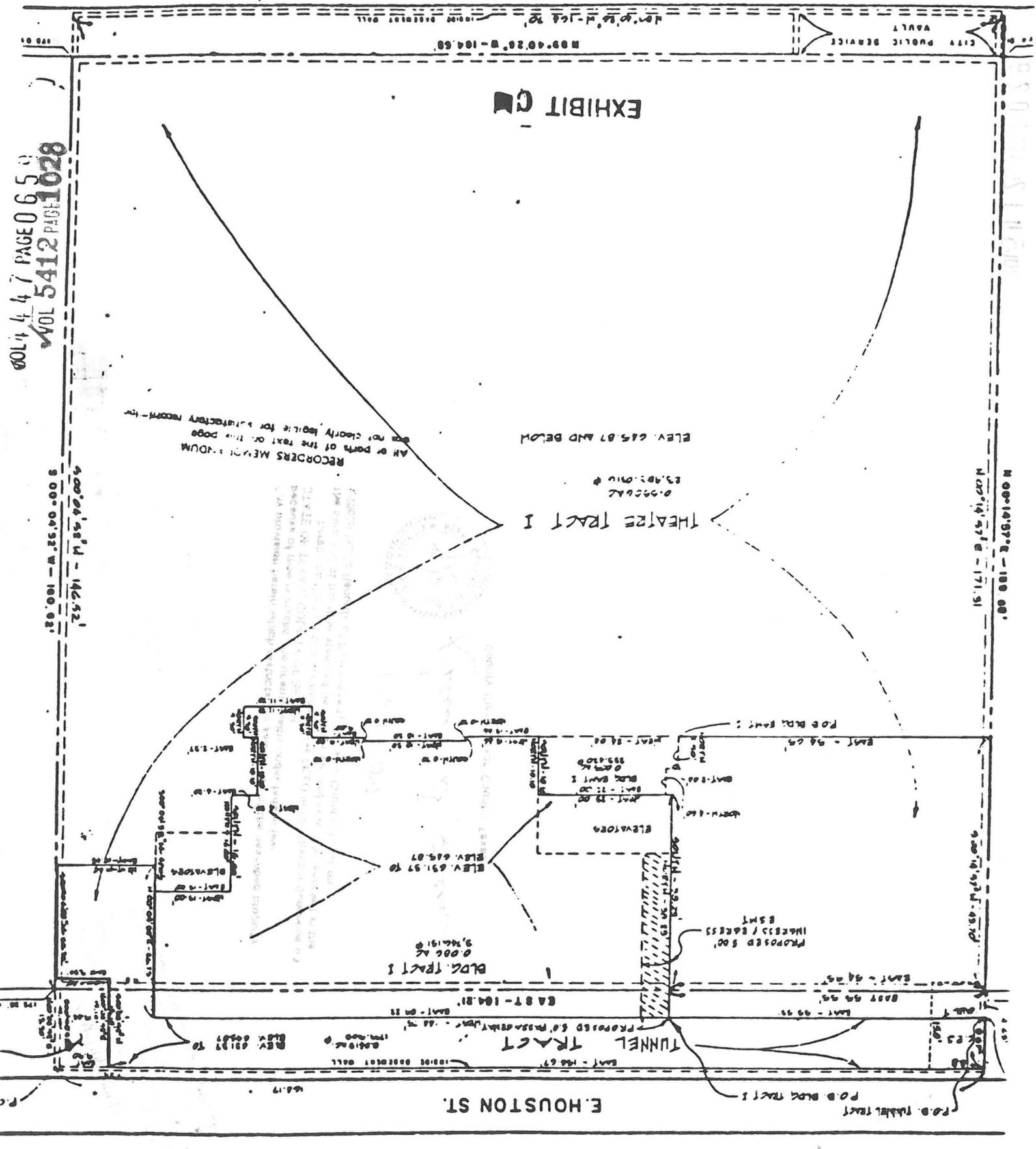
EXHIBIT C

RECORDERS MEMORANDUM  
All or parts of the text on this page  
has not clearly legible for satisfactory record-keeping

THEATRE TRACT I

TUNNEL TRACT

E. HOUSTON ST



120'00" - W. 25.00' 00" E  
25.791' - N. 85.90' 00" E

N 00°14'37"E - 100.00'  
N 02°14'47"E - 171.51'

CITY PUBLIC SERVICE  
CITY PUBLIC SERVICE

E. HOUSTON ST

P.O. B. Public Tract  
P.O. B. Block Tract I

2001-8126 107

150100111204

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.

1992 AUG 10 PM 4: 33

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC.

Any provision herein which restricts the sale or use of the described property  
because of race is invalid and unenforceable under federal law.  
STATE OF TEXAS, COUNTY OF BEXAR  
hereby certify that this instrument was FILED in File Number Sequence on  
the date and at the time stamped hereon by me and was duly recorded in the  
Official Public Records of Real Property of Bexar County, Texas on

AUG 12 1992



*Robert D. Green*

County Clerk Bexar County, Texas

BILL OF SALE  
AND  
ASSIGNMENT

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF BEXAR       §

FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America ("Assignor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Assignor by CITY OF SAN ANTONIO, a Texas municipal corporation ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has ASSIGNED, SOLD, CONVEYED and DELIVERED, and does hereby ASSIGN, SELL, CONVEY and DELIVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest, if any, in and to the following:

1. All of the fixtures, equipment, machinery, furniture and other personal property (the "Personal Property") placed or installed on or about the real property (the "Real Property") being more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

2. All intangible property (the "Intangible Property") pertaining to the Real Property or the Personal Property or the use thereof including, without limitation, transferable utility contracts, transferable telephone exchange numbers, plans and specifications, engineering plans and studies, floor plans and landscape plans relating to the same or any part of the same.

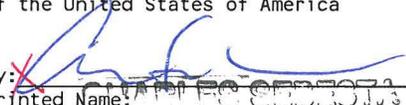
The Personal Property and the Intangible Property are hereinafter collectively referred to as the "Property".

This Bill of Sale and Assignment is made and accepted subject to all of the liens, easements, restrictions and other matters (the "Permitted Exceptions") shown in any public records or listed in the Special Warranty Deed from Assignor to Assignee, of even date herewith, covering the Property.

ASSIGNEE TAKES THE PROPERTY "AS IS" AND "WITH ALL FAULTS". ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY AND THIS BILL OF SALE AND ASSIGNMENT, EXCEPT AS HEREIN SPECIFICALLY SET FORTH OR REFERRED TO, AND ASSIGNEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. ASSIGNOR EXPRESSLY DISCLAIMS AND ASSIGNEE ACKNOWLEDGES AND ACCEPTS THAT ASSIGNOR HAS DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OF MATERIALS, IF ANY, INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. ASSIGNOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

EXECUTED this 7 day of August, 1992.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By:   
Printed Name: CLAUDE R. CEDENO  
Its Attorney-in-Fact 

# NORTHSTAR LAND SURVEYING

8301 BROADWAY, SUITE 420  
SAN ANTONIO, TEXAS 78209  
(512) 826-6228

FAX (512) 826-6237

## EXHIBIT "A"

FIELD NOTES FOR

A 0.648 ACRE TRACT OF LAND BEING LOTS 8, 7, 6 AND THE EAST 5 FEET OF LOT 5, BLOCK 21, NEW CITY BLOCK 406, SAN ANTONIO, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING:** At a set lead plug and survey tack in brick walk on the south right-of-way line of E. Houston Street at the intersection of the west right-of-way line of Navarro Street, the northeast corner of this tract;

**THENCE:** South 00 degrees 03 minutes 00 seconds West (bearings are based on Exhibit "A" of the Title Commitment) 161.60 feet with the west right-of-way line of Navarro Street to a set lead plug and survey tack in brick walk at the intersection of the north right-of-way line of College Street, the southeast corner of this tract;

**THENCE:** North 89 degrees 47 minutes 00 seconds West 175.15 feet with the north right-of-way line of College Street to a set lead plug and survey tack in concrete walk, the southwest corner of this tract;

**THENCE:** North 00 degrees 03 minutes 00 seconds East 160.59 feet to a set lead plug and survey tack in brick walk on the south right-of-way line of E. Houston Street, the northwest corner of this tract;

**THENCE:** North 89 degrees 53 minutes 00 seconds East 175.15 feet with the south right-of-way line of E. Houston Street to the POINT OF BEGINNING, containing 0.648 acres.

These field notes are based on a survey made on the ground and a survey map prepared by employees of Northstar Land Surveying who were working under my supervision.



Thomas C. Haberer

Registered Professional Land Surveyor #4350

June 25, 1992  
Job No. S-1103A  
TCH:vlS

CREO FORM

PROP ID: MIDCIT  
LAST REVISION: 06/25/92

RETAIL LEASE

SUITE N/A  
503 Navarro San Antonio, TX 78205

This Lease, made as of June 18, 1992, by and between the Landlord and the Tenant named below.

ARTICLE 1. - BASIC LEASE TERMS

For the purposes of this Lease, the following terms shall have the meanings set forth below:

- 1..1 Landlord. Federal Deposit Insurance Corporation.
- 1..2 Tenant. David Harwood whose Trade Name, if any, is B & W Finance Corporation of San Antonio

The Mid-City Shopping Center, San Antonio, TX. The Shopping Center (including the Leased Premises) known as described on Exhibit A hereto, together with all other buildings, structures, fixtures and other improvements located thereon from time to time, being presently as depicted on the drawing attached hereto as Exhibit B. The Shopping Center and the Land are collectively referred to herein as the "Property."

1..4 Leased Premises. The floor space and interior wall and ceiling space of that portion of the Shopping Center outlined in red on Exhibit B, together with a common area percentage factor determined by Landlord, resulting in an aggregate of approximately 1,898 net rentable square feet.

1..5 Lease Term. three (3) years and -0- months, beginning on the Commencement Date.

1..6 Commencement Date. If improvements are to be erected upon the Leased Premises pursuant to a separate Leasehold Improvements Agreement between Landlord and Tenant, as described in Section 6.1, then the "Commencement Date" shall be the earlier of the date Tenant begins operating its business in the Leased Premises or the "completion date" as stated in such Leasehold Improvements Agreement; and if no improvements are to be erected upon the Leased Premises pursuant to a Leasehold Improvements Agreement, the Commencement Date shall be August 14, 1992 the date Tenant begins operating its business in the Leased Premises or August 14, 1992. The Commencement Date shall constitute the commencement of the term of this Lease for all purposes, whether or not Tenant has actually taken possession.

1..7 Base Rent. Base rent is \$ 1,137.67 per month. in years one through three

1..8 Percentage Rent. Percentage Rent equals 5 percent ( 5 %) times the greater of (1) Tenant's Gross Sales (as defined in Section 2.1) for the period of 3 per quarter-annual period, or (2) 0 per Year (the "Gross Sales Base"). If there is a partial Lease Year of less than 12 full months or if the Base Rent is reduced or abated, then the Gross Sales Base shall be reduced proportionately.

1..9 Security Deposit. security deposit is \$ 1,235.00

1..10 Addresses

Landlord's Address:  
c/o AMRESO Management, Inc.  
1201 Main Street, 11th Floor  
Dallas, Texas 75202

Tenant's Address:  
B & W Finance  
P.O. Box 1560  
Tyler, TX 75710

Manager's Address:  
Trinity Asset Management  
750 East Mulberry  
Suite 400  
San Antonio, TX 78212

Landlord, Tenant and Manager, by written notice to the others may change from time to time the foregoing addresses, and Landlord, by written notice to Tenant, may notify tenant from time to time of the appointment of a new Manager and such new Manager's address.

1..11 Permitted Use. Finance Company and check cashing operation.

1..12 Common Areas. Such parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, loading areas, lighting facilities, and all other areas situated on or in the Property which are designated by Landlord, from time to time, for use by all tenants of the Property in common.

1..13 Lease Year. Each succeeding twelve (12) month period commencing with the first day of the first full calendar month of the Lease term.

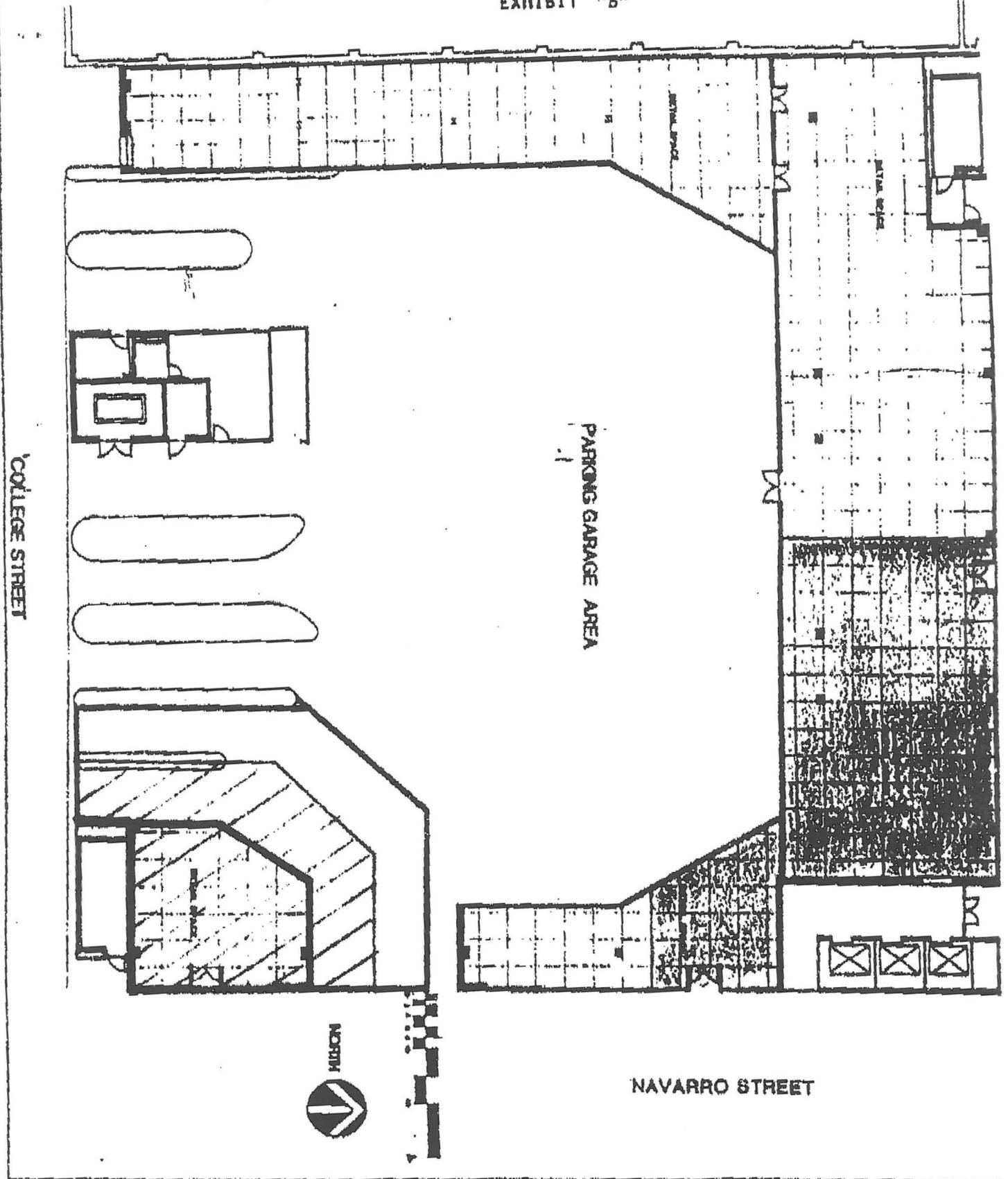
~~1..14 Proportionate Share. The proportion, expressed as a percentage, that the gross rentable area in square feet in the Leased Premises, as determined by Landlord, bears to the total number of constructed gross leasable area in square feet in the Shopping Center, as determined by Landlord, as of the date that the computation is made. The computation shall be adjusted by Landlord if additional square footage is added to the Shopping Center or to the Leased Premises.~~

~~1..15 Excluded Utilities. Water, Sewer, Gas, Electric~~

1..16 Guarantor. The guarantor of Tenant's obligations under this Lease pursuant to a Guaranty of Lease, if any, executed for the benefit of Landlord. Said Guarantor is, as of the date of execution hereof: David Harwood

Monday-Friday and 8:30 a.m. to 12:30 p.m. S

EXHIBIT "B"



	<b>MID-CITY GARAGE</b>	
	<b>JOEL REITZER &amp; ASSOCIATES, INC. JRA</b> ARCHITECTS AIA	<small>610 W. 10th St. Suite 1010 Dallas, Texas 75201 214.756.1111</small>

*[Handwritten signature]*  
NOTE: Cross hatched area

ADDENDUM TO LEASE AGREEMENT  
BETWEEN THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS LANDLORD  
AND B&W FINANCE CORPORATION OF SAN ANTONIO, AS TENANT

This Addendum shall control if there is any conflict between the Lease Agreement and Addendum.

1. Tenant shall have unlimited daily validation parking, as follows:
  - a. one (1) hour of free parking for Tenant's customers, and Tenant shall be billed for such parking at one-half (1/2) of the normal hourly rate.
2. Tenant shall be provided with three (3) 30-minute or less parking tickets per business day at no cost.
3. Tenant shall have two one-year options to extend the lease on the following terms:
  - a. The base rental rate shall be \$1,230.47 per month, commencing with the option period.
  - b. Landlord must approve of each option request.
  - c. Tenant shall give 90 days written notice of its election to request the option period to Landlord prior to the end of the primary term or the first option period, whichever is applicable.
  - d. If Landlord denies the option request, Tenant shall vacate the leased premises within 6 months from the end of the primary term or the first option period, whichever is applicable.

LANDLORD:

FEDERAL DEPOSIT INSURANCE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney-in-Fact

TENANT:

B&W Finance Corporation of San Antonio

By: \_\_\_\_\_  
Name: William S. Harwood  
Title: President

PROP ID: MIDCIT  
LAST REVISION: 03/28/91

ORIG FORM

RETAIL LEASE

SUITE N/A  
503 Navarro San Antonio, TX 78205

This Lease, made as of June 13, 1992, by and between the Landlord and the Tenant named below,

ARTICLE 1. - BASIC LEASE TERMS

For the purpose of this Lease, the following terms shall have the meanings set forth below:

- 1..1 Landlord. Federal Deposit Insurance Corporation.
- 1..2 Tenant. David Harwood whose Trade Name, if any, is B & W Finance Corporation of San Antonio

The Mid-City Garage, San Antonio, TX The Shopping Center (including the Leased Premises) known as described on Exhibit A hereto, together with all other buildings, structures, fixtures and other improvements located thereon from time to time, being presently as depicted on the drawing attached hereto as Exhibit B. The Shopping Center and the Land are collectively referred to herein as the "Property."

1..4 Leased Premises. The floor space and interior wall and ceiling space of that portion of the Shopping Center outlined in red on Exhibit B, together with a common area percentage factor determined by Landlord, resulting in an aggregate of approximately 1,558 net rentable square feet.

1..5 Lease Term. three (3) years and -0- months, beginning on the Commencement Date.

1..6 Commencement Date. If improvements are to be erected upon the Leased Premises pursuant to a separate Leasehold Improvements Agreement between Landlord and Tenant, as described in Section 6.1, then the "Commencement Date" shall be the earlier of the date Tenant begins operating its business in the Leased Premises or the "completion date" as stated in such Leasehold Improvements Agreement; and if no improvements are to be erected upon the Leased Premises pursuant to a Leasehold Improvements Agreement, the Commencement Date shall be the date Tenant begins operating its business in the Leased Premises or August 14, 1992. The Commencement Date shall constitute the commencement of the term of this Lease for all purposes, whether or not Tenant has actually taken possession.

1..7 Base Rent. Base rent is \$ 1,137.67 per month. in years one through three

1..8 Percentage Rent. Percentage Rent equals percent ( ) times the greater of (1) Tenant's Gross Sales (defined in Section 3.4) in calendar year of 3 per quarter-annual period, or (2) per lease year (the "Gross Sales Base"), if there is a partial lease year of less than 12 full months or if the Base Rent is reduced or abated, then the Gross Sales Base shall be reduced proportionately.

1..9 Security Deposit. Security deposit is \$ 1,235.00.

1..10 Addresses

Landlord's Address: c/o ARESCO Management, Inc. 1201 Main Street, 11th Floor Dallas, Texas 75202	Tenant's Address: B & W Finance P.O. Box 1560 Tyler, TX 75710	Manager's Address: Trinity Asset Management 750 East Mulberry Suite 400 San Antonio, TX 78212
---	--	---

Landlord, Tenant and Manager, by written notice to the others may change from time to time the foregoing addresses, and Landlord, by written notice to Tenant, may notify tenant from time to time of the appointment of a new Manager and such new Manager's address.

1..11 Permitted Use. Finance Company and check cashing operation.

1..12 Common Areas. Such parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, loading areas, lighting facilities, and all other areas situated on or in the Property which are designated by Landlord, from time to time, for use by all tenants of the Property in common.

1..13 Lease Year. Each succeeding twelve (12) month period commencing with the first day of the first full calendar month of the Lease Term.

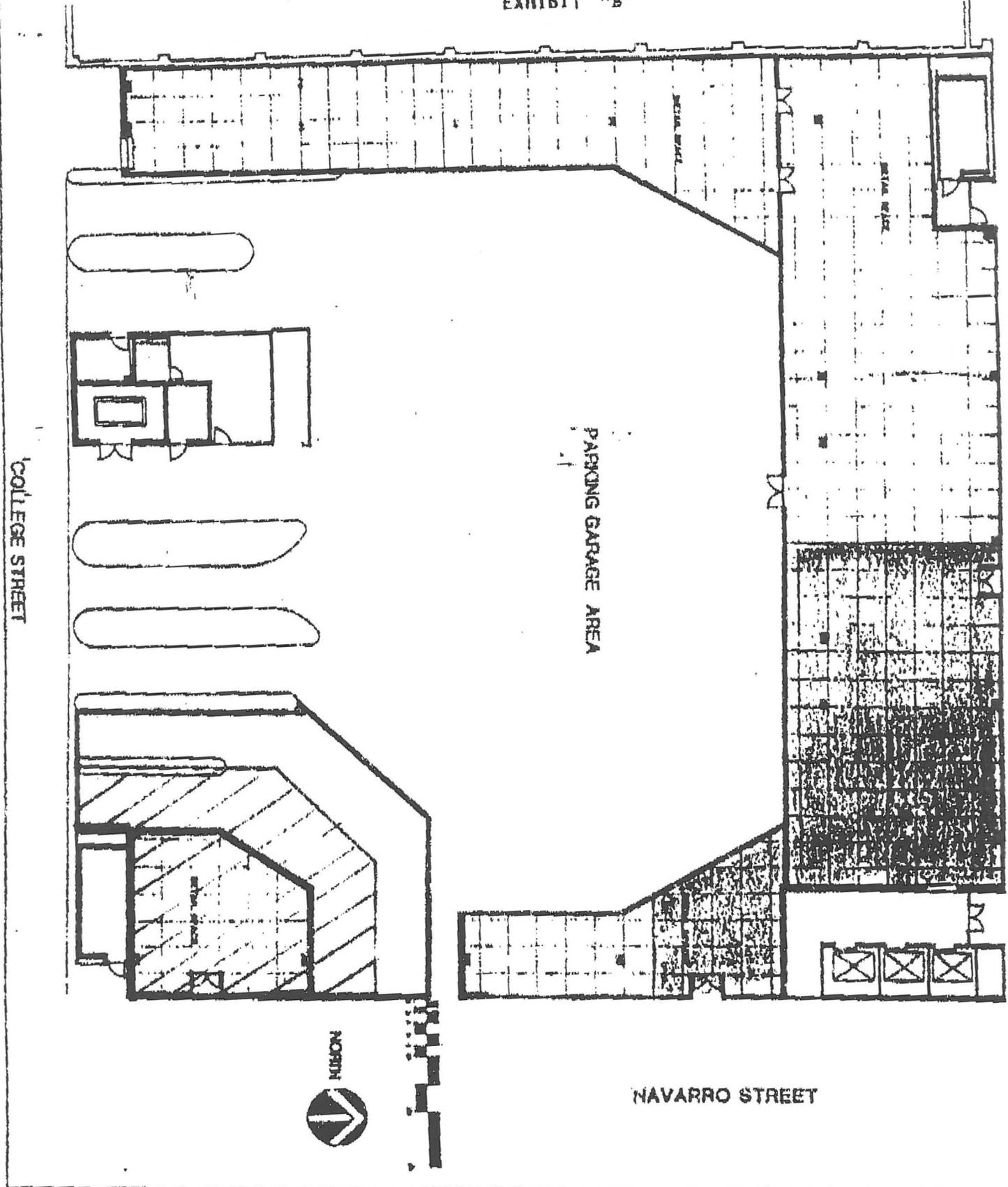
~~1..14 Percentage Rent. The proportion, expressed as a percentage, that the gross leaseable area in square feet in the Leased Premises, as determined by Landlord, bears to the total number of constructed gross leaseable area in square feet in the Shopping Center, as determined by Landlord, as of the date that the computation is made. The computation shall be adjusted by Landlord if additional square footage is added to the Shopping Center or to the Leased Premises.~~

~~1..15 Estimated Initial Common Area Sales Payment~~

1..16 Guarantor. The guarantor of Tenant's obligations under this Lease pursuant to a Guaranty of Lease, if any, executed for the benefit of Landlord. Said Guarantor is, as of the date of execution hereof: David Harwood Monday-Friday and 8:30 a.m. to 12:30 p.m. S

1..17 Hours of operation. 8-30 a.m. to 5-30 p.m. each day

EXHIBIT "B"



COLLEGE STREET

PARKING GARAGE AREA

NAVARRO STREET



	<p>MID-CITY GARAGE</p>	<p>JOEL NETZER &amp; ASSOCIATES, INC. JRA ARCHITECTS AIA</p> <p><small>111 W. 11th St., Suite 1100 Dallas, Texas 75202</small></p> <p><small>214 761-1111 214 761-1112</small></p> <p><small>Engineered, designed &amp; prepared drawings for construction of building in Dallas, Texas</small></p>
--	------------------------	---

NOTE: Cross hatched areas

ADDENDUM TO LEASE AGREEMENT  
BETWEEN THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS LANDLORD  
AND B&W FINANCE CORPORATION OF SAN ANTONIO, AS TENANT

This Addendum shall control if there is any conflict between the Lease Agreement and Addendum.

1. Tenant shall have unlimited daily validation parking, as follows:
  - a. one (1) hour of free parking for Tenant's customers, and Tenant shall be billed for such parking at one-half (1/2) of the normal hourly rate.
2. Tenant shall be provided with three (3) 30-minute or less parking tickets per business day at no cost.
3. Tenant shall have two one-year options to extend the Lease on the following terms:
  - a. The base rental rate shall be \$1,230.47 per month, commencing with the option period.
  - b. Landlord must approve of each option request.
  - c. Tenant shall give 90 days written notice of its election to request the option period to Landlord prior to the end of the primary term or the first option period, whichever is applicable.
  - d. If Landlord denies the option request, Tenant shall vacate the leased premises within 6 months from the end of the primary term or the first option period, whichever is applicable.

LANDLORD:  
FEDERAL DEPOSIT INSURANCE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney-In-Fact

TENANT:  
B&W Finance Corporation of San Antonio

By: \_\_\_\_\_  
Name: DAN S. HARWOOD  
Title: PRESIDENT

CRSD FORM

RETAIL LEASE

FORM 10: MIDCIT  
LAST REVISION: 03/8/92

SUITE N/A  
503 Navarro San Antonio, TX 78205

This Lease, made as of June 18, 1992, by and between the Lessor and the Tenant recited below.

ARTICLE I. - BASIC LEASE TERMS

For the purpose of this Lease, the following terms shall have the meanings set forth below:

- 1..1 **Lessor.** Federal Deposit Insurance Corporation.
- 1..2 **Tenant.** David Harwood whose Trade Name, if any, is B & W Finance Corporation of San Antonio

1..3 **Shopping Center.** The Shopping Center (including the Leased Premises) known as The Mid-City Center, San Antonio, TX, located on that space of land (the "Land") described on Exhibit A hereto, together with all other buildings, structures, fixtures and other improvements located thereon from time to time, being presently as depicted on the drawing attached hereto as Exhibit B. The Shopping Center and the Land are collectively referred to herein as the "Property."

1..4 **Leased Premises.** The floor space and interior wall and ceiling space of that portion of the Shopping Center outlined in red on Exhibit B, together with a common area percentage factor determined by Lessor, resulting in an aggregate of approximately 1,656 net rentable square feet.

1..5 **Lease Term.** three (3) years and -0- months, beginning on the Commencement Date.

1..6 **Commencement Date.** If improvements are to be erected upon the Leased Premises pursuant to a separate Leasehold Improvements Agreement between Lessor and Tenant, as described in Section 6.1, then the "Commencement Date" shall be the earlier of the date Tenant begins operating its business in the Leased Premises or the "completion date" as stated in such Leasehold Improvements Agreement; and if no improvements are to be erected upon the Leased Premises pursuant to a Leasehold Improvements Agreement, the Commencement Date shall be the earlier of the date Tenant begins operating its business in the Leased Premises or August 14, 1992. The Commencement Date shall constitute the commencement of the term of this Lease for all purposes, whether or not Tenant has actually taken possession.

1..7 **Base Rent.** Base rent is \$ 1,137.67 per month, in years one through three.

1..8 **Percentage Rent.** Percentage Rent equals percent ( ) times the greater of (1) Tenant's Gross Sales (defined in Section 6.2) in excess of \$ per quarter-annual period, or (2) \$ per Year (the "Gross Sales Base"). If there is a carryover Lease Year of less than 12 full months or if the Base Rent is reduced or abated, then the Gross Sales Base shall be reduced proportionately.

1..9 **Security Deposit.** Security deposit is \$ 1,235.00.

1..10 **Addresses.**

<b>Lessor's Address:</b> c/o AMERSCO Management, Inc. 1201 Main Street, 11th Floor Dallas, Texas 75202	<b>Tenant's Address:</b> <u>B &amp; W Finance</u> P.O. Box 1560 Tyler, TX 75710	<b>Manager's Address:</b> <u>Trinity Asset Management</u> 750 East Mulberry Suite 400 San Antonio, TX 78212
---	--	---

Lessor, Tenant and Manager, by written notice to the others may change from time to time the foregoing addresses, and Lessor, by written notice to Tenant, may notify tenant from time to time of the appointment of a new Manager and such new Manager's address.

1..11 **Permitted Use.** Finance Company and check cashing operation.

1..12 **Common Areas.** Such parking areas, streets, driveways, stairs, sidewalks, curbs, delivery passages, loading areas, lighting facilities, and all other areas situated on or in the Property which are designated by Lessor, from time to time, for use by all tenants of the Property in common.

1..13 **Lease Year.** Each succeeding twelve (12) month period commencing with the first day of the first full calendar month of the Lease Term.

1..14 **Minimum Lease Area.** The proportion, expressed as a percentage, that the gross leaseable area in square feet in the Leased Premises, as designated by Lessor, bears to the total number of constructed gross leaseable area in square feet in the Shopping Center, as determined by Lessor, as of the date that the computation is made. The computation shall be adjusted by Lessor if additional square footage is added to the Shopping Center or to the Leased Premises.

1..15 **Entire Agreement.**

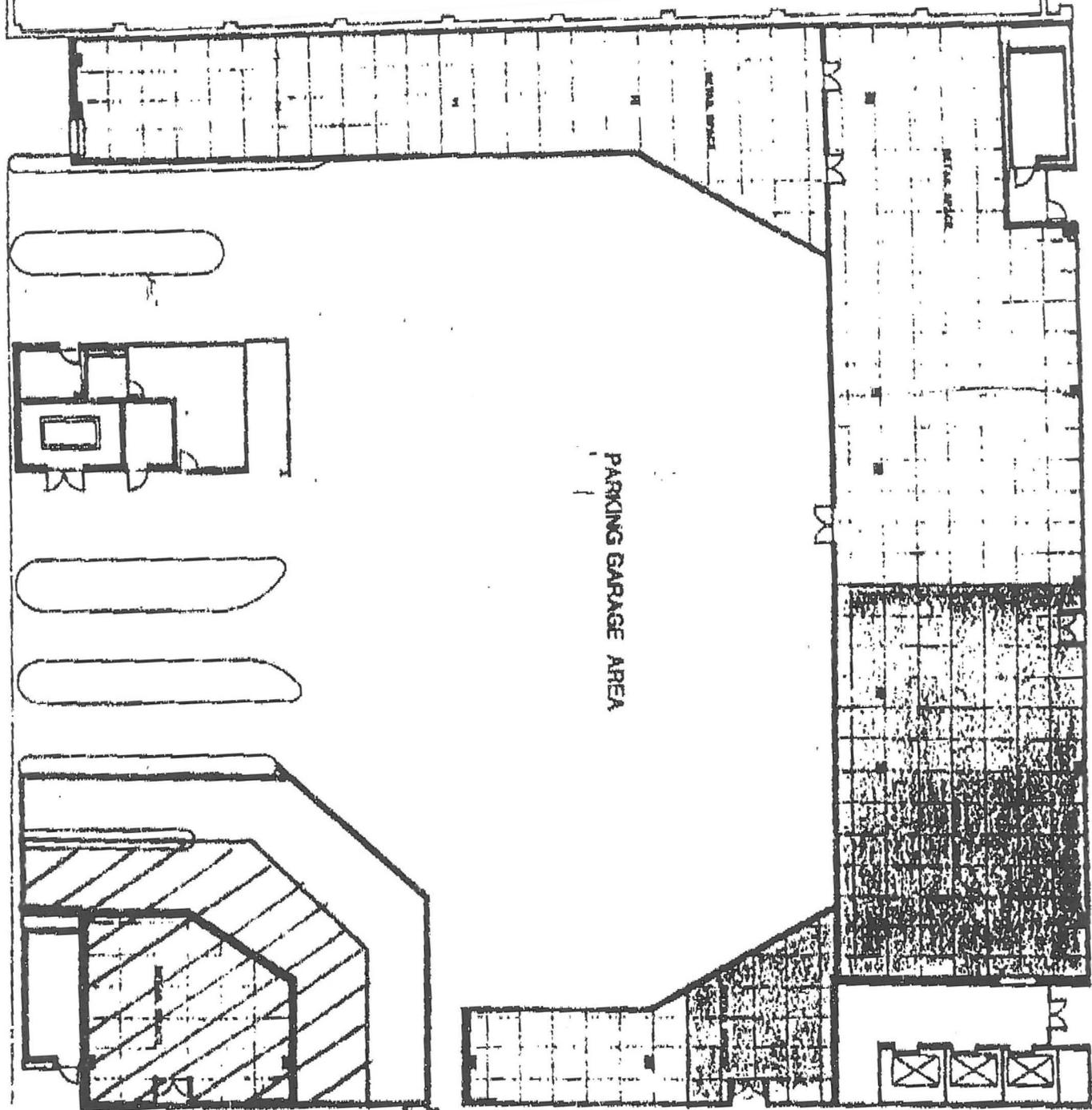
1..16 **Guarantor.** The guarantor of Tenant's obligations under this Lease pursuant to a Guaranty of Lease, if any, executed for the benefit of Lessor. Said Guarantor is, as of the date of execution hereof: David Harwood Monday-Friday and 8:30 a.m. to 12:30 p.m. S.

EXHIBIT "B"

COLLEGE STREET

PARKING GARAGE AREA

NAVARRO STREET



MID-CITY GARAGE



DEL HEITNER & ASSOCIATES, INC. JRA  
 ARCHITECTS AIA  
 1100 Elm Street Suite 1000  
 Dallas, Texas 75270

NOTE: Cross hatched area is the "Proposed"

ADDENDUM TO LEASE AGREEMENT  
BETWEEN THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS LANDLORD  
AND B&W FINANCE CORPORATION OF SAN ANTONIO, AS TENANT

This Addendum shall control if there is any conflict between the Lease Agreement and Addendum.

1. Tenant shall have unlimited daily validation parking, as follows:
  - a. one (1) hour of free parking for Tenant's customers, and Tenant shall be billed for such parking at one-half (1/2) of the normal hourly rate.
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  - b. Landlord must approve of each option request.
  - c. Tenant shall give 90 days written notice of its election to request the option period to Landlord prior to the end of the primary term or the first option period, whichever is applicable.
  - d. If Landlord denies the option request, Tenant shall vacate the leased premises within 6 months from the end of the primary term or the first option period, whichever is applicable.

LANDLORD:

FEDERAL DEPOSIT INSURANCE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney-In-Fact



TENANT:

B&W Finance Corporation of San Antonio

By: \_\_\_\_\_  
Name: DANIEL BAGWAD  
Title: PRESIDENT

1.18 Landlord's Representative. AMRESO Management, Inc. unless a substitute Landlord's Representative is named in accordance with Section 14.19.

RETAIL LEASE (LONG FORM) - Page 1  
RETL Revised 03/23/92

  
Initials

INITIAL



*[Handwritten signature]*



# Alamo Title Company

August 13, 1992

RE: GF#260759  
MIDCITY PARKING GARAGE  
City Tax Acct. #00406-021-0060-0  
#00406-021-0061-0  
#00406-021-0081-0  
#00406-021-0080-0

Mr. Quentin Porter  
Tax Assessor/Collector  
City of San Antonio Tax Department  
506 Dolorosa  
San Antonio, Texas 78205

Dear Mr. Porter:

We are enclosing herewith a copy of the Warranty Deed filed for record on August 10, 1992. This deed conveyed title to The City of San Antonio, on the above referenced accounts.

Additionally, enclosed is our check in the amount of \$14,396.54, representing proration to the date of filing of the deed, and check in the amount of \$1,965.46, representing the Downtown Assessment District.

Since this conveyance is to The City of San Antonio, a tax-exempt entity, the above referenced tax accounts should become exempt effective on the date of recording of the deed. We are sending notification to Bexar Appraisal District to facilitate this change in status.

Yours very truly,

ALAMO TITLE COMPANY

R. B. Squilla,  
Senior Vice President

RBS:srg  
Encls.

cc: Mr. Warner Fassnidge, Asst. City Attorney  
Ms. Elaine Garcia/Mr. Rick Yanez, Bexar Appraisal  
District  
(Both W/letter and Deed)



# Alamo Title Company

August 13, 1992

RE: GF#260759  
MIDCITY PARKING GARAGE  
County Tax Acct. #00406-021-0060  
#00406-021-0061  
#00406-021-0070  
#00406-021-0080  
#00406-021-0081

Mr. Rudy A. Garza  
Assessor-Collector of Taxes  
Bexar County Tax Department  
Bexar County Courthouse  
San Antonio, Texas 78285-5500

Dear Mr. Garza:

We herewith enclose copy of the Warranty Deed filed for record on August 10, 1992. This deed conveyed title to The City of San Antonio, on the above referenced accounts.

We also enclose check in the amount of \$51,711.90, representing proration to the date of recording the deed.

Since this conveyance is to The City of San Antonio, a tax-exempt entity, the above referenced tax account will now be exempt as of recordation on this deed. We are sending notification to Bexar Appraisal District to facilitate this change in status.

Yours very truly,

ALAMO TITLE COMPANY

R. B. Squilla,  
Senior Vice President

RBS:srg  
Encls.

cc: Mr. Warner Fassnidge, Asst. City Attorney  
Ms. Elaine Garcia/Mr. Rick Yanez, Bexar Appraisal  
District  
)Both w/letter and Deed)



SETTLEMENT CHARGES		1,500,000.00	260759	
00. TOTAL SALES/BROKER'S COMMISSION based on price \$		at	% 80,000.00	
Division of Commission (line 700) as follows:				
01. \$	60,000.00	to	Transwestern Property Co	
02. \$		to		
03. Commission paid at Settlement				60,000.00
04.				
100. ITEMS PAYABLE IN CONNECTION WITH LOAN				
101. Loan Origination Fee	%			
102. Loan Discount	%			
103. Appraisal Fee	to			
104. Credit Report	to			
105. Lender's Inspection Fee				
106. Mortgage Insurance Application Fee	to			
107. Assumption Fee				
108.	to			
109.	to			
110.	to			
111.	to			
200. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
201. Interest from	to	at \$	/day	
202. Mortgage Insurance Premium for	months to			
203. Hazard Insurance Premium for	years to			
204.	years to			
205. Comm on B & W Finance Corp		D B Harrell Co		1,638.24
300. RESERVES DEPOSITED WITH LENDER				
301. Hazard insurance	months at \$		per month	
302. Mortgage insurance	months at \$		per month	
303. City property taxes	months at \$		per month	
304. County property taxes	months at \$		per month	
305. Annual assessments	months at \$		per month	
306.	months at \$		per month	
307.	months at \$		per month	
308.	months at \$		per month	
400. TITLE CHARGES				
401. Settlement or closing fee		to Alamo Title Company	250.00	250.00
402. Abstract or title search		to		
403. Title examination		to		
404. Title insurance binder		to		
405. Document preparation	Lender's Attorney	to		
406. Notary fees		to		
407. Attorney's fees		to		
(includes above items numbers: )				
408. Title insurance		to Alamo Title Company	1,062.00	9,501.00
(includes above items numbers: )				
409. Lender's coverage	\$			
410. Owner's coverage	\$	1,700,000.00 /	10,563.00	
411.				
412. Surv Del \$1584.45/Copies \$32		to Alamo Title Company	1,616.45	
413. Tax Stmt/L D Phn/Copies/FAX		to Alamo Title Company		87.00
500. GOVERNMENT RECORDING AND TRANSFER CHARGES				
501. Recording fees: Deed \$	17.00	Mortgage \$		Releases \$ 17.00
502. City/county tax/stamps: Deed \$		Mortgage \$		
503. State tax/stamps: Deed \$		Mortgage \$		
504. Rec Rel of Ground Lease		to Alamo Title Company		15.00
505. Rec Assig of Tunnel Easmt		to Alamo Title Company	19.00	
600. ADDITIONAL SETTLEMENT CHARGES				
601. Survey		to Northstar Land Surveying		552.08
602. Pest inspection		to		
603. Courier Fees		to Mission Courier	8.00	8.00
604.		to		
605.		to		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)			2,972.45	72,051.32

HUD-1 (3-86)  
RESPA, HB 4305.2

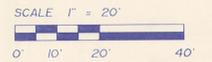
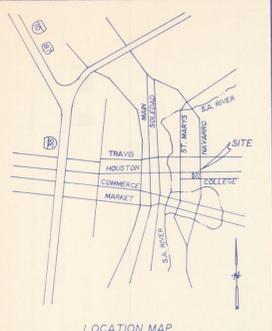
Substitute Form 1099: Blocks A, E, G, H, I, Line 401, and Seller TIN -- This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.



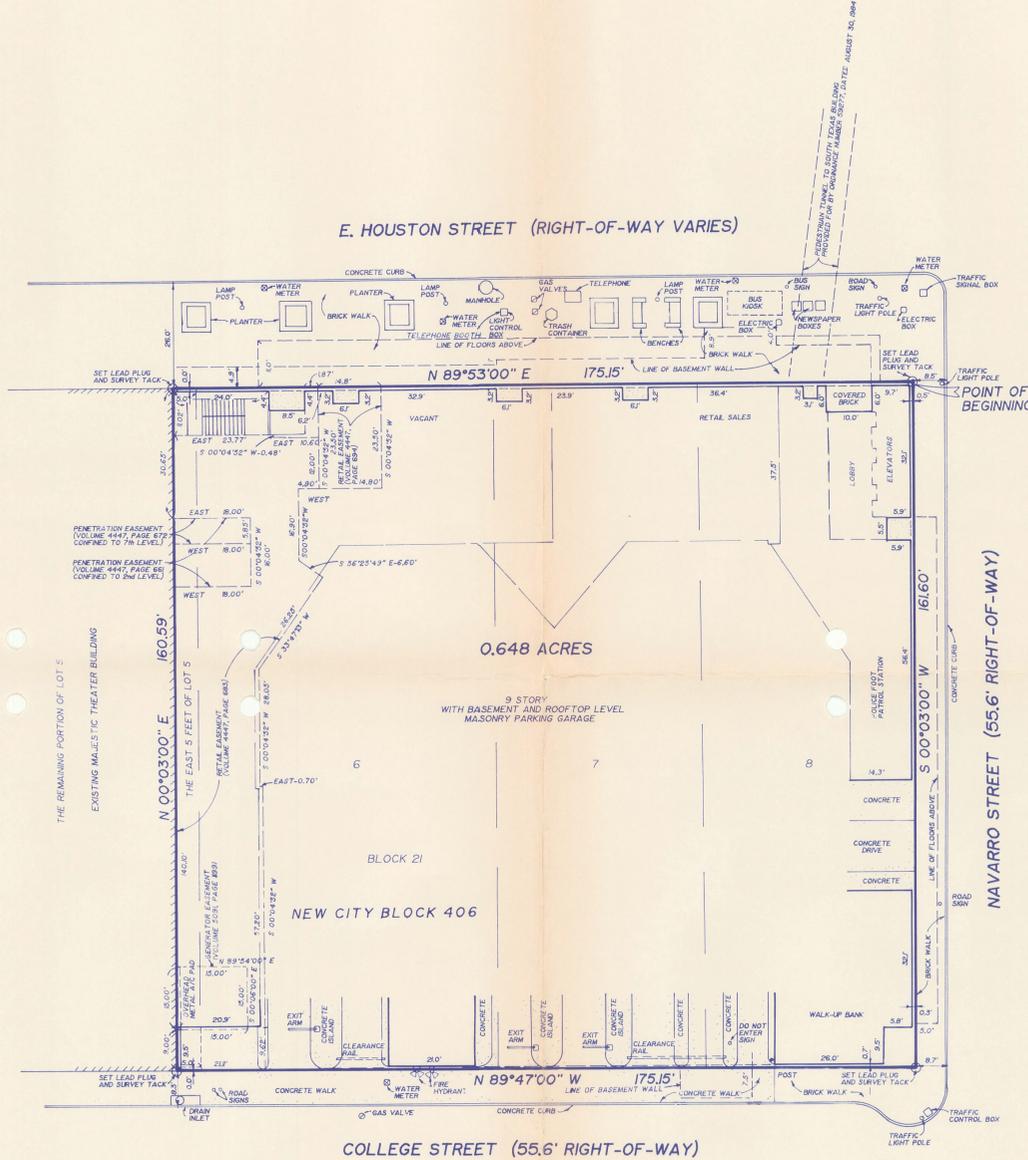


L. SETTLEMENT CHARGES	1,500,000.00		260759
700. TOTAL SALES/BROKER'S COMMISSION based on price \$	at	% 60,000.00	
Division of Commission (line 700) as follows:			
701. \$	60,000.00	to Transwestern Property Co	
702. \$		to	
703. Commission paid at Settlement			60,000.00
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee	to		
807. Assumption Fee			
808.	to		
809.	to		
810.	to		
811.	to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from	to	at \$	/day
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
904.	years to		
905. Comm on B & W Finance Corp	D B Harrell Co		1,638.24
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance	months at \$		per month
1002. Mortgage insurance	months at \$		per month
1003. City property taxes	months at \$		per month
1004. County property taxes	months at \$		per month
1005. Annual assessments	months at \$		per month
1006.	months at \$		per month
1007.	months at \$		per month
1008.	months at \$		per month
1100. TITLE CHARGES			
1101. Settlement or closing fee	to Alamo Title Company	250.00	250.00
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	Lender's Attorney to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers: )			
1108. Title insurance	to Alamo Title Company	1,062.00	9,501.00
(includes above items numbers: )			
1109. Lender's coverage	\$		
1110. Owner's coverage	\$ 1,700,000.00 /	10,563.00	
1111.			
1112. Surv Del \$1584.45/Copies \$32	to Alamo Title Company	1,616.45	
1113. Tax Stmt/L D Phn/Copies/FAX	to Alamo Title Company		87.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed \$	17.00	: Mortgage \$	: Releases \$
1202. City/county tax/stamps: Deed \$		: Mortgage \$	
1203. State tax/stamps: Deed \$		: Mortgage \$	
1204. Rec Rel of Ground Lease	to Alamo Title Company		15.00
1205. Rec Assig of Tunnel Easmt	to Alamo Title Company	19.00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to Northstar Land Surveying		552.08
1302. Pest inspection	to		
1303. Courier Fees	to Mission Courier	8.00	8.00
1304.	to		
1305.	to		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		2,972.45	72,051.32

Substitute Form 1099: Blocks A, E, G, H, I, Line 401, and Seller TIN — This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.



BEARINGS ARE BASED ON EXHIBIT A OF THE TITLE COMMITMENT.



REFERENCES:  
 SOURCE: OFFICIAL PUBLIC RECORDS OF REAL PROPERTY  
 VOLUME 4447, PAGE 161 (EASEMENT)  
 VOLUME 4447, PAGE 572 (EASEMENT)  
 VOLUME 4447, PAGE 683 (EASEMENT)  
 VOLUME 4447, PAGE 629 (EASEMENT)  
 VOLUME 2943, PAGE 177 (LEASE)  
 VOLUME 5031, PAGE 139 (EASEMENT)

SOURCE: CITY OF SAN ANTONIO  
 ORDINANCE NUMBER 59277, DATED AUGUST 30, 1984

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR THE CITY OF SAN ANTONIO, BEJAR COUNTY, TEXAS, COMMUNITY PANEL NUMBER 480045 0039 B, DATED DECEMBER 15, 1983, THIS PROPERTY IS LOCATED IN FLOOD ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE).

REVISIONS:	DATE	NO.	DESCRIPTION	BY
	6/25/92	1	FIELD CHECKED AND UPDATED SURVEY	E.C. DRANEN
	8/7/92	2	LEGATED ELEVATIONS, STAMPEL, UTILITY, DEPTH OF GROUT, STREET, RETAIL SALES AND POLICE FOOT PATROL STATION AND DISTANCE FROM PROPERTY LINE TO BASEMENT WALL AND TO LINE OF FLOORS ABOVE	CATHY MORFAD
	8/10/92	3	ADDED CALLS TO EASEMENTS	C.A.M.

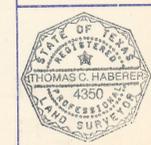
A LAND TITLE SURVEY OF  
 0.648 ACRE TRACT OF LAND BEING LOTS 6, 7, 6  
 AND THE EAST 5 FEET OF LOT 5, BLOCK 21, NEW CITY  
 BLOCK 406, SAN ANTONIO, BEJAR COUNTY, TEXAS.

Northstar Land Surveying  
 8301 Broadway, Suite 420  
 San Antonio, Texas 78209  
 (512) 826-6228



STATE OF TEXAS  
 COUNTY OF BEJAR  
 I HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.

THIS 25th DAY OF JUNE 1992 A.D.  
 Thomas C. Haberer  
 THOMAS C. HABERER  
 REGISTERED PROFESSIONAL LAND SURVEYOR #4350



*July*  
AMRESO



RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK

92 JUL 31 AM 8:45

VIA: FEDERAL EXPRESS

July 27, 1992

Chris Varley  
Alamo Title Company  
175 E. Houston  
San Antonio, Texas 78205

Re: Sale of Mid Cities Garage to City of San Antonio  
(Property ID: MIDCIT)

Dear Chris:

Enclosed are three fully executed Purchase and Sale Agreements for the above referenced transaction. Please sign and forward one original to the purchaser, retain one for your files and return one original to my attention at the below given address. In addition, a copy of the receipted contract should be sent to Rodney L. Hubbard, AMRESO Legal Department, 1201 Main Street, 29th floor Dallas, Texas 75202.

According to my calculations, the critical dates regarding this sale are as follows:

- 1) Contract effective date - July 21, 1992
- 3) End of approval and inspection periods - August 10, 1992
- 4) Closing date - August 17, 1992

The purchaser deposited earnest money with you on July 24, 1992.

All correspondence relating to this transaction should be referenced "Property ID: MIDCIT". Should you require further information regarding this transaction, please do not hesitate to call me at (214) 508-4324.

Sincerely,

*Pam Lee /cs*

Pam Lee  
Contract/Closing Coordinator

Enclosures

cc: Warner Fassnidge (Survey Included)  
City of San Antonio  
100 S. Flores  
3rd Floor, City Hall  
San Antonio, Texas 78205

Justina Bergen  
William Karrington  
Rodney L. Hubbard

Chuck King/Mark Krenger  
Transwestern Property Company  
84 N.E. Loop 410 Suite 183W  
San Antonio, Texas 78216

City Clerk  
City of San Antonio  
100 S. Flores  
2nd Floor, City Hall  
San Antonio, Texas 78205

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America ("Seller"), and CITY OF SAN ANTONIO, a Texas municipal corporation ("Purchaser").

In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1.

PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein collectively called the "Property"):

(a) Land. The leasehold interest in that certain tract of land (the "Land") located in Bexar County, Texas, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

(b) Easements. All easements, if any, benefiting the Land or the Improvements (as hereinafter defined).

(c) Rights and Appurtenances. All rights and appurtenances pertaining to the Land including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way.

(d) Improvements. All improvements, consisting of a ten story parking garage (the "Improvements") in and on the Land.

(e) Leases. All of Seller's right, title and interest in and to all leases (the "Leases") affecting the Property, and all tenant security deposits held by Seller.

(f) Tangible Personal Property. All of Seller's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, located on or about the Land and the Improvements or used exclusively in the operation and maintenance thereof (the "Tangible Personal Property").

(g) Intangible Property. All of Seller's right, title and interest in all intangible property (the "Intangible Property"), if any, pertaining to the Land, the Improvements, or the Tangible Personal Property or the use thereof, including, without limitation, transferable utility contracts, transferable telephone exchange numbers, plans and specifications, engineering plans and studies, floor plans and landscape plans.

1.2 Independent Consideration. Upon execution of this Agreement, Purchaser has delivered to Seller, and Seller acknowledges receipt of, FIFTY AND NO/100 DOLLARS (\$50.00) (the "Independent Consideration"), as consideration for Purchaser's right to purchase the Property and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is non-refundable and shall be retained by Seller notwithstanding any other provision of this Agreement.

2.

PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) and shall be paid in cash by Purchaser to Seller at the Closing (as defined in Section 6.1).

3.

EARNEST MONEY

3.1 Earnest Money. If Closing does not occur by August 3, 1992, Purchaser shall deliver to the Title Company (as defined in Section 6.1) by 5:00 p.m., August 3, 1992 the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) in cash (which sum, together with all interest accrued thereon, is called the "Earnest Money") to be invested by the Title Company in an interest-bearing account as Purchaser and Seller shall direct. Seller shall have the option of terminating this Agreement if the Earnest Money is not delivered to the Title Company within such time. If the Title Company has not received written notification from Purchaser pursuant to Section 4 below, then Purchaser and Seller hereby instruct the Title Company to deliver the Earnest Money to Seller. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price. If Purchaser terminates this Agreement in accordance with any right to terminate that Purchaser is granted by the terms of this Agreement,

 Initials

the Earnest Money shall be immediately returned to Purchaser, and no party hereto shall have any further obligations under this Agreement except as specified in Section 4.2 below. Purchaser agrees to deliver to Seller all copies in Purchaser's possession or control of feasibility studies, surveys, engineering reports and all other information tendered by Seller to Purchaser with respect to the Property at the time the notice to terminate this Agreement is given.

4.  
CONDITIONS TO CLOSING

4.1 Seller's Obligations. Seller shall deliver to Purchaser (at Seller's expense), upon execution of the Agreement by Seller (but in no event later than July 28, 1992), the following:

(a) Title Commitment. Commitment for Owner Policy of Title Insurance, as defined in Section 6.5(a), issued by the Title Company and legible copies of any restrictive covenants, easements, and other items listed as title exceptions therein.

(b) Survey. A current survey of the Property (the "Survey") showing the location of all of the Improvements, prepared by a licensed surveyor. In the event the legal description of the Land contained on the Survey differs from the legal description attached to this Agreement, the legal description contained on the Survey shall be incorporated into this Agreement and used on the title commitment and all closing documents.

(c) Rent Roll. A rent roll describing all of the Leases as of the date of this Agreement, together with photocopies of all of the Leases in the possession of Seller.

(d) Contracts. Copies of all contracts, if any, in the possession of Seller pertaining to the Property (the "Contracts") as of the date of this Agreement, including, but not limited to, management contracts, service contracts, equipment leases and maintenance contracts.

(e) Warranties. Copies of all warranties, if any, in the possession of Seller pertaining to the Property as of the date of this Agreement.

(f) Plans and Specifications. Copies of the as-built plans and specifications for the Property, if any, in the possession of Seller.

(g) Certificates of Occupancy, Permits and Licenses. Copies of all permits or licenses issued by any governmental authorities or utility companies in connection with the occupancy and use of the Improvements (including certificates of occupancy), if any, in the possession of Seller.

(h) Structural Engineer Reports. Copies of all structural engineer reports, ~~if any~~, in the possession of Seller pertaining to the Property.

Handwritten initials and signatures on the right margin, including a large signature and the initials "USA".

Purchaser shall have until August 3, 1992 (the "Approval Period") within which to approve or disapprove all such items, including the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion. Should Seller fail to deliver to Purchaser the items listed above within the time period provided above, the Approval Period shall be extended by the number of days Seller is late in delivering such items to Purchaser. If Purchaser fails to disapprove any such item by written notice to Seller and the Title Company within the Approval Period, Purchaser shall be deemed to have approved such item. If Purchaser disapproves any such item by written notice to Seller and the Title Company during the Approval Period, Purchaser may terminate this Agreement unless Seller (without any obligation to do so) cures Purchaser's objections to such item within thirty (30) days after Purchaser's notice of disapproval, or, if sooner, by the Closing Date (as hereinafter defined). In the event Seller elects not to cure any one or more of Purchaser's objections pursuant to this Section 4.1 or Section 4.2 below, Seller may notify Purchaser in writing of such election (the "Election Notice") and request that Purchaser waive Purchaser's right to terminate this Agreement due to such objection(s). Unless Seller receives a notice from Purchaser within ten (10) days after such Election Notice (the "Response Notice") waiving Purchaser's objections to the items specified in the Election Notice, Seller shall have the option to terminate this Agreement by notice in writing to Purchaser. Upon such termination, the Earnest Money will be refunded to Purchaser, and the parties shall have no further obligations under this Agreement, except as specified in Section 4.2 below. The title exceptions listed in Schedule B of the Commitment for Owner Policy of Title Insurance specified in paragraph (a) of this Section 4.1 which Purchaser approves or is deemed to approve pursuant to this Section 4.1 and the exceptions listed on the Special Warranty Deed attached as an exhibit hereto are hereinafter called the "Permitted Exceptions."

4.2 Inspection. Purchaser may inspect: (i) the Property, and (ii) all financial records pertaining to the Property, at any reasonable time during business hours until August 3, 1992 (the "Inspection Period"). If such inspection reveals any fact or condition unacceptable to Purchaser, Purchaser shall notify Seller and the Title Company in writing prior to the expiration of the Inspection Period of such unacceptable fact or condition and Seller shall have the right (without any obligation to do so) to correct same within thirty (30) days after such notice from Purchaser. If Seller (without any obligation to do so) does not correct such unacceptable fact or condition within thirty (30) days after notice thereof, Purchaser may terminate this Agreement. In the event Purchaser does not give such notification to Seller and the Title Company in writing prior to the expiration of the Inspection Period, the said inspection of the Property shall be deemed satisfactory to Purchaser. Except as required by any law or court order, including any subpoena,

Handwritten initials and signature on the right margin.

Initials

Purchaser shall not disclose any "Confidential Information" (as hereinafter defined), to anyone other than to Purchaser's employees, potential lenders or investors, or such consultants or contractors as may be reasonably necessary to complete Purchaser's investigation of the Property, without the prior written consent of Seller, subject to the requirements of the Texas Open Records Act. As used in this Agreement, Confidential Information shall mean any information acquired by Purchaser in connection with this Agreement or Purchaser's investigation of the Property that had not become public information prior to its disclosure in violation of this paragraph, including, but not limited to, information regarding Seller, the Property or any matter pertaining thereto. Purchaser shall notify Seller of any court order or subpoena requiring disclosure of Confidential Information and shall cooperate with Seller's appeal or challenge of any order or subpoena requiring disclosure of Confidential Information. Purchaser shall take reasonable measures to avoid any unintentional or inadvertent disclosure of any Confidential Information to any unauthorized person by any of its employees, agents, representatives and contractors.

Purchaser shall be liable for all damage or injury to any person or property resulting from any such inspection, whether occasioned by the acts of Purchaser or any of its employees, agents, representatives or contractors, and Purchaser agrees to be responsible to Seller for any liability resulting therefrom. This agreement by Purchaser shall survive the Closing or the termination of this Agreement, as applicable.

**4.3 Environmental Risks.** Purchaser acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property, including but not limited to, the existence of asbestos containing materials ("Asbestos") in the Improvements on the Property. Upon execution of Contract, Seller (at Seller's expense) shall provide to Purchaser a copy of a written report evidencing the results of an environmental assessment performed on Seller's behalf to assess the environmental issues concerning the Property.

PURCHASER ACKNOWLEDGES THAT THE WRITTEN REPORT EVIDENCING THE RESULTS OF THE REFERENCED ENVIRONMENTAL ASSESSMENT WILL BE PROVIDED BY SELLER WITHOUT REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF FACTS AND CONCLUSIONS CONTAINED THEREIN, AND PURCHASER WILL NOT RELY ON SAME TO SELLER'S DETRIMENT IN PURCHASING THE PROPERTY. PURCHASER IS ENCOURAGED TO CONDUCT AN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY, UTILIZING EXPERTS AS PURCHASER DEEMS TO BE NECESSARY FOR AN INDEPENDENT ASSESSMENT OF ALL ENVIRONMENTAL LIABILITY AND RISK WITH RESPECT TO THE PROPERTY, INCLUDING THE IMPROVEMENTS.

a) **Asbestos.** Purchaser acknowledges that to the extent the Improvements contain Asbestos Purchaser shall accept the Property (including the Improvements) at the Closing in its AS IS physical condition WITH ALL FAULTS. Purchaser hereby expressly acknowledges that from and after the Closing Purchaser shall accept responsibility and liability for maintenance and handling of any and all Asbestos in the Improvements in accordance with all Environmental Requirements including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act, as same may be amended from time to time. Purchaser hereby assumes all liability for any and all liability which Seller might incur from and after the Closing as a result of Purchaser's failure to comply with the requirements of this Section in connection with Purchaser's maintenance and handling of any and all Asbestos in the Improvements. This assumption by Purchaser shall survive the Closing of this Agreement.

**4.4 Environmental Remediation Contingency.** Notwithstanding anything to the contrary contained in this Agreement, Purchaser and Seller expressly agree that in the event Seller in its sole discretion determines the necessity of an environmental remediation of the Property (or any adjacent property or any groundwater which has become contaminated as a direct result of the migration of Hazardous Materials from the Property) in order to comply with any Environmental Requirements, Seller, at any time prior to Closing, shall notify Purchaser in writing of the necessity for such anticipated remediation. Seller and Purchaser shall have thirty (30) days following Seller's delivery of written notice to Purchaser of Seller's determination of the necessity for such remediation (the "Environmental Review Period") in which to agree upon (a) the extent, costs, nature and allocation of liability and responsibility for the remediation, (b) the form and substance of any and all further documents to be executed by Purchaser and Seller at the Closing in connection with such remediation and (c) an extension of the Closing Date. In the event Purchaser and Seller cannot reach an agreement upon the matters set forth in subparagraphs (a), (b) and (c) above of this Section prior to the expiration of the Environmental Review Period, then either party shall be entitled to terminate this Agreement by giving written notice thereof to the other on or before the expiration of the Environmental Review Period.

## 5.

### NO REPRESENTATIONS OR WARRANTIES BY SELLER; ACCEPTANCE OF PROPERTY

**5.1 Disclaimer.** PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE

 Initials

AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW). PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. IN ADDITION, PURCHASER FURTHER ACKNOWLEDGES THAT SELLER ACQUIRED ITS TITLE TO THE PROPERTY THROUGH THE PROCESS OF FORECLOSURE OR DEED IN LIEU OF FORECLOSURE. THE PROVISIONS OF THIS SECTION 5 SHALL SURVIVE THE CLOSING.

5.2 Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

## 6. CLOSING

6.1 Closing. The Closing (the "Closing") shall be held at the office of Alamo Title Company (the "Title Company") at 175 E. Houston Street, Suite 200, San Antonio, Texas 78205, at 10:00 a.m. on or before August 17, 1992 (the "Closing Date"), unless the parties mutually agree upon another place, time or date.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Exceptions and the Leases.

6.3 Proration. All rents, all other amounts payable by the tenants under the Leases, income, utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs, and real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs, shall be prorated to the date Seller receives the Purchase Price in immediately available funds.

(a) If the Closing shall occur before rents and all other amounts payable by the tenants under the Leases and all other income from the Property have actually been paid for the month in which the Closing occurs, the apportionment of such rents and other amounts and other income shall be upon the basis of such rents and other amounts and other income actually received by Seller. Subsequent to the Closing, if any such rents and other amounts and other income are actually received by Purchaser, all such amounts shall first be applied to post-closing rents due to Purchaser which are past due and the balance shall be immediately paid by Purchaser to Seller. Purchaser shall make a good faith effort and attempt to collect any such rents and other amounts and other income not apportioned at the Closing for the benefit of Seller, however, Purchaser shall not be required to expend any funds or institute any litigation in its collection efforts.

 Initials

(b) If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

(c) If the Closing shall occur before the actual amount of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the apportionment of such utilities and other operating expenses shall be upon the basis of an estimate by Seller of such utilities and other operating expenses for such month. Subsequent to the Closing, when the actual amount of such utilities and other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the parties agree to adjust the proration of such utilities and other operating expenses and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, the title insurance premium for the Owner's Policy (as hereinafter defined), tenant finish expense obligations accrued but unpaid, leasing commissions due and payable but unpaid, one-half (1/2) of any escrow fees and other customary charges of the Title Company, and Purchaser shall pay, on the Closing Date, all recording costs, one-half (1/2) of any escrow fees and other customary charges of the Title Company. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Purchaser the following:

(a) Title Policy. Owner's Title Policy in Texas standard form (the "Owner's Policy"), naming Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser owns good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions and the Leases; Purchaser, at Purchaser's sole expense, may elect to cause the Title Company to amend the survey exception to read "any shortages in area".

(b) Evidence of Authority. Copy of the Power of Attorney executed by Seller evidencing the authority of the person signing the Deed.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(d) Bill of Sale and Assignment. Bill of Sale and Assignment (the "Bill of Sale") executed by Seller assigning to Purchaser the Tangible Personal Property and the Intangible Property, in the form attached to this Agreement.

(e) Leases. The originals of all of the Leases, and all security deposits, if any, in the possession of Seller. Seller shall have no liability to Purchaser for any tenant security deposits not actually paid to Seller.

(f) Contracts. The originals of all of the Contracts, if any, in the possession of Seller.

(g) Warranties. The originals of all warranties regarding the Property, if any, in the possession of Seller.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price by wire transfer of immediately available funds.

(b) Evidence of Authority. Copy of Purchaser's ordinance, certified as true and complete as of the Closing Date, authorizing Purchaser's acquisition of the Property pursuant to this Agreement and evidencing the authority of the persons signing this Agreement and any documents to be executed by Purchaser at the Closing.

6.7 Documents to be Executed by Seller and Purchaser. At the Closing, Seller and Purchaser shall also execute the following:

(a) Deed. Special Warranty Deed (the "Deed") conveying the Land and the Improvements to Purchaser subject to no exceptions other than the Permitted Exceptions, in the form attached to this Agreement.

 Initials

(b) Notice. Notice to Purchaser regarding restrictive covenants which affect the Property, in the form attached to this Agreement.

(c) Assignment and Assumption of Leases. Assignment and Assumption of Leases assigning to Purchaser all of Seller's right, title and interest, if any, in the Leases, in the form attached to this Agreement.

7.

RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage in excess of \$55,775.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing.

8.

DEFAULT

8.1 Breach by Seller. If Seller breaches this Agreement, Purchaser may, as Purchaser's sole and exclusive remedy hereunder, either (a) terminate this Agreement and thereupon shall be entitled to the immediate return of the Earnest Money, or (b) enforce specific performance of this Agreement. In no event shall Seller be liable to Purchaser for any actual, punitive, speculative, consequential or other damages.

8.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller may terminate this Agreement and thereupon shall be entitled to the Earnest Money as liquidated damages (and not as a penalty) and as Seller's sole remedy and relief hereunder. Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach. The provisions of this Section 8.2 shall not limit or affect Purchaser's indemnity as provided by Section 4.2 hereof.

liability  
9.

FUTURE OPERATIONS

9.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement:

(a) Maintenance, Litigation. Seller will (i) keep and maintain the Property in its condition as of the date of this Agreement, and (ii) promptly advise Purchaser of any litigation, arbitration or administrative hearing concerning the Property arising or threatened of which Seller has notice.

(b) Contracts. Seller will perform all Seller's obligations under the Contracts. Seller will not, without the prior written consent of Purchaser, modify, enter into, or renew any Contract which cannot be canceled upon thirty (30) days prior written notice.

(c) Leasing of Space. Seller will not lease any space in the Improvements without the written consent of Purchaser, which consent shall not be unreasonably withheld. Should Purchaser close its acquisition of the Property, Purchaser agrees to assume, and pay for all tenant finish construction costs and real estate commissions due under the Leases which accrue and become due and payable subsequent to the Closing. The agreement of Purchaser as set forth in this Section 9.1(c) shall survive the Closing.

10.

MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, Emery, or Purolator, addressed to such party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice is mailed. For

 Initials

purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller: Federal Deposit Insurance Corporation  
c/o AMRESKO Management, Inc.  
1201 Main Street, 11th Floor  
Dallas, Texas 75202  
Attn: Pam Lee  
Contract Administration  
Prop ID: MIDCIT  
Fax: (214) 508-4439

with a copy to: AMRESKO Management, Inc.  
Legal Department  
1201 Main Street, 29th Floor  
Dallas, Texas 75202  
Attn: Rodney L. Hubbard  
Prop ID: MIDCIT  
Fax: (214) 508-4843

If to Purchaser: CITY OF SAN ANTONIO  
2nd Floor, City Hall  
100 S. Flores  
San Antonio, Texas 78205  
Attn: City Clerk

with a copy to: CITY OF SAN ANTONIO  
100 S. Flores Flores  
3rd Floor, City Hall  
San Antonio, Texas  
Attn: ~~Werner Fassnidge~~  
WARNER FASSNIDGE



If to Title Company: Alamo Title Company  
175 E. Houston Street, Suite 200  
San Antonio, Texas 78205  
Attn: Chris Varley

10.2 Real Estate Commissions. Seller agrees to pay Transwestern Property Company (hereinafter called the "Agent" whether one or more) upon the Closing of the transaction contemplated hereby, and not otherwise, a cash commission in the aggregate amount of six percent (6%) of the first \$500,000 of the Purchase Price and three percent (3%) of the remainder of the Purchase Price, to be payable out of the Purchase Price. Said commission shall in no event be payable unless and until the transaction contemplated hereby is closed in accordance with the terms of this Agreement; if such transaction is not closed for any reason, including, without limitation, failure of title or default by Seller or Purchaser or termination of this Agreement pursuant to the terms hereof, then such commission will not be deemed to have been earned and shall not be due or payable. Purchaser represents to Seller that, except as set forth above with respect to the Agent, Purchaser has not authorized any broker or finder to act on Purchaser's behalf in connection with the sale and purchase hereunder and that Purchaser has not dealt with any broker or finder purporting to act on behalf of any other party. Purchaser agrees to be responsible for any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding (except as set forth above with respect to the Agent) alleged to have been made by Purchaser or on Purchaser's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Each Agent agrees to indemnify and hold harmless Seller and Purchaser from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such Agent or on such Agent's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. In accordance with the terms of the Real Estate License Act of the State of Texas, the undersigned Agent hereby advises Purchaser that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's selection, or that Purchaser should be furnished with or obtain a policy of title insurance. Agent is executing this Agreement to evidence Agent's agreement to the matters contained in this Section 10.2 and is not otherwise a party to this Agreement. Notwithstanding anything to the contrary contained herein, this Section 10.2 shall survive the Closing or any earlier termination of this Agreement.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

 Initials

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Texas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas and the laws of the United States pertaining to transactions in such State.

10.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller, which consent may be withheld absolutely.

10.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such suit.

10.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10.12 Date of this Agreement. This Agreement shall be null and void unless Purchaser, no later than July 27, 1992, delivers three (3) executed copies of this Agreement to Seller at the address shown in Section 10.1 hereof. As used in this Agreement, the terms "date of this Agreement" or "date hereof" shall mean and refer to the date of execution of this Agreement by Seller.

10.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A, the Land.
- (b) Exhibit B, the Deed.
- (c) Exhibit C, the Bill of Sale and Assignment.
- (d) Exhibit D, the Assignment and Assumption of Leases.
- (e) Exhibit E, the Notice to Purchaser.

10.14 Purchaser's Disclosure of Related Party Interest. By Purchaser's execution of this Agreement, Purchaser hereby states that no Related Party, as defined below, has any interest, either direct or indirect, in the acquisition of the Property, either through this transaction or any presently contemplated future transactions, except as follows:

Nature of Interest: [Indicate "None" or describe interest. If the space below is left blank, it will be conclusively presumed to be a representation that there are "None".]

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

[Insert same date as Purchaser's date of execution.]

I/We, the individual(s) executing this Agreement on behalf of Purchaser, hereby affirm that the foregoing is true and correct to the best of my/our knowledge and belief.

As used in this Agreement, "Related Party" shall mean (A) any person or entity who is, or within the previous twelve months has been, a director, officer or employee of either NationsBank Corporation, NationsBank Texas Corporation, NationsBank Texas Bancorporation, Inc., NationsBank of Texas, N.A., AMRESKO Management, Inc., or any affiliate or subsidiary thereof (collectively, the "Corporations"), or the Federal Deposit Insurance Corporation (the "FDIC") or the Resolution Trust Corporation (the "RTC") or its Oversight Board (collectively, "Employee"); (B) any spouse, parent, or member of the immediate family of any Employee; (C) any broker, agent, or contractor assisting the Corporations or the FDIC or the RTC in the management or disposition of the Property; (D) any person or entity directly or indirectly owning, controlling or holding the power to vote, five percent (5%) or more of the outstanding voting securities of any of the Corporations, or any spouse, parent, or member of the immediate family of any person holding such securities; (E) any person or entity limited by any applicable state or federal law or regulation from purchasing property from Seller because of conflicts of

Initials

interest rules or restrictions, or otherwise; and (F) any affiliate, subsidiary, partner, partnership, venturer, or other entity directly or indirectly owned or controlled by any person or entity listed in (A) through (E) above.

In addition, Purchaser certifies to Seller that neither Purchaser nor any principal of Purchaser, if Purchaser is a corporation, partnership or other entity, (1) is precluded from engaging in the transactions herein contemplated under 12 U.S.C. §1821(p) due to the fact that such party has been convicted of or is currently under indictment for any offense under any one or more of Sections 215, 656, 657, 1005, 1006, 1007, 1014, 1032, 1341, 1343 or 1344 of Title 18 of the United States Code, or for conspiring to commit such an offense, and is in default on any loan or other extension of credit from any of the failed First RepublicBanks or any predecessor bank thereof (individually and collectively, "First Republic"), which if not paid will cause a substantial loss to the Federal Deposit Insurance Fund; or (2) would be prohibited from purchasing assets of Seller under the provisions of Sections 1441a(f) of Title 12 of the United States Code because any party among Buyers have; (A)(i) defaulted, or was a member of a partnership or an officer or director of a corporation which has defaulted, on one or more obligations to First Republic, the aggregate amount of which exceeds \$1,000,000.00, (ii) been found to have engaged in a fraudulent activity in connection with any such obligation to First Republic, and (iii) proposes to purchase the Property in whole or in part through the use of the proceeds of a loan or advance of credit from First Republic or any institution for which the FDIC or Resolution Trust Corporation ("RTC") has been appointed as conservator or receiver or is otherwise subject to the jurisdiction of the Federal Deposit Insurance Corporation or RTC; (B) participated as an officer or director of First Republic or of any affiliate of First Republic in a material way in transactions that resulted in a substantial loss to First Republic; (C) been removed from, or prohibited from participating in the affairs of First Republic pursuant to any final enforcement action by an appropriate Federal banking agency; or (D) demonstrated a pattern or practice of defalcation regarding obligations to First Republic.

10.15 DTPA Waiver. PURCHASER HEREBY REPRESENTS AND WARRANTS TO SELLER THAT (A) PURCHASER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION, (B) PURCHASER IS REPRESENTED BY LEGAL COUNSEL, (C) PURCHASER IS SEEKING TO ACQUIRE THE PROPERTY, WHICH WILL NOT BE USED AS A FAMILY RESIDENCE, FOR A CONSIDERATION THAT EXCEEDS \$500,000 AND (D) PURCHASER IS A BUSINESS CORPORATION THAT EITHER HAS ASSETS OF \$5,000,000 OR MORE OR IS OWNED OR CONTROLLED BY A CORPORATION OR ENTITY WITH ASSETS OF \$5,000,000 OR MORE, OR PURCHASER IS A SOPHISTICATED REAL ESTATE INVESTOR AND HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THIS TRANSACTION. PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS, REMEDIES AND BENEFITS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT (SECTIONS 17.41 AND FOLLOWING OF THE TEXAS BUSINESS AND COMMERCE CODE) (THE "DTPA") AND ANY OTHER SIMILAR CONSUMER PROTECTION LAW, WHETHER FEDERAL, STATE OR LOCAL. PURCHASER COVENANTS NOT TO SUE SELLER UNDER THE DTPA OR ANY SUCH SIMILAR CONSUMER PROTECTION LAW.

PURCHASER:

DATE OF EXECUTION BY PURCHASER:

July 24, 1992

CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: William S. Joudouze  
Name: WILLIAM S. JOUDOZE  
Title: REAL ESTATE MANAGER

SIGNATURE OF PURCHASER'S COUNSEL:

Warner F. Fassnidge  
Name: WARNER F. FASSNIDGE

\* (for the limited purpose of Section 10.15(B) above and solely to evidence that Purchaser is represented by counsel, pursuant to Texas Business and Commerce Code Section 17.42).

SELLER:

DATE OF EXECUTION BY SELLER:

21-Jul-92

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By: [Signature]  
Name: [Signature]  
Its Attorney-in-Fact

[Signature]  
Initials

PURCHASER:

DATE OF EXECUTION BY PURCHASER:

July 24, 1992

CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: William S. Toudouze  
Name: WILLIAM S. TOUDOUZE  
Title: REAL ESTATE MANAGER

The undersigned Title Company hereby acknowledges receipt of the Earnest Money and a copy of this Agreement, and agrees to hold and dispose of the Earnest Money in accordance with the provisions of this Agreement.

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

Alamo Title Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT AND AGREEMENT BY THE AGENT**

Each Agent joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that such Agent (i) is a duly licensed real estate broker under the Texas Real Estate Licensing Act and its applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Section 10.2 hereof. Each Agent shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys' fees) resulting by reason of a breach of the representations and warranties made by such Agent in Section 10.2 and in this Acknowledgment. This indemnity shall survive the Closing.

DATE: July 24, 1992

Transwestern Property Company

By: Mark Krenger  
Name: MARK KRENGER  
Title: MARKETING MANAGER

[Signature]  
Initials

, as amended,

Leasehold interest under Lease Agreement dated August 4, 1983, between The City of San Antonio, as Lessor, and Mid City, Ltd., a Texas Limited Partnership, as Lessee, executed pursuant to Ordinance No 57338, dated July 28, 1983, covering property more particularly described in said Lease and additionally described in Memorandum of Lease recorded or to be recorded in the Official Public Records of Real Property of Bexar County, Texas, said real property being the same as is more particularly described by field notes from new survey as follows:

BEING a 0.646 acre (29139.76 sq. ft.) tract of land out of Block 21, N.C.B. 406 and being the east 5 feet of Lot 5 and all of Lots 6, 7, and 8 of Block 21, N.C.B. 406, City of San Antonio, and being more particularly described by metes and bounds as follows:

BEGINNING at a chiseled "x" found in the south right-of-way line of East Houston Street at the intersection with the west right-of-way line of Navarro Street for the northeast corner of said Block 21, and being the northeast corner of the herein described tract;

THENCE S 0°40'00" W, with the west right-of-way line of Navarro Street, a distance of 161.58 feet to a chiseled "x" found at the intersection of the west right-of-way line of Navarro Street and the north right-of-way line of College Street for the southeast corner of said Block 21 and the southeast corner of this tract;

THENCE N 89°47'35" W, with the north right-of-way line of College Street, a distance of 174.77 feet to a point for the southwest corner of this tract;

THENCE N 0°04'00" E, 5 feet west and parallel with the east line of said Lot 5, a distance of 160.59 feet to a chiseled "x" found in the south right-of-way line of East Houston Street for the northwest corner of this tract;

THENCE N 89°53'00" E, with the south right-of-way line of East Houston Street, a distance of 174.77 feet to the Point of Beginning, containing 0.646 acres more or less.

EXHIBIT A

**EXHIBIT B**

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS     §  
                                   §  
COUNTY OF BEXAR       §

FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto CITY OF SAN ANTONIO, a Texas municipal corporation ("Grantee"), certain land being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns, subject to the Permitted Exceptions, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE PURCHASE AND SALE AGREEMENT PURSUANT TO WHICH THIS DEED IS DELIVERED, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its Attorney-in-Fact



Address of Grantee:  
CITY OF SAN ANTONIO  
100 S. Flores  
2nd Floor, City Hall  
San Antonio, Texas 78205  
Attn: City Clerk

AGREED TO AND ACCEPTED BY GRANTEE:

CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on \_\_\_\_\_, 1992, by \_\_\_\_\_, as Attorney-in-Fact on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 1992, by \_\_\_\_\_, the \_\_\_\_\_ of CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



EXHIBIT B  
PERMITTED EXCEPTIONS

1. Rights of parties in possession.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters 1) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 2) resulting in no loss or damage to the Grantee; or 3) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases and rights of parties therein.
6. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements.
7. Standby fees and taxes for the present year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership.
8. (All other matters deemed Permitted Exceptions under Section 4.1 of the Agreement.)

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials



EXHIBIT C  
BILL OF SALE  
AND  
ASSIGNMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR       §

FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America ("Assignor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Assignor by CITY OF SAN ANTONIO, a Texas municipal corporation ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has ASSIGNED, SOLD, CONVEYED and DELIVERED, and does hereby ASSIGN, SELL, CONVEY and DELIVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest, if any, in and to the following:

1. All of the fixtures, equipment, machinery, furniture and other personal property (the "Personal Property") placed or installed on or about the real property (the "Real Property") being more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

2. All intangible property (the "Intangible Property") pertaining to the Real Property or the Personal Property or the use thereof including, without limitation, transferable utility contracts, transferable telephone exchange numbers, plans and specifications, engineering plans and studies, floor plans and landscape plans relating to the same or any part of the same.

The Personal Property and the Intangible Property are hereinafter collectively referred to as the "Property".

This Bill of Sale and Assignment is made and accepted subject to all of the liens, easements, restrictions and other matters (the "Permitted Exceptions") shown in any public records or listed in the Special Warranty Deed from Assignor to Assignee, of even date herewith, covering the Property.

ASSIGNEE TAKES THE PROPERTY "AS IS" AND "WITH ALL FAULTS". ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY AND THIS BILL OF SALE AND ASSIGNMENT, EXCEPT AS HEREIN SPECIFICALLY SET FORTH OR REFERRED TO, AND ASSIGNEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. ASSIGNOR EXPRESSLY DISCLAIMS AND ASSIGNEE ACKNOWLEDGES AND ACCEPTS THAT ASSIGNOR HAS DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OF MATERIALS, IF ANY, INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. ASSIGNOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its Attorney-in-Fact



**EXHIBIT D**

**ASSIGNMENT AND ASSUMPTION OF LEASES**

THE STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR         §

The parties to this Assignment and Assumption of Leases (this "Assignment") are the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America ("Assignor") and CITY OF SAN ANTONIO, a Texas municipal corporation ("Assignee").

The Assignor has on this day transferred, sold and conveyed to Assignee the real property (the "Property") described on Exhibit A attached hereto, pursuant to that certain Special Warranty Deed (the "Deed") of even date herewith, conveying the Property from Assignor to Assignee.

Assignor or Assignor's predecessors in title heretofore entered into certain leases (the "Leases") with tenants, as described on Exhibit B attached hereto, covering various portions of the Property.

In connection with Assignee's purchase of the Property from Assignor, Assignee desires to purchase, and Assignor desires to assign to Assignee, the Leases, and all of the rights, benefits and privileges of Assignor thereunder:

NOW THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee all of the Leases pertaining to the Property, and all of the rights, benefits and privileges of Assignor thereunder, including, without limitation, all security deposits and unapplied prepaid rentals made under the Leases which are in the possession of Assignor and have not been returned to tenants, but subject to all terms, conditions, reservations and limitations set forth in the Leases (all such Leases, properties, rights and interests, subject as aforesaid, being hereinafter collectively referred to as the "Assigned Leases").

This Assignment is made and accepted subject to all of the liens, easements, restrictions and other matters listed in the Deed.

Assignor shall not be responsible to the lessees under the Assigned Leases for the discharge or performance of any duties or obligations to be performed or discharged by the lessor thereunder after the date hereof. By accepting this Assignment and by its execution hereof, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions of the Assigned Leases on the part of the lessor therein required to be performed from and after the date hereof including, but not limited to, the obligation to repay, in accordance with the terms of the Assigned Leases, to the lessees thereunder any and all security and prepaid rental deposits delivered to Assignee, the obligation to pay for all tenant finish costs, if any, under the Assigned Leases and the obligation to pay all commissions (including, but not limited to; commissions for lease renewals) as set forth in the Assigned Leases.

Assignee hereby agrees to be responsible for any and all loss, cost or expense (including, without limitation, reasonable attorney's fees) resulting by reason of Assignee's failure to perform any of the obligations of lessor under the Assigned Leases after the date hereof.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

**ASSIGNOR:**

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its Attorney-in-Fact

**ASSIGNEE:**

CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



THE STATE OF TEXAS §  
                                  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on \_\_\_\_\_, 1992, by \_\_\_\_\_, as Attorney-in-Fact on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 1992, by \_\_\_\_\_, the \_\_\_\_\_ of CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



**EXHIBIT E**

**NOTICE TO PURCHASER**

STATE OF TEXAS §  
                                  §  
COUNTY OF BEXAR §

The real property (the "Property") described on Exhibit A attached hereto, which you are purchasing, is subject to deed restrictions recorded in the Real Property Records of Bexar County, Texas, under county clerk's file number(s) \_\_\_\_\_ or Volume \_\_\_\_\_, Page \_\_\_\_\_ and subject to the restrictions and building set back lines set forth on the plat recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Map Records of Bexar County, Texas. THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF SAN ANTONIO IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN RESTRICTIONS. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of San Antonio may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provisions does not render the remainder of the deed restrictions invalid. The street address of the Property you are acquiring is as follows: \_\_\_\_\_.

**SELLER:**

DATE OF EXECUTION BY SELLER:  
\_\_\_\_\_

FEDERAL DEPOSIT INSURANCE CORPORATION,  
a corporation organized under the laws  
of the United States of America

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its Attorney-in-Fact

The undersigned acknowledges receipt of the foregoing notice at or prior to closing the purchase of the Property.

**PURCHASER:**

DATE OF EXECUTION BY PURCHASER:  
\_\_\_\_\_

CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



THE STATE OF TEXAS §  
                                  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on \_\_\_\_\_, 1992, by \_\_\_\_\_, as Attorney-in-Fact on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 1992, by \_\_\_\_\_, the \_\_\_\_\_ of CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

After recording return to:  
AMRESKO Management, Inc.  
1201 Main Street, 11th Floor  
Dallas, Texas 75202  
Attn: Pam Lee  
Contract Administration  
Prop ID: MIDCIT  
Fax: (214) 508-4439



CITY OF SAN ANTONIO

Public Works Department

AGENDA ITEM NO. 49

INTERDEPARTMENT CORRESPONDENCE SHEET

TO: MAYOR AND CITY COUNCIL  
FROM: Joe Rodriguez, Acting Director of Public Works  
COPIES TO: File  
SUBJECT: PURCHASE OF MID-CITY GARAGE

DATE: JULY 16, 1992

SUMMARY AND RECOMMENDATION:

This Ordinance authorizes the appropriation of a total of \$1,731,893 for the purchase of the Mid-City Parking Garage, located at 240 E. Houston Street, for a total amount of \$1.5 million from the FDIC through AMRESCO, Inc., a Dallas bank, and Transwestern Property Co., a local brokerage firm; and \$200,000 for certain structural improvements to the facility. The Ordinance also authorizes a \$31,893 supplement to the current Parking Division budget to cover wages and operational supplies for the remainder of this 1992 fiscal year; establishes parking rates as shown on the attached table; and authorizes an increase to the personnel complement of the Parking Division by adding 1-Parking Superintendent, 3 full-time Parking Toll Attendants, 2 part-time Parking Toll Attendants and 1-Laborer.

We recommend approval of this Ordinance.

The City currently owns the land area (28,163.6 sq. ft.) which the Parking Garage leases and occupies. The Garage proforma statement shows that the purchase of the Garage will result in an immediate economic generator for the City. The proposed cash flow includes the land debt payments, new debt for purchase of the Garage, and incentive payments. (Incentive payments are additional funds due to the City in excess of the debt service payments for the ground lease.)

POLICY ANALYSIS:

The purchase of the Parking Garage would be financed through the Parking Fund. The Parking Fund is a self-sustaining enterprise fund which requires that all parking-type projects financed through the fund generate sufficient revenues to cover all expenses and debt service costs associated with the project. The Mid-City Garage proforma reflects that the purchase would be able to cover all expenses plus become an economic generator to the City and particularly the downtown area.

## FINANCIAL IMPACT:

The purchase of the Garage would be financed through tax-exempt Certificates of Obligation in the amount of \$1.7 million with \$1.5 million disbursed for the purchase and \$200,000 disbursed for improvements to the facility.

The attached proforma statement uses the following assumptions:

1. The new City parking rates would be lower than the existing rates.
2. The existing parking contract with the Nix Hospital and its 5-year renewal option would be continued.
3. All debt payments for ground area and structure will continue to be paid.
4. Establish budgets for Operations and Maintenance, including sales taxes, routine maintenance and an annual reserve for capital improvements.

The present Parking Division budget will require a two-month supplement (August and September) to cover costs as shown below:

<u>Object Code</u>	<u>Descriptions</u>	<u>Amount</u>
010	Regular Salaries	\$13,843
110	Communications	200
139	Maint. & Repairs-Bldgs.	2,000
142	Maint. & Repairs-Equip.	2,000
154	Gas & Electricity	8,200
181	Printing	1,250
210	Office Supplies	500
214	Uniforms	700
373	Two 2-way radios	3,200
	TOTALS	\$31,893

A budget for FY 92-93 is estimated at \$193,000.

Additionally, an appropriation of \$800,000 from the 1986 Certificates of Obligation, Municipal Buildings (43-603) and \$700,000 from the Parking Fund is authorized. Reimbursement to the Parking Fund and to the Municipal Buildings Fund (43-603) will be forthcoming from the sale of the tax-exempt Certificates of Obligation.

The City presently receives a ground lease payment from the private lessee (Mid-City Garage). The payments are \$300,000 per year for 17 years and an average of \$89,000 per year for the remaining 10 years. These payments were established in order to retire the City's debt when it originally acquired the property and will continue so as to cover the incentive payments as outlined in the proforma statement.

We anticipate that the over-all benefit to the City by the purchase of this Parking Garage, which would have become City property in 27 years, will be both financial and complementary to the goals of improving the downtown community by the following actions:

1. Reduced parking rates (see attachment) to assist in the revitalization of the Houston Street corridor.
2. Provide discount parking rates to businesses for the use of ticket validation programs.
3. Improve the garage security and upgrade the facility so as to increase the usage and protect the City's investment.

  
Joe Rodriguez  
ACTING DIRECTOR  
OF PUBLIC WORKS

APPROVED:

  
Alexander E. Briseño  
CITY MANAGER

JR/RMM/cma