

AN ORDINANCE

2013-05-16-0334

**AUTHORIZING SALE OF TWO CONTIGUOUS PARCELS
TOTALING 5.19 ACRES WITHIN NCB 6801 AND NCB 6679 IN
COUNCIL DISTRICT 5 BETWEEN THOMPSON PLACE AND
CALLE DEL SOL ADJACENT TO GENERAL HUDNELL DRIVE
TO HAND UP HOMES, LLC FOR \$100,000.**

* * * * *

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

SECTION 1. The city manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city an instrument with Hand-Up Homes, LLC, in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth, and to consummate the transaction contemplated therein. The city manager and her designee, severally, should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

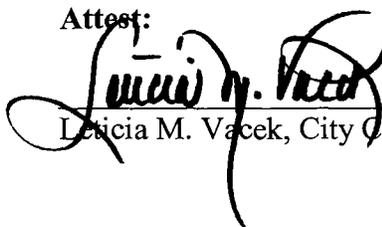
SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 240000000060 and General Ledger 4903101.

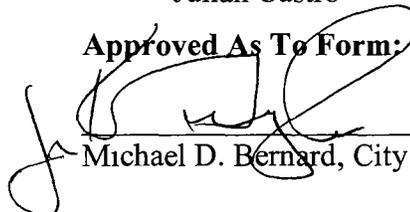
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 16th day of May 2013.


M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 10

Name:	10						
Date:	05/16/2013						
Time:	10:06:11 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance declaring two vacant contiguous parcels totaling 5.19 acres of City-owned real property as surplus within NCB 6801 and NCB 6679 in Council District 5 located between Thompson Place and Calle Del Sol adjacent to General Hudnell Drive and authorizing its sale to Hand Up Homes, LLC, a subsidiary of Habitat for Humanity, for \$100,000.00 for development of 27 affordable single family homes. [Peter Zanon, Deputy City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x			x	
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				x
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Attachment I

Real Estate Sales Contract

(Hand-Up Homes, LLC/COSA)

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Authorizing Ordinance:

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Mike Etienne, CIMS)

Phone: 210-207-7114

Email: mike.etienne@sanantonio.gov

Type of Entity: a Texas municipal corporation

Buyer: Hand-Up Homes, LLC

Address: 8125 Meadow Leaf Drive, San Antonio, Texas 78227
(Bexar County)

Type of Entity: A Texas limited liability company

Property: Parcels 1 and Parcel 2, as described below

Parcel 1: An approximately 4.536-acre tract out of Lot 1, Block 1, NCB 6801, in the City of San Antonio, Bexar County, Texas, Kelly Elementary School Subdivision recorded in Volume 9544, Page 19, Deed and Plat

Records, Bexar County, Texas, as more particularly described on **Exhibit A-1**.

Parcel 2: An approximately 0.658-acre tract out of and part of the remaining portions of Lots 27, 28, 29, and 30, Block 1, NCB 6679, Industry Center Subdivision, Volume 642, Page 161, Plat Records of Bexar County, Texas, as more particularly described on **Exhibit A-2**.

Title Company: Trinity Title Company of Texas, LLC

Address: 242 W. Sunset Rd., Suite 201, San Antonio, Texas
78209 (Attention: Kim Selsor)

Phone: 210-828-5844

Email: kselsor@trinitytitletx.com

Purchase Price \$100,000
(for the entire Property):

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

County for Performance Bexar County, Texas

1. Purchase and Sale of Property.

1.01. Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

1.02. **By signing this Agreement, Buyer acknowledges that it has previously satisfied itself outside the mechanisms of this Agreement about all aspects of the Property, including but not limited to the physical condition of the Property, title-related matters, and environmental-related matters.**

1.03. The representations of the parties on **Exhibit B** are true and correct at the time of signing this Agreement and will be true at Closing.

1.04. The deed delivered at Closing must be substantially in the form shown at **Exhibits C**, respectively.

2. Buyer's Activities on the Property.

If Buyer enters the Property before closing for further inspection or testing or any other reason, Buyer will indemnify, defend, and hold Seller harmless from any loss,

attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property. Further, Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

3. Closing Documents.

3.01. At closing, Seller will deliver the following items:

Deed Without Warranty

IRS Non-foreign Person Affidavit

Evidence of Seller's authority to close this transaction

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

Evidence of Buyer's authority to consummate this transaction

Purchase Price

4. Closing.

4.01. *Closing* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Disbursement of Funds, Recording, Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- c. *Possession* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

4.02. *Transaction Costs*

- a. Buyer will pay:
 - i. the basic charge for the Title Policy;
 - ii. one-half of the escrow fee charged by Title Company;
 - iii. the costs to record all documents to cure Title Objections agreed to be cured by Seller;
 - iv. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;

- v. the additional premium for the “survey/area and boundary deletion” in the Title Policy
 - vi. the costs to obtain the certificates or reports of ad valorem taxes;
 - vii. the costs to deliver copies of the instruments described in article 1; and
 - viii. Buyer’s expenses and attorney’s fees.
- b. Seller will pay:
- i one-half of the escrow fee charged by Title Company;
 - ii. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller’s expense;
 - iii. Seller’s expenses and attorney’s fees.
 - iv. any costs necessary to convey the Property with no liens, assessments, or other security interests against the Property which will not be satisfied out of the Purchase Price. Seller will deliver to the Title Company any releases or other documents required to convey the Property free of the foregoing.
- c. *Ad Valorem Taxes* Property owned by Seller is exempt under Texas Property Tax Code § 11.11. At closing property taxes will be prorated according to Texas Tax Code § 26.10. Seller assumes no responsibility for ad valorem taxes for any period, rollback or otherwise, not otherwise imposed on it by law
- d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

5. Prohibited Interests in Contracts.

5.01 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

5.02 Buyer warrants and certifies as follows:

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

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

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

6. Miscellaneous Provisions.

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

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

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

6.05. *Modification.*

6.05.01. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought.

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

6.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of

notice actually received, but such notice is given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

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

6.10. *Waiver of Consumer Rights.* **Buyer Waives Its Rights Under The Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq. of The Texas Business and Commerce Code, A Law That Gives Consumers Special Rights and Protections. After Consultation With an Attorney of Its Own Selection, Buyer Voluntarily Consents To This Waiver.**

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

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

7. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

Seller:

Buyer:

City of San Antonio, a Texas municipal corporation

Hand-Up Homes, LLC, a Texas limited liability company

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

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

Buyer: Hand-Up Homes, LLC

Address: 8125 Meadow Leaf Drive, San Antonio, Texas 78227 (Bexar County)

Property: Parcels 1 and Parcel 2, as described below

Parcel 1: An approximately 4.536-acre tract out of Lot 1, Block 1, NCB 6801, in the City of San Antonio, Bexar County, Texas, Kelly Elementary School Subdivision recorded in Volume 9544, Page 19, Deed and Plat Records, Bexar County, Texas

Parcel 2: An approximately 0.658-acre tract out of and part of the remaining portions of Lots 27, 28, 29, and 30, Block 1, NCB 6679, Industry Center Subdivision, Volume 642, Page 161, Plat Records of Bexar County, Texas

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

Trinity Title Company of Texas, LLC

By: _____

Printed
Name: _____

Title: _____

Date: _____

Exhibit A-1: Parcel 1 Property Description

METES AND BOUNDS DESCRIPTION
February 8, 2012

BEING a 4.536 acre tract of land out of Lot 1, Block 1, New City Block 6801, in the City of San Antonio, Bexar County, Texas, Kelly Elementary School Subdivision recorded in Volume 9544, Page 19, Deed and Plat Records, Bexar County Texas, said 4.536 acre tract being more particularly described as follows;

BEGINNING at a ½" iron rod found in the Southeasterly Right-of-way line of General Hudnell Dr. for the most Westerly corner of said Lot 1 and the most Westerly corner of the herein described tract;

THENCE N 36° 14' 30" E 578.63 along the Southerly Right-of-way line of said General Hudnell Dr. to a ½" iron rod set for the most Northerly corner of the herein described tract;

THENCE S 83° 38' 27" E 391.69 feet across said Lot 1 to a ½" iron rod found in the Northerly line of Lot 7, Kelly Homes Subdivision recorded in Volume 4900, Pages 170-171, Deed and Plat Records, Bexar County, Texas for the Northeast corner of the herein described tract;

THENCE S52° 36'22" W 33.17 feet along the Northerly line of said Lot 7 and the Northerly line of Lot 24, Kelly Homes Subdivision recorded in Volume 6600, Page 152, Deed and Plat Records, Bexar County, Texas to a ½" iron rod set;

THENCE 240.12 feet along the Northwesterly line of said Lot 24, Lots 23 and 22, said Kelly Homes Subdivision recorded in Volume 6600, Page 152, Deed and Plat Records, Bexar County, Texas by a circular curve to the left having the following parameters:

Radius = 296.57 feet
Chord Bearing = S 29° 25' 27" W
Chord Distance = 233.62 feet

to a ½" iron rod found;

THENCE S 06° 42' 24" W 14.83 feet along the westerly line of said Lot 22 to a ½" iron rod set for the Southwest corner of said Lot 22;

THENCE S 84° 11' 14" E 16.00 feet along the south line of said Lot 22 to a ½" iron rod found for the north west corner of Lot 3, said Kelly Homes Subdivision recorded in Volume 4900, Pages 170-171, Deed and Plat Records, Bexar County, Texas;

THENCE S 06° 30' 24" W 95.11 feet along the west line of said Lot 3 to a ½" iron rod found in the North Right-of-way line of Jupiter St. for the most Southerly corner of said Lot 3;

THENCE N 83° 42' 21" W 113.41 feet along the North Right-of-way line of said Jupiter St. to a ½" iron rod set;

THENCE 12.27 feet along the North Right-of-way line of said Jupiter St. by a circular curve to the right having the following parameters:

Radius = 10.00 feet
Chord Bearing = N 48° 33' 52" W
Chord Distance = 11.51 feet

to a ½" iron rod set;

THENCE 66.16 feet along the Northerly Right-of-way line of said Jupiter St. by a circular curve to the left having the following parameters:

Radius = 45.00 feet
Chord Bearing = N 55° 32' 23" W
Chord Distance = 60.36 feet

to a ½" iron rod set;

THENCE N 49° 27' 45" W 25.64 feet along the Northerly Right-of-way line of said Jupiter St. to a ½" iron rod set;

THENCE S 40° 32' 15" W 60.00 feet along the Northwesterly end of said Jupiter St. to a ½" iron rod set;

THENCE S 49° 27' 45" E 25.65 feet along the Southerly Right-of-way line of said Jupiter St. to a ½" iron rod set;

THENCE 40.21 feet along the Southerly Right-of-way line of said Jupiter St. by a circular curve to the left having the following parameters:

Radius = 45.00 feet
Chord Bearing = S 26° 58' 29" E
Chord Distance = 38.89 feet

to a ½" iron rod set;

THENCE 48.77 feet along the Southerly Right-of-way line of said Jupiter St. by a circular curve to the left having the following parameters:

Radius = 89.74 feet
Chord Bearing = S 68° 08' 23" E

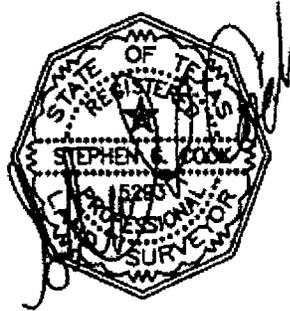
Chord Distance = 48.17 feet

to a 1/2" iron rod set;

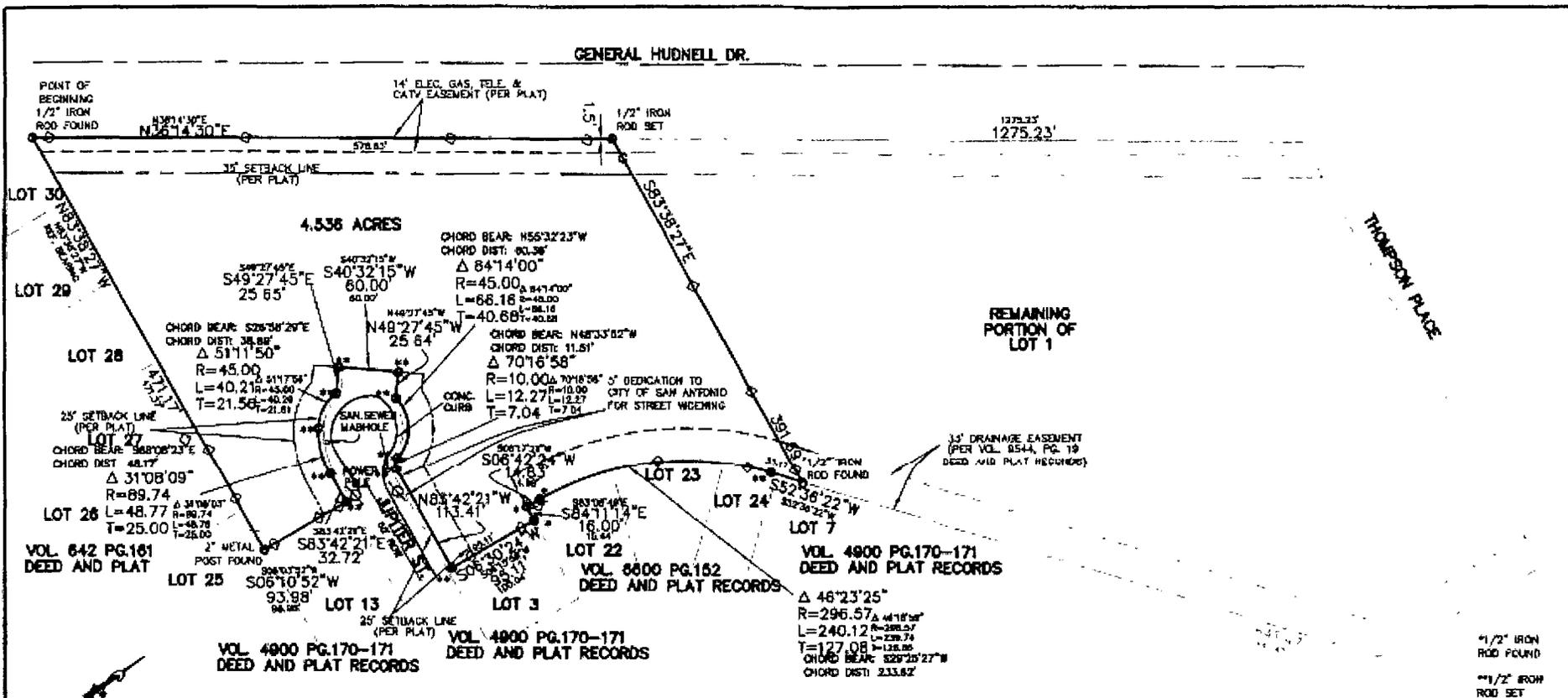
THENCE S 83° 42' 21" E 32.72 feet along the South Right-of-way line of said Jupiter St. to a 1/2" iron rod set for the Northwest corner of Lot 13, said Kelly Homes Subdivision recorded in Volume 4900, Pages 170-171, Deed and Plat Records, Bexar County, Texas;

THENCE S 06° 10' 52" W 93.98 feet along the west line of said lot 13, to a 2" metal post found in the North line of Lot 25, J.H. Kirkupatrick's Subdivision recorded in Volume 642, Page 161, Deed and Plat Records, Bexar County, Texas for the Southwest corner of said Lot 13;

THENCE N 83° 38' 27" W 471.17 feet along the North line of said Lot 25, Lots 26, 27, 28, 29 and 30, said J.H. Kirkupatrick's Subdivision, recorded in Volume 642, Page 161, Deed and Plat Records, Bexar County, Texas to the POINT OF BEGINNING



SGCE # 999-777-105



1/2" IRON ROD FOUND
 1 1/2" IRON ROD SET
 14" ELEC. GAS, TELE. & CATV EASEMENT (PER PLAT)
 33" DRAINAGE EASEMENT (PER VOL. 8544, PG. 19 DEED AND PLAT RECORDS)
 2" METAL POST FOUND
 25' SETBACK LINE (PER PLAT)
 30' SETBACK LINE (PER PLAT)

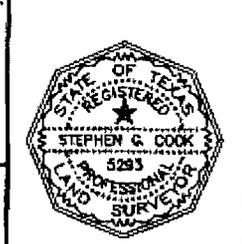
N48°00'00" W 100.00'	RECORD INFORMATION	S45°00'00" W AS MEASURED IN FIELD 100.00'	<input checked="" type="checkbox"/> BARBED WIRE	<input type="checkbox"/> SMOOTH WIRE	<input type="checkbox"/> WOOD FENCE
SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:			<input type="checkbox"/> IRON FENCE	<input type="checkbox"/> CHAIN LINK FENCE	
VOL. 4551 PAGE 251	REAL PROPERTY RECORDS				
VOL. _____ PAGE _____	REAL PROPERTY RECORDS				

SGC
 21000 STARCREST, SUITE 107
 SAN ANTONIO, TEXAS 78247-4117
 REGISTERED LAND SURVEYORS 210/481-2533 * FAX: 210/481-2150
 WWW.SGCE.NET

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN. COPYRIGHT © 2002 STEPHEN G. COOK ENGINEERING, INC. ALL RIGHTS RESERVED.

Stephen G. Cook
 STEPHEN G. COOK, R.P.L.S.

REVISION DATE:
 02/18/12



LOT(S) 4.536 ACRES BLOCK 1 N.C.B. 6801
 KELLY ELEMENTARY SCHOOL SUBDIVISION VOLUME 9544 PAGE 19
 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.
 WITNESS BY HAND AND SEAL THIS 3 DAY OF FEBRUARY 20 12
 BUYER
 ADDRESS 1026 THOMPSON PLACE OF NO. 4002001046
 STEPHEN G. COOK, INC. JOB NO. 999-777-105 DRAWN BY: N.A. DISK: CAD/W SURV. BY: SA

Exhibit A-2: Parcel 2 Property Description

LEGAL DESCRIPTION

For
(0.658 Acre Tract)

FIELD NOTES describing a 0.658 acre tract of land, being out of and part of the remaining portions of Lots 27, 28, 29, and 30, Block 1, New City Block 6679, Industry Center Subdivision, Volume 642, Page 161, Plat Records of Bexar County, Texas. Said 0.658 acre tract of land, being more particularly described as follows:

- BEGINNING:** At a found 1/2" steel rod on the eastside right-of-way line of Gen. Hudnell Dr. (SPUR 371), also being the northwest corner of this herein described tract;
- THENCE:** S 83°40'45" E, along the north boundary line of said 0.658 acre tract distance of 334.63 feet to a set 1/2" steel rod for the northeast corner of this herein described tract;
- THENCE:** S 36°15'05" W, a distance of 152.61 feet to a set 1/2" steel rod for the southeast corner of this herein described tract;
- THENCE:** N 83°47'24" W, a distance of 34.85 feet to a set 1/2" steel rod for a corner of this herein described tract;
- THENCE:** Along the arc of a curve to the right having a radius of 175.00 feet a central angle of 27°08'42", and arc length of 82.91 feet, a chord bearing of N 70°13'00" W and a chord distance of 82.14 feet to a set 1/2" steel rod for a corner of this herein described tract;
- THENCE:** N 56°38'39" W, a distance of 4.50 feet to a set 1/2" steel rod for a corner of this herein described tract;
- THENCE:** Along the arc of a curve to the right having a radius of 5.00 feet a central angle of 89°57'16", and arc length of 7.85 feet, a chord bearing of N 11°37'17" W and a chord distance of 7.07 feet to a set 1/2" steel rod for a corner of this herein described tract;

THENCE: N 33°21'21" E, a distance of 1.54 feet to a set 1/2" steel rod for a corner of this herein described tract;

THENCE: N 56°38'39" W, a distance of 50.00 feet to a set 1/2" steel rod for a corner of this herein described tract;

THENCE: Along the arc of a curve to the right having a radius of 1025.00 feet a central angle of 0°33'54", and arc length of 10.11 feet, a chord bearing of N 33°38'18" E and a chord distance of 10.11 feet to a set 1/2" steel rod for a corner of this herein described tract;

THENCE: N 56°04'44" W, a distance of 120.06 feet to a set 1/2" steel rod for the southwest corner of this herein described tract;

THENCE: N 33°21'21" E, a distance of 17.66 feet along the east right-of-way line to the **POINT OF BEGINNING.**

Containing 0.658 acres of land (28,662.48 SQ.FT.)
more or less. Survey prepared this date.

Date: 02-27-2013


David Barrera, R.P.L.S. No. 5286



Job No. 021A-12

Exhibit B: Representations

Representations; Environmental Matters

A. Seller's Representations to Buyer

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

1. *Authority.* Seller is a municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

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

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

5. *Condemnation; Zoning, Land Use, Hazardous Materials* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *No Other Representation* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

This Contract Is An Arms-Length Agreement Between The Parties. The Purchase Price Was Bargained On The Basis Of An "As Is, Where Is" Transaction And Reflects The Agreement Of The Parties That There Are No Representations, Disclosures, Or Express Or Implied Warranties, Except For The Warranty Of Title Stated In The Closing Documents And Seller's Representations To Buyer Set Forth In Section A Of This Exhibit B.

The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. [Include If Applicable: Seller Makes No Warranty Of Condition, Merchantability, Or Suitability Or Fitness For A Particular Purpose With Respect To The Personal Property.] All Warranties, Except The Warranty Of Title In The Closing Documents, Are Disclaimed.

C. Environmental Matters

After Closing, As Between Buyer And Seller, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Buyer, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Buyer Indemnifies, Holds Harmless, And Releases Seller From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (Cercla), The Resource Conservation And Recovery Act (Rcra), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Seller's Own Negligence Or The Negligence Of Seller's Representatives. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Sellers In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.

D. Buyer's Representations to Seller

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

1. *Authority* Buyer is a Texas limited liability company, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to acquire the Property from Seller; further Buyer is wholly owned by Habitat For Humanity, Inc., a Texas non-profit corporation. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Seller.

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

Exhibit C: Form of Deed

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
 }
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code § 272.001(a)

SP No./Parcel:

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: Hand-Up Homes, LLC.

Grantee's Mailing Address: 8125 Meadow Leaf Drive, San Antonio, Texas 78227

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

Property: Parcels 1 and Parcel 2, as described below

Parcel 1: An approximately 4.536-acre tract out of Lot 1, Block 1, NCB 6801, in the City of San Antonio, Bexar County, Texas, Kelly Elementary School Subdivision recorded in Volume 9544, Page 19, Deed and Plat Records, Bexar County, Texas, as more particularly described on **Exhibit A-1**.

Parcel 2: An approximately 0.658-acre tract out of and part of the remaining portions of Lots 27, 28, 29, and 30, Block 1, NCB 6679, Industry Center Subdivision,

Volume 642, Page 161, Plat Records of Bexar
County, Texas, as more particularly described on
Exhibit A-2.

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

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

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

- A. Easements:** All recorded and unrecorded easements, whether or not open and obvious.
- B. Restrictions:** All covenants and restrictions affecting the Property.
- C. Exceptions:** All instruments affecting the Property, whether or not recorded.
- D. Conditions:** All conditions affecting the Property.

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

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

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

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

Grantor:

City of San Antonio, a Texas municipal corporation

By: _____

Printed

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

Name: _____

Title: _____

Date: _____

Approved As To Form:

By: _____
City Attorney

The State of Texas }

County of Bexar }

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

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

After Recording, Return To:
