

AN ORDINANCE

2013-01-17-0023

AUTHORIZING PURCHASE OF TWO PARCELS OF APPROXIMATELY 0.568 ACRES AND 1.207 ACRES FROM THE SAN ANTONIO CHILDREN'S MUSEUM NEAR EAST MULBERRY AND BROADWAY FOR \$1,200,000.

* * * * *

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 San Antonio Children's Museum, Inc. 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. Payment in the amount of \$1,200,000.00 in SAP Fund 45099000, Certificates General Obligation Capital Projects, SAP Project Definition 40-00406, Children's Museum, is authorized to be encumbered and made payable to the selected title company for the acquisition of privately owned real property located at East Mulberry Avenue (within NCBs 1066 and 3867) and Humphrey Avenue (within NCBs 3869 and 1055) in Bexar County, Texas.

SECTION 3. The acquisition of surplus property must be coordinated through the city's Finance Department to assure the addition of these assets into the City's financial records and to record the proper accounting transactions.

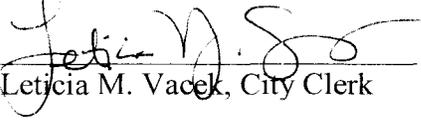
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

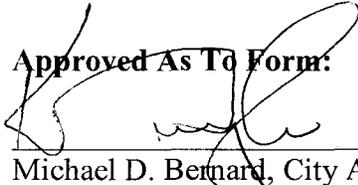
SECTION 5. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it becomes effective immediately.

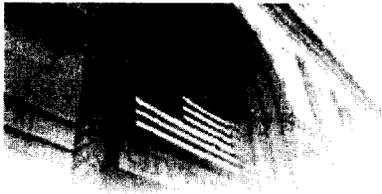
PASSED AND APPROVED this 17th day of January 2013.


M A Y O R
Julián Castro

Attest:

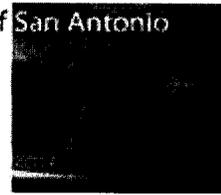

Leticia M. Vacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 10B

Name:	4, 5, 6, 7, 8, 10A, 10B, 10C, 10D, 12A, 12B, 13, 15, 16, 17						
Date:	01/17/2013						
Time:	09:25:30 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing acquisition of privately-owned real properties located at East Mulberry Avenue (within NCBs 1066 and 3867) and Humphrey Avenue (within NCBs 3869 and 1055), for San Antonio Children's Museum; authorizing expenditures in amount not-to-exceed \$1,200,000.00 for this acquisition; and, authorizing payment of funds to the selected title company for associated title fees.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9	x					
Carlton Soules	District 10		x				

Attachment I

Real Estate Purchase and Sale Contract

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Authorizing Ordinance:

Seller: The San Antonio Children’s Museum

Address: 305 Houston Street, San Antonio, Texas 78205

Buyer: City of San Antonio

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

Property: The Property consists of Tracts A and B described below:

Tract A: An approximately 0.568-acre parcel consisting of (i) part of Lot 18, New City Block 3869; (ii) Lot 9, New City Block 1055, according to plat thereof recorded in volume 4500, page 216, Deed and Plat records of Bexar County, Texas; and (iii) Lots 20 and 21, Block 15, New City Block 3869, according to plat thereof recorded in volume 7300, page 15, Deed and Plat records of Bexar County, Texas, as more particularly described in **Exhibit A**.

Tract B: An approximately 1.207-acre parcel consisting of (i) part of Lots 25, 26, 27, and 28, Block 12, New City Block 1066, and addition to the City of San Antonio, Bexar County, Texas according to plat thereof recorded in volume 72, page 506, Deed Records of Bexar County, Texas; (ii) part of Alamo Ditch as shown on plat recorded in volume 72, page 506, Deed Records of Bexar County, Texas; (iii) Lots 6, 7, 8, 9, and 10, Block 13, New City Block 3867, Brackenridge Place Subdivision, according to plat thereof recorded in volume 105, page 248, Deed and Plat records of Bexar County, Texas; and (iv) Lot 11, Block 13, New City Block 3967, Brackenridge Place Subdivision, according to plat thereof recorded in volume 7100, page 203, Deed and Plat records of Bexar County, Texas, as more particularly described in **Exhibit B**.

The Property includes Tracts A and B above, together with (ii) all buildings, fixtures, structures and improvements located on the Land; (iii) all of Seller's right, title and interest (if any) associated with the Land in (a) any strips or gores between the Land and all abutting properties; (b) all roads, alleys, rights-of-way, easements, streets, and ways abutting the Land and rights of ingress and egress thereto, whether surface, subsurface or otherwise; and (c) land lying in the bed of any street, road, or access way, opened or proposed adjoining the Land, to the centerline of such street, road or access way; and (iv) all of Seller's rights, titles, and interests, if any, in and to (a) all mineral interests of any kind or character pertaining to the Land; (b) all water rights of any kind or character pertaining to the Land; (c) all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Land, including, without limitation, development rights, grandfathered or vested rights, and other governmental permits or approvals regarding the development and improvement of the Land; (d) all permits, contracts, drainage easements, and rights of any kind or character to receive utilities services for the Land; and (e) all other transferable rights, privileges and appurtenances belonging to the Land. Buyer hereby expressly agrees and acknowledges that Seller may demolish all or a portion of the Improvements prior to Closing in preparation for Seller's use of the Property under the Lease (as defined below) and that there shall be no setoff or reduction in the Purchase Price to account for the demolition of the

Improvements.

Title Company: Presidio Title Company

Address: 7373 Broadway, Suite 105, San Antonio, Texas
78209 (Attention: Noelle Cheek)

Phone: 210-757-9600

Purchase Price: \$1,200,000

Earnest Money: \$100

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

Survey Category: Category 1A Texas Land Title Survey

County for Performance: Bexar County, Texas

1. Deadlines and Other Dates.

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1.01.	Earnest Money Deadline	10	Days after the Effective Date
1.02.	Delivery of Title Commitment	10	Days after the Effective Date
1.03	Delivery of Survey	30	Days after the Effective Date
1.04.	Buyer's Objection Deadline	20	Days after Buyer's Objection Deadline
1.05.	Buyer's Termination Deadline	5	Days after Notice of Cure Deadline
1.06.	End of Inspection Period	5	Days after the Effective Date
1.07.	End of Inspection Period	90	Days after the Effective Date
1.08.	Closing Date		Friday, March 29, 2013

1.09. Closing Time 10:00 A.M.

The deadlines may be altered by the mutual agreement of the parties. The Director and Assistant Director for Real Estate of the Capital Improvements Management Services Department may consent to such changes on behalf of Buyer without further authorization of City Council.

2. Closing Documents.

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

Special Warranty Deed in substantially the form attached as
Exhibit E (the “**Deed**”)

IRS Nonforeign Person Affidavit

Evidence of Seller’s authority to close this transaction

Notices, statements, and certificates as specified in **Exhibit D**

Seller’s counterpart to the Lease Agreement attached hereto as **Exhibit F**
(the “**Lease**”)

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

Evidence of Buyer’s authority to consummate this transaction

Purchase Price in cash or by wire transfer of good funds to the Title
Company.

Buyer’s counterpart to the Lease

2.03. The documents listed above are collectively known as the “Closing Documents.”

2.04. The Deed shall except only the Permitted Exceptions.

3. Exhibits.

The following are attached to and are part of this contract for all purposes as if fully set forth:

Exhibit A—Tract A Description

Exhibit B—Tract A Description

Exhibit C—Representations

Exhibit D—Notices

Exhibit E—Form of Deed to Buyer

Exhibit F—Form of Lease and Transfer

4. Purchase and Sale of Property.

Subject to the terms and provisions of this Agreement, Seller will convey the Property to Buyer, and Buyer will purchase the Property from Seller. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

5. Earnest Money.

Buyer must deposit the Earnest Money with the Title Company no later than the Earnest Money Deadline. Title Company must execute and deliver to both Buyer and Seller an earnest money receipt substantially in the form attached at the end of this agreement.

6. Title and Survey.

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

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. The Title Commitment must show Seller as the record title owner of the Land. "Title Policy" means an standard form of Texas Owner's Policy of Title Insurance issued by Title Company, as agent for Underwriter, in the amount of the Purchase Price and in conformity with the last Title Commitment delivered to and approved by Buyer, insuring Buyer's fee simple title to the Land as good and indefeasible subject to the terms of the Title Policy and the exceptions specified in it.

6.03. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply

with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

6.05. *Delivery of Title Commitment, Survey.* Seller must deliver the Title Commitment and the Survey by the deadlines stated in section 1.

6.06. *Buyer's Objections.* Buyer has until the Buyer's Objection Deadline to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Buyer's Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Buyer's Objection by the Buyer's Objection Deadline. The matters that Buyer either approves or is deemed to have approved shall be included in the definition of "Permitted Exceptions" hereunder.

6.07. If Buyer notifies Seller of any Buyer's Objections, Seller has until Seller's Cure Notice Deadline to notify Buyer whether Seller agrees to cure the Buyer's Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Buyer's Objections before closing, Buyer may, on or before Buyer's Termination Deadline, notify Seller that this contract is terminated. In absence of such timely notice, Buyer shall be deemed to have approved all matters that Seller has not agreed to cure and such items shall be deemed "Permitted Exceptions", and Buyer shall proceed to close, subject to Seller's good faith obligation to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Buyer's Objections that Seller has agreed to cure in the Cure Notice.

7. Inspection Period.

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

- a. Buyer must deliver evidence to Seller that Buyer, or third parties retained by Buyer to inspect the Property, have insurance for its proposed inspection activities, in the following amounts and coverages:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General	For Bodily Injury and Property Damage of

7.03. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

7.03. *Release.* 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.

8. Representations.

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

9 Condition until Closing; Cooperation.

9.01. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Seller's ability to realize the relocation of the San Antonio Children's Museum to an abutting property also owned by Seller. To terminate this contract upon such condition, Buyer must give notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

9.02. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

9.03. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer; provided, however, that Seller shall not be obligated to incur any cost, expense or other burden in providing such cooperation.

10. Termination.

10.01. If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.

10.02. If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

10.03. If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract.

11. Allocation of Closing Costs.

11.01. Seller will pay:

- a. the escrow fee charged by Title Company;
- b. the costs to prepare the Deed;
- c. the costs to obtain, deliver, and record releases of all liens to be released at closing;
- d. the costs to insure around liens not released, if any;
- e. the costs to record all documents necessary or appropriate to close this transaction, including those incident curing Buyer's Objections agreed to be cured by Seller;
- f. the costs to deliver copies of the instruments described in article 1; and
- g. Seller's expenses and attorney's fees.

11.02. Buyer will pay

- a. the basic charge for the Title Policy;

- b. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
- c. the additional premium for the "survey/area and boundary deletion" in the Title Policy;
- d. the costs to obtain the Survey and certificates or reports of ad valorem taxes; and
- e. Buyer's attorney's fees.

11.03. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code. In no event is Buyer liable for any roll back taxes.

11.04. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice.

11.05. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

11.06. *Brokers' Commissions.* Buyer and Seller each represent to the other that they have not acted or omitted to act in any way that could give rise to an entitlement to a commission for the transaction to which this agreement relates unless noted at the beginning. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

12. Closing.

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

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the Deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Lease, the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.
- f. Buyer need not close if Seller cannot or does not deliver marketable title at closing. If Buyer does not close for want of marketable title, the earnest money is returned to Buyer.
- g. Seller need not close if Buyer cannot or does not deliver an original counterpart of the Lease, duly authorized and executed by Buyer ("**Buyer's Lease Counterpart**"). If Buyer does not deliver a Buyer's Lease Counterpart on the Closing Date, Seller may elect to either (i) terminate this Contract, or (ii) extend the Closing Date for up to ninety (90) days; provided, however, that at any time during such ninety (90) day period at which Buyer has not yet received a copy of the Buyer's Lease Counterpart, Buyer may elect to terminate this contract.
- h. Buyer will receive at closing the basic title policy plus endorsements removing the survey exception and the exception for rights of parties in possession.

13. Default and Remedies.

13.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer's sole remedy shall be to terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer.

13.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may, as its sole and exclusive remedy,

terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

13.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above as liquidated damages are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

14. Miscellaneous Provisions.

14.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Shall Be Governed By The Laws Of The State Of Texas.** Provided, however, the Texas conflicts of law rules shall not be used to cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

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

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

14.04. *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.**

14.05. *Modification.*

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

14.05.02. 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.

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

14.07. *Notices.* Any notice, demands or other communications provided for or permitted hereunder must be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile with confirmed receipt, or by mail as a registered or certified item, return receipt requested, at the respective address set forth in the preamble hereof. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means shall be effective when received by the party to whom the same is addressed. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

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

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

14.10. *Mediation.* As a condition precedent to bringing any action to enforce or interpret this agreement or any aspect thereof, including an action for declaratory relief, the disputants must first submit in good faith to mediation by a mediator qualified under § 154.052, Texas Civil Practice and Remedies Code. Suit may be filed only after the sooner to occur of (i) a full day of mediation by a mediator qualified as provided above or (ii) certification by the mediator that further attempts to mediate would be fruitless. Laches, waiver, and estoppel based upon any reasonable delay relating to attempts to mediate as herein provided may not be asserted by either party hereto.

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

14.12. *Assignment.* Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise, and any other assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

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

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

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

14.16. *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.**

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

14.18. *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.

15. Prohibited Interest in Contracts.

15.01. 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.

15.02. Seller warrants and certifies as follows:

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

15.03. Seller acknowledges that City’s reliance on the above warranties and certifications is reasonable.

16. Public Information.

Seller acknowledges that this instrument and all documents ancillary to it are 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.

City of San Antonio,
a Texas municipal corporation

The San Antonio Children's Museum,
a Texas nonprofit corporation

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

City Attorney

Title Company Acceptance of Escrow and Receipt for Contract

Seller: The San Antonio Children's Museum

Address: 305 Houston Street, San Antonio, Texas 78205

Buyer: City of San Antonio

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

Property:

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.

Presidio Title Company

By: _____

Printed

Name: _____

Title: _____

Date: _____

Title Company Receipt for Earnest Money

Seller: The San Antonio Children's Museum

Address: 305 Houston Street, San Antonio, Texas 78205

Buyer: City of San Antonio

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

Property:

Title Company acknowledges receipt from Buyer of earnest money in the amount set forth below:

Amount: _____

Presidio Title Company

By: _____

Printed

Name: _____

Title: _____

Date: _____

Exhibit A: Tract A Description

0.568 OF AN ACRE OF LAND CONSISTING OF A PORTION OF LOT 18, NEW CITY BLOCK 3869, LOT 9, NEW CITY BLOCK 1055, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 4500, PAGE 216, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS; LOTS 20 AND 21, BLOCK 15, NEW CITY BLOCK 3869, BRACKENRIDGE PLACE SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 7300, PAGE 15, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS. SAID 0.568 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A $\frac{1}{2}$ " IRON ROD FOUND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF HUMPHREY AVE. MARKING THE MOST EASTERLY CORNER OF SAID LOT 18;

THENCE SOUTH 32° 25' 04" W 4.92 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 18 TO A $\frac{1}{2}$ " IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID LOT 20;

THENCE SOUTH 58° 01' 26" EAST 49.98 FEET ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF HUMPHREY AVE. TO A MAG NAIL FOUND MARKING THE MOST NORTHERLY CORNER OF SAID LOT 21;

THENCE SOUTH 58° 01' 26" EAST 49.74 FEET ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF HUMPHREY AVE. TO A $\frac{1}{2}$ " IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF SAID LOT 21;

THENCE SOUTH 32° 49' 07" WEST 125.22 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 21 TO A $\frac{1}{2}$ " IRON ROD FOUND ON THE NORTHEAST LINE OF SAID LOT 9 MARKING THE MOST SOUTHERLY CORNER OF SAID LOT 21;

THENCE SOUTH 57° 24' 49" EAST 18.57 FEET ALONG THE NORTHEAST LINE OF SAID LOT 9 TO A $\frac{1}{2}$ " IRON ROD SET WITH CAP MARKED "RPLS 5578" MARKING THE MOST EASTERLY CORNER OF SAID LOT 9;

THENCE SOUTH 58° 50' 40" WEST 95.19 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 9 TO A $\frac{1}{2}$ " IRON ROD SET WITH CAP MARKED "RPLS 5578";

THENCE SOUTH 89° 33' 40" WEST 73.07 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 9 TO A MAG NAIL SET WITH WASHER MARKED "RPLS 5578";

THENCE NORTH 07° 55' 04" WEST 39.01 FEET TO A POINT;

THENCE NORTH 32° 49' 09" EAST 224.47 FEET TO A $\frac{1}{2}$ " IRON ROD SET WITH CAP MARKED "RPLS 5578" ON THE SOUTHWEST RIGHT-OF-WAY LINE OF HUMPHREY AVE. MARKING THE MOST NORTHERLY CORNER OF THIS TRACT;

THENCE SOUTH 57° 51' 50" EAST 10.00 FEET ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF HUMPHREY AVE. TO THE POINT OF BEGINNING AND CONTAINING 0.568 OF AN ACRE OF LAND.

Exhibit B: Tract B Description

1.207 ACRES OF LAND CONSISTING OF PORTIONS OF LOTS 25, 26, 27 AND 28, BLOCK 12, NEW CITY BLOCK 1066, AN ADDITION TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 72, PAGE 506, DEED RECORDS, BEXAR COUNTY, TEXAS; A PORTION OF "ALAMO DITCH" AS SHOWN ON SAID PLAT RECORDED IN VOLUME 72, PAGE 506, DEED RECORDS, BEXAR COUNTY, TEXAS; LOTS 6, 7, 8, 9 AND 10, BLOCK 13, NEW CITY BLOCK 3867, BRACKENRIDGE PLACE SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 105, PAGE 248, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS; AND LOT 11, BLOCK 13, NEW CITY BLOCK 3867, BRACKENRIDGE PLACE SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 7100, PAGE 203, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS; SAID 1.207 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A $\frac{1}{2}$ " IRON ROD FOUND MARKING THE INTERSECTION BETWEEN THE NORTHEAST RIGHT-OF-WAY LINE OF HUMPHREY AVE. AND THE SOUTHEAST RIGHT-OF-WAY LINE OF MARGARET AVE. AND MARKING THE MOST WESTERLY CORNER OF SAID LOT 10;

THENCE NORTH 47° 35' 46" E 166.17 FEET ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF MARGARET AVE. TO A $\frac{1}{2}$ " IRON ROD FOUND;

THENCE SOUTH 56° 18' 36" EAST 5.44 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID LOT 11;

THENCE NORTH 47° 43' 51" E 149.30 FEET ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF MARGARET AVE. TO A $\frac{1}{2}$ " IRON ROD FOUND;

THENCE 19.50 FEET ALONG A CURVE TO THE RIGHT HAVING THE FOLLOWING PARAMETERS: RADIUS = 15.00 FEET, CHORD BEARING = NORTH 84° 58' 37" EAST, AND A CHORD LENGTH = 18.16 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF E MULBERRY AVE.;

THENCE SOUTH 57° 42' 09" EAST 46.59 FEET ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF E MULBERRY AVE. TO A $\frac{1}{2}$ " IRON ROD SET WITH CAP MARKED "RPLS 5578" MARKING THE MOST EASTERLY CORNER OF SAID LOT 11;

THENCE SOUTH 33° 17' 51" WEST 154.97 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 11 TO A $\frac{1}{2}$ " IRON ROD SET WITH CAP MARKED "RPLS 5578" MARKING THE MOST SOUTHERLY CORNER OF SAID LOT 11;

THENCE SOUTH 58° 17' 08" EAST 137.04 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF SAID LOT 6;

THENCE SOUTH 46° 13' 31" WEST 10.58 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO A $\frac{1}{2}$ " IRON ROD FOUND;

THENCE SOUTH 00° 24' 34" EAST 113.67 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 25 TO A $\frac{1}{2}$ " IRON ROD SET WITH CAP MARKED "RPLS 5578" ON THE NORTHEAST RIGHT-OF-WAY LINE OF HUMPHREY AVE.;

THENCE NORTH 89° 58' 09" WEST 11.32 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF HUMPHREY AVE. TO A LEAD PLUG FOUND IN CONCRETE;

THENCE 12.63 FEET ALONG A CURVE TO THE RIGHT HAVING THE FOLLOWING PARAMETERS: RADIUS = 23.00 FEET, CHORD BEARING = NORTH 16° 45' 26" WEST, AND A CHORD LENGTH = 12.28 FEET TO A ½" IRON ROD SET WITH CAP MARKED "RPLS 5578";

THENCE 127.91 FEET ALONG A CURVE TO THE LEFT HAVING THE FOLLOWING PARAMETERS: RADIUS = 50.00 FEET, CHORD BEARING = NORTH 74° 33' 32" WEST, AND A CHORD LENGTH = 95.78 FEET TO A ½" IRON ROD SET WITH CAP MARKED "RPLS 5578";

THENCE SOUTH 32° 09' 09" WEST 29.24 FEET TO A ½" IRON ROD SET WITH CAP MARKED "RPLS 5578" ON THE NORTHEAST RIGHT-OF-WAY LINE OF HUMPHREY AVE.;

THENCE NORTH 57° 50' 51" WEST 232.81 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF HUMPHREY AVE. TO THE POINT OF BEGINNING AND CONTAINING 1.207 ACRES OF LAND.

Exhibit C: Representations

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 non-profit 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, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *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.
5. *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.
6. *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. *Prepaid Rent.* As of closing, Seller has received no prepaid rent except as reflected on the closing statement as a credit to Buyer.

9. *Wells.* To the best of Seller's knowledge, there are no water or other wells on the property, capped or uncapped, registered or unregistered.

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

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

B. "As Is, Where Is"

This contract is an arms-length agreement between the parties. The purchase price was bargained on the basis of an "as is, where is" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except for the warranty of title stated in the closing documents and Seller's representations to Buyer set forth in Section A of this Exhibit B. The property will be conveyed to Buyer in an "as is, where is" condition, with all faults. All warranties are disclaimed.

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

C. Environmental Matters

After Closing, as between Buyer and Seller, the risk of liability or expense for environmental problems, even if arising from events before closing, will be the sole responsibility of Buyer, regardless of whether the environmental problems were known or unknown at Closing. Once Closing has occurred,

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

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.* Seller is a home rule municipality under the laws of the state of Texas with authority to acquire the Property from Buyer under this contract. 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 Buyer.

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

Exhibit D: Notices

Seller must deliver the following notice to Buyer before the end of the Inspection Period, if applicable:

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code as well as proof that storage tanks are currently in compliance with Texas Commission on Environmental Quality requirements

Exhibit E: 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.

**SPECIAL WARRANTY DEED
(AND ASSIGNMENT OF CLAIMS)**

**Ordinance Authorizing
Acceptance:**

Grantor: The San Antonio Children's Museum, a Texas non-profit corporation

**Grantor's Mailing
Address:** 305 Houston Street, San Antonio, Texas 78205

Grantee: City of San Antonio

**Grantee's Mailing
Address:** P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvement
Management Services)

Consideration: \$10 in hand paid, the benefit to the public to arise from the City's use of the Property, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: [USE DESCRIPTION FROM CONTRACT]

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys the Property to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging;

This conveyance is made and accepted subject to those certain matters set forth on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Permitted Exceptions**").

Except for the special warranty of title contained herein (the "**Express Warranty**"), GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN; PAST, PRESENT

OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, GEOLOGY AND THE SUITABILITY THEREOF, AND OF THE PROPERTY, FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (II) THE MANNER OF CONSTRUCTION AND CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED THEREON; (III) THE NATURE AND EXTENT OF ANY EASEMENT, RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (IV) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. EXCEPT FOR THE EXPRESS WARRANTY, GRANTOR HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY WITH THE PROPERTY BEING IN ITS PRESENT AS IS CONDITION WITH ALL FAULTS.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND EXCEPT FOR THE EXPRESS WARRANTY, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE) THOROUGHLY INSPECTED AND EXAMINED

THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY); AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY ATTRIBUTABLE TO THE PERIOD FROM AND AFTER THE DATE HEREOF. GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED UNDER THE EXPRESS WARRANTY. ANY REPAIRS PAID FOR BY GRANTOR PURSUANT TO THE CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY GRANTOR, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS.

To Have And To Hold the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Land unto Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

Ad valorem taxes and special assessments, if any, against the Property for the year 2012 have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed.

When the context requires, singular nouns and pronouns include the plural and plural ones include the singular.

Assignment of Claims

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

[SIGNATURE ON NEXT PAGE]

Effective as of the ____ day of _____, 201__.

The San Antonio Children's Museum,
a Texas non-profit corporation

Name:
Title:

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me by _____, acting as _____ of The San Antonio Children's Museum, a Texas non-profit corporation, on behalf of said non-profit corporation.

Date: _____

Notary Public, State of Texas

My commission expires: _____

Approved as to Form:

City Attorney

After recording, please return to:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvements Management Services)

Exhibit F: Form of Lease and Transfer

[INSERT]