

AN ORDINANCE 7 551 8

AUTHORIZING THE CITY MANAGER OR THE ASSISTANT CITY MANAGER TO EXECUTE A CONTRACT OF PURCHASE AND SALE BY AND BETWEEN THE RESOLUTION TRUST CORPORATION AS RECEIVER FOR FIRST STATE SAVINGS ASSOCIATION AS SELLER AND THE CITY OF SAN ANTONIO AS PURCHASER FOR PURCHASE OF A 15.002 ACRE TRACT OUT OF 25.100 ACRES OUT OF NCB 7657 IN SAN ANTONIO, BEXAR COUNTY, TEXAS, AUTHORIZING PAYMENT OF \$130,000 FOR SAID PROPERTY FROM FUND 52-002, SEWER AND IMPROVEMENT AND CONTINGENCY FUND, AND AUTHORIZING THE CITY MANAGER TO CONVEY SAID PROPERTY TO THE NATIONAL PARK SERVICE FOR EXPANSION AND IMPROVEMENT OF THE SAN ANTONIO MISSIONS NATIONAL HISTORICAL PARK.

* * * * *

WHEREAS, Resolution 74-58-68, passed and approved on November 27, 1974, urgently requested the local Congressional Delegation to introduce and sponsor legislation in the 94th United States Congress to create the San Antonio Missions National Historical Park; and

WHEREAS, that Resolution pledged the City of San Antonio's full cooperation in support of a National Historical Park encompassing the four historical Spanish Missions and related historical resources; and

WHEREAS, the formal proposal submitted at that time to the congressional delegation stated that the City of San Antonio would continue to actively pursue acquisition of properties important to the proposed National Historical Park; and

WHEREAS, Public Law 95-629, passed by the United States Congress on November 10, 1978, authorized creation of the San Antonio Missions National Historical Park; and

WHEREAS, Public Law 101-628, passed by the United States Congress and signed by the President on November 28, 1990, authorized expansion of the National Historical Park boundary in the vicinity of San Jose Mission to facilitate the construction of a Visitor Information Center by the National Park Service; and

WHEREAS, the City now proposes to purchase up to fifteen acres of land out of NCB 7657, Bexar County, Texas, from the Resolution Trust Corporation as receiver or conservator of First State Savings Association, said purchase being for the purpose of facilitating aforesaid construction by the National Park Service; and

WHEREAS, Ordinance No. 73732, dated May 30, 1991, authorized negotiation with the Resolution Trust Corporation for City's purchase of a 15.002 acre tract out of 25.100 acres of NCB 7657, said property to be used to expand the San Antonio Missions National Historical Park; and

WHEREAS, Ordinance No. 75313, dated February 20, 1992, assured the National Park Service of the City's intent to acquire aforesaid property to accommodate planned improvements to the San Antonio Missions National Historical Park; and

WHEREAS, funds have been appropriated by Ordinance No. 73732 in an amount of \$130,000 out of Fund 52-002, Sewer Improvement and Contingency Fund, for the purpose of acquiring aforesaid property; and

WHEREAS, the City Attorney has negotiated a Contract of Purchase and Sale acceptable to the City of San Antonio, **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 from the Resolution Trust Corporation (RTC) of the 15.002 acres of real property specifically described in Appendix 1 under the terms and conditions set out in the Contract for Purchase and Sale attached hereto as Appendix 2, is hereby approved.

SECTION 2. The City Manager or Assistant City Manager is hereby authorized and directed to execute and enter into triplicate originals of the Contract of Purchase and Sale Attached hereto as Appendix 2, and to execute any other ancillary documents required to complete the purchase of the said 15.002 acres.

SECTION 3. The Director of Finance is hereby authorized and directed to disburse the total sum of One Hundred Thirty Thousand and NO/100 Dollars (\$130,000.000), said sum having been previously appropriated by Ordinance No. 73732 dated May 30, 1991, out of Fund No.52-002 (Project No. 52-002-459, Index No. 458125), by issuing a check in said amount payable to Chicago Title Insurance Company, 14607 San Pedro, Suite 175, San Antonio, Texas, 78232, as Escrow Agent for the closing on the purchase of said 15.002 acres of real property.

SECTION 4. The title to said 15.002 acres of land, once received, is hereby accepted by the City of San Antonio for the purpose of conveying said property to the National Park Service for expansion and improvement of the San Antonio Missions National Historical Park.

SECTION 5. The City Manager or Assistant City Manager is hereby authorized and directed to execute an appropriate instrument conveying title to said 15.002 acres of land from the City of San Antonio to the National Park Service; however, said instrument of conveyance shall be executed at a date and time subsequent to the date and time at which the City of San Antonio receives title to said 15.002 acres pursuant to the terms and conditions of Appendix 2, and said conveyance shall express that the National Park Service shall use the said 15.002 acres for the purpose of expanding and improving the San Antonio Missions National Historical Park.

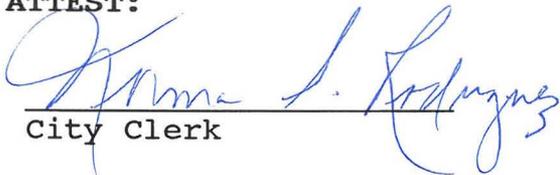
SECTION 6. The Director of Finance is hereby authorized and directed to delete the said 15.002 acres of land from the City of San Antonio's list of fixed assets after the conveyance of land to the National Park Service described in Section 5 has been finalized.

SECTION 7. The City Manager and City Staff are authorized to take all further actions necessary to complete the conveyances and transactions described in and authorized by Sections 1 thru 6 above.

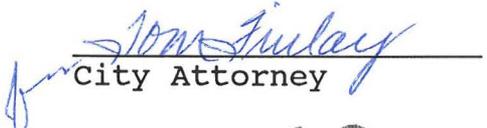
PASSED AND APPROVED this 26th day of March, 1992.


M A Y O R

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

92-13

ARTS & CULTURAL AFFAIRS
AVIATION
BUILDING INSPECTIONS
BUILDING INSPECTIONS HOUSE NUMBER
CITY ATTORNEY
MUNICIPAL COURT (HOLLIS YOUNG)
REAL ESTATE (FASSNIDGE)
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
FINANCE DIRECTOR
ASSESSOR
CONTROLLER
GRANTS
RISK MANAGEMENT
TREASURY
FIRE DEPARTMENT
HOUSING TRUST
INFORMATION RESOURCES
INTERNATIONAL RELATIONS
LIBRARY
MANAGEMENT SERVICES (BUDGET)
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
PUBLIC WORKS
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE (BILL TOUDOUZE)
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING & GENERAL SERVICES
WASTEWATER MANAGEMENT

ITEM NO. 38

MEETING OF THE CITY COUNCIL DATE: MAR 26 1992

MOTION BY: Labatt SECONDED BY: Perez

75518

ORD. NO. _____ ZONING CASE _____

RESOL. _____ PETITION _____

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

92-13

FILE "S.A. MISSIONS NAT'L HISTORICAL ARCH" *ARX*

HABERER & ASSOCIATES

LAND BOUNDARY & TOPOGRAPHIC SURVEY

6011 RITTIMAN PLAZA

PHONE (512) 820-3123

SAN ANTONIO, TX 78218

FIELD NOTES FOR

A 15.002 ACRE TRACT OF LAND OUT OF A 25.100 ACRE TRACT OF LAND OUT OF NCB 7657, SAN ANTONIO, BEXAR COUNTY, TEXAS. SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING: At a found railroad spike with punch mark for the northwest corner of this tract, at the intersection of the south right-of-way line of Napier Ave. (40.00 R.O.W.) and the northeast right-of-way line of Mission Road. Said corner is also the northwest corner of Lot 1, Mission Garden Tracts Subdivision as recorded in Volume 368 Page 241 of the Deed & Plat Records of Bexar County Texas;
- THENCE: S 61° 30' 00" E 1062.30 feet along the south right-of-way line of Napier Ave. to a found iron pin for a corner;
- THENCE: S 28° 30' 00" W 180.00 feet along the common line of Lot 9 and 10, Mission Garden Tracts Subdivision to a found iron pin for a corner;
- THENCE: S 70° 07' 23" E 120.06 feet to a found iron pin for a corner;
- THENCE: N 28° 30' 00" E 162.00 feet along the common line of Lots 10 & 11 to a found iron pin on the south right-of-way line of Napier Ave. for a corner;
- THENCE: S 61° 30' 00" E 201.99 feet along the south right-of-way line of Napier Ave. to a set iron pin for the northeast corner of this tract;
- THENCE: S 28° 30' 00" W 609.91 feet to a set iron pin for the southeast corner of this tract;
- THENCE: N 68° 48' 42" W 489.08 feet to a set iron pin for the southwest corner of this tract on the northeast right-of-way line of Mission Road;
- THENCE: Along the northeast right-of-way line of Mission Road the following bearings and distances:

N 37° 01' 40" W 509.31 feet to a found iron
pin for an angle point and the southwest
corner of Mission Garden Tracts Subdivision.

N 14° 47' 00" W 633.50 feet to the POINT OF
BEGINNING.

NOTE:

These field notes were prepared from an actual
survey made on the ground by Haberer and
Associates.

Michael Haberer

MICHAEL HABERER, RPLS #2501

October 9, 1991
Job Number: 91-139
MH/tj

CONTRACT COVER SHEET

(Quick Reference Information)

Contract # _____

Asset #:

Property: 15.002 acre tract out of 25.100 acre out of NCB 7657

Property Location: San Antonio, Bexar County, Texas

Association:

(a) Conservatorship #:

Managing Agent:

(b) Receivership #:

Liquidator-In-Charge:

(c) SAMDA Contractor: Coastal Realty Partners
8 Greenway Plaza, Suite 1400
Houston, Texas 77046
Attn: Jack Skagerberg

(i)

**CONTRACT OF PURCHASE AND SALE
(UNIMPROVED COMMERCIAL PROPERTY - NO SELLER FINANCING)**

Defined Terms

Effective Date: See Paragraph 18

Seller: See Paragraph 20

Purchaser: The City of San Antonio

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

 (Telephone) (512) 299-8482

 (Contact) Ronald R. Darner, Director,
Department of Parks and Recreation

Property: See Exhibit A.

Purchase Price: ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS
(\$130,000.00)

Earnest Money: TEN DOLLARS AND OTHER GOOD AND VALUABLE
CONSIDERATION (\$10.00)

Option Fee: N/A Dollars
(N/A) to be non-refundable except for Seller's
inability to deliver title

Inspection Period: A period of N/A (N/A) days commencing on the
Effective Date (as defined in Paragraph 18) and
expiring at 5:00 p.m. Dallas, Texas time on the
N/A (N/A) day thereafter. The Inspection Period
shall be inclusive of the Effective Date.

Closing Date: See Paragraph 6

Title Company: Chicago Title Insurance Company
(Address) 14607 San Pedro, Suite 175
San Antonio, Texas 78232

 (Telephone) (512)490-1451

 (Contact) Dale Lewis

 (Escrow Officer) Dale Lewis

Broker(s):

 (a) Principal Broker:
 (Name) 4M Realty Company

 (Address) 8207 Callaghan Road, Suite 425

San Antonio, Texas 78230

(Telephone) (512) 342-4242

(Contact) Michael Weiss

Exhibits:
Exhibit A - Land Description
Exhibit B - Documents to be Delivered by Seller
Exhibit C - Special Warranty Deed
Exhibit D - Purchaser's Affidavit
Exhibit E - Non-Foreign Affidavit

THIS CONTRACT OF PURCHASE AND SALE (this "Contract") is made and entered into by Seller and Purchaser, to be effective as of the Effective Date, as follows:

1. **Sale and Purchase.** For the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth, Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller, the following:

That certain tract or parcel of land described in Exhibit A attached hereto, together with all rights, titles and interests appurtenant thereto ("Property").

2. **Earnest Money.** Ten Dollars and other good and valuable consideration, including, but not limited to, the mutual promises contained herein.

3. **Purchase Price.** The Purchase Price shall be payable all in cash or current funds at the Closing (hereinafter defined).

4. **Documents to be Delivered by Seller.** Seller shall deliver to Purchaser the documents and other items specified in Exhibit B attached hereto, in accordance with the terms of said Exhibit B.

5. **Closing.** The sale and purchase of the Property provided for in this Contract shall be consummated at a closing (the "Closing") to be held at the office of the Title Company on or before the first business day (i.e. any week day other than a Saturday, Sunday or a state or federal holiday) immediately following the expiration of thirty (30) days after the Effective Date as defined in Paragraph 17.

a. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

(1) A Special Warranty Deed substantially in the form attached hereto as Exhibit C duly executed by Seller subject to the Permitted Exceptions (hereinafter defined);

(2) An Owner's title insurance policy, issued on Texas Form T-1 by the Title Company, at Seller's expense, insuring good and indefeasible fee simple title to the Property in Purchaser in a face amount equal to the Purchase Price, and containing no exceptions other than (i) the standard printed exceptions, (ii) the lien of current taxes not yet due and payable, and subsequent assessments for prior years due to change in land usage or ownership, (iii) the exceptions listed in Schedule B to the Title Commitment, and (iv) other exceptions, if any, which Purchaser may approve (collectively, the "Permitted Exceptions"). The exception for restrictive covenants shall be endorsed "None of Record" or "None or Record except (those disclosed in the Title Commitment)." Purchaser, at Purchaser's sole expense, may cause the Title Company to modify the survey exception to read "shortages in area" only, or Purchaser may cause the Title Company to issue any other endorsements to its Owner's Policy of Title Insurance, except that Seller shall incur no expense except for the basic premium for the Owner's Policy of Title Insurance;

(3) A Non-Foreign Affidavit in the form set forth on Exhibit "E" attached hereto.

b. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following funds and documents:

(1) Cash or current funds in the amount of the Purchase Price, due credit being given for the Earnest Money, if any, together with such additional funds as may be necessary to cover Purchaser's share of the closing costs and prorations hereunder;

(2) The Special Warranty Deed referenced in Paragraph 5.a.(1) executed by Purchaser and acknowledged where indicated;

(3) An Affidavit in the form of Exhibit "D" attached hereto; and

c. Purchaser shall pay at Closing all costs, fees (to include reasonable attorney's fees) and other expenses incurred by Seller with respect to the sale of the Property, as set forth

herein; provided, however, that Seller shall pay at Closing the cost of providing Purchaser with the Title Policy and the Survey.

d. Upon completion of the Closing, Purchaser shall have the full and unrestricted right to possession of the Property, free and clear of all tenancies of every kind and parties in possession, except for the Permitted Exceptions, with the Property in the same condition as of the date hereof, normal wear and tear excepted.

6. Prorations. The following prorations shall be made effective as of the Closing Date, shall be final as of the Closing, and shall not be adjusted after the Closing:

Ad valorem taxes and personal property taxes shall be prorated between Seller and Purchaser for the year in which the Closing is held based on the tax statements for such year; provided, however, that if such tax statements are not available as of the Closing Date, the tax proration between Seller and Purchaser shall be based on the actual tax rate for the prior year applied to the most recent valuation of the Property.

7. Covenants of Seller. Seller covenants and agrees with Purchaser as follows:

At the Closing, Seller shall deliver to Purchaser an affidavit in compliance with Section 1445 of the Code and applicable regulations, in the form set forth as Exhibit E attached hereto stating that Seller is not a "foreign person" as that term is defined in said Section 1445.

8. Representations, Warranties and Covenants of Purchaser.

a. There are no material legal or administrative proceeding pending or, to the best of Purchaser's knowledge, threatened against or affecting Purchaser.

b. Purchaser is the City of San Antonio, a municipality pursuant to the laws of the State of Texas. Immediately following the purchase of the property, the City of San Antonio intends to convey the property to the National Park Service, a division of the federal government.

c. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Purchaser, Purchaser shall perform, execute and deliver or cause to be performed, executed and delivered at the Closing or after the Closing, at such time and from time to time as Seller may reasonably request, any and all further acts, deeds and assurances as Seller or the Title Company may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.

9. **Default and Remedies.**

a. **Purchaser's Default.**

(1) If Purchaser refuses or fails to consummate the purchase of the Property pursuant to this Contract for any reason other than termination hereof pursuant to a right granted to Purchaser hereunder to do so, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Contract by giving Purchaser and the Title Company written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder and Seller shall be entitled to receive, as liquidated damages (Seller and Purchaser hereby acknowledging that the amount of damages resulting from breach of this Contract by Purchaser would be difficult or impossible to accurately ascertain), the Earnest Money, together with all interest earned thereon and the Title Company shall immediately deliver to Seller the Earnest Money and all interest accrued thereon. Notwithstanding the foregoing, in the event of any other default by Purchaser under this Agreement, including, without limitation, breach of any covenant, representation, which survives the Closing, Seller shall have any and all rights and remedies available at law or in equity by reason of such default.

(2) If Purchaser terminates this Contract pursuant to a right granted to Purchaser hereunder to do so, then neither party hereto shall have any further rights, duties or obligation hereunder, and the Earnest Money together with all interest earned thereon shall be returned to Purchaser.

b. **Seller's Default.**

(1) If Seller wrongfully fails to close the transaction contemplated by this Contract, or otherwise wrongfully fails to perform any of its obligations or agreements hereunder, either prior to or at Closing, Purchaser may (subject to the giving of notice and the expiration of the opportunity to cure period, as provided below) terminate this Contract, at which time the Earnest Money together with all interest earned thereon shall be returned to Purchaser and Seller shall pay to Purchaser an amount equal to the lesser of (a) Purchaser's necessary and reasonable out-of-pocket expenses incurred in connection with this transaction prior to such default or (b) ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), as Purchaser's sole and exclusive remedy. In no event shall Seller be liable to Purchaser for any other actual, punitive, speculative or

consequential damages, or damages for loss of opportunity or lost profit, nor shall Purchaser be entitled to enforce specific performance of this Contract.

(2) As a condition precedent to the effective exercise of Purchaser's option to terminate this Contract pursuant to the provisions of Paragraph 9.b.(1) above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Contract, which notice shall (a) state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach, etc. and (b) contain a statement of Purchaser's intent to terminate this Contract if the breach, default, or non-performance is not cured. Seller shall have a period of ten (10) days after receipt of such notice in which time to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby prevent termination of this Contract.

10. Brokerage Commission. It is understood and agreed that the only brokers that have been involved in the negotiation and consummation of this Contract are those brokers, if any, identified as "Broker(s)" in the Defined Terms section of this Contract. Seller shall pay to the Broker a commission equal to the amount specified as "Brokerage Commission" in the Defined Terms section of this Contract. Notwithstanding anything to the contrary contained herein, the commission is due and payable only in the event of the Closing of the acquisition under this Contract. No commission shall be due and owing if this Contract is terminated, rescinded or otherwise does not close for any reason. Purchaser hereby acknowledges that at the time of the execution of this Agreement, the Broker(s) advised Purchaser by this writing that Purchaser should have an abstract covering the Property which is the subject of this Agreement examined by an attorney of Purchaser's own selection, or that Purchaser should be furnished with or obtain an Owner's Policy of Title Insurance.

11. Nonwaiver. Unless otherwise expressly provided herein, no waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Contract shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Seller or Purchaser either hereunder or by law shall be cumulative and not alternative, and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law, unless expressly provided to the contrary herein.

12. Disclaimer; Waiver of Claims.

a. SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT SELLER EITHER ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR DEED IN LIEU OF FORECLOSURE OR ADMINISTERS OR HAS ACQUIRED THE PROPERTY IN THE CAPACITY INDICATED IN PARAGRAPH 20, AND CONSEQUENTLY SELLER HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONTRACT, SELLER 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, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. PURCHASER ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND PURCHASER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND SELLER (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

SELLER AND PURCHASER ACKNOWLEDGE THAT THE PROPERTY WAS PREVIOUSLY USED AS A QUARRY AND THAT THE METHOD USED TO REFILL THE PROPERTY MAY HAVE BEEN SUBSTANDARD.

b. Purchaser agrees that Seller shall not be responsible or liable to Purchaser for any construction defect, errors, omissions, or on account of any other conditions affecting the Property, as Purchaser is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Purchaser or anyone claiming, by through or under Purchaser, hereby fully releases Seller, its employees, officers, directors, representatives and agents from any and all claims that it may now have or hereafter acquire against Seller, its employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action

arising from or related to any construction defects, errors, omissions, or other conditions affecting the Property. Purchaser further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Seller shall be a covenant running with the Property and shall be binding upon Purchaser. Seller hereby assigns without recourse or representation of any nature to Purchaser, effective upon Closing, any and all claims that Seller may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this Contract, Purchaser agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the Property, Purchaser shall look solely to Seller's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Seller of its claims, Purchaser releases Seller of all rights, express or implied, Purchaser may have against Seller arising out of or resulting from any errors, omissions or defects in the Property. Purchaser further understands that some of Seller's predecessors in interest may be or become insolvent, bankrupt, judgement proof or otherwise incapable of responding in damages, and Purchaser may have no remedy against such predecessors, contractors or consultants. This waiver and release of claims shall survive the Closing.

c. TO THE EXTENT APPLICABLE AND PERMITTED BY LAW (AND WITHOUT ADMITTING SUCH APPLICABILITY), PURCHASER HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED).

13. Condemnation.

a. In the event that all or any "substantial portion" of the Property shall be taken in condemnation or by conveyance in lieu thereof or under the right of eminent domain after the Effective Date and before the Closing Date, Purchaser may, at its option, either (1) terminate this Contract by written notice thereof to Seller within ten (10) days after Seller notifies Purchaser of the condemnation and receive an immediate refund of the Earnest Money or (2) proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver to Purchaser at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding or conveyance in lieu thereof or assign to Purchaser Seller's rights to such proceeds, and there shall be no reduction in the Purchase Price. In the event Purchaser fails to timely deliver written notice of termination as described in clause (1) above, Purchaser shall be deemed to have elected to proceed in accordance with clause (2) above. If the taking does not involve a "substantial portion" of the Property, as herein defined, then Purchaser shall be obligated to close the transaction

contemplated herein according to the terms hereof, notwithstanding such taking, and Seller shall deliver to Purchaser at Closing any and all awards or consideration attributable to such taking, and there shall be no reduction in the Purchase Price.

b. For the purposes of Paragraph 14.a., a "substantial portion" of the Property shall be deemed to include any taking which is equal to or greater than 40% of the value of the Property as established by the Purchase Price, and shall not include any taking of less than such amount. Notwithstanding anything to the contrary contained in the foregoing provisions of paragraph 14.a., in the event the proceeds payable with respect to the Property as a result of condemnation exceed the Purchase Price for the Property, Seller shall have the right to terminate this Contract by delivering written notice of such election to Purchaser within thirty (30) days after Seller becomes aware of the proceeds payable with respect to the condemnation or casualty, whichever is applicable.

c. Subject to the foregoing provisions a. and b. of this Paragraph 14, risk of loss until Closing shall otherwise be borne by Seller.

14. Miscellaneous Provisions.

a. THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE AND AGREE THAT, WITH REGARD TO THE SUBJECT MATTER OF THIS CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREIN (1) THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO; AND (2) THIS CONTRACT, INCLUDING THE DEFINED TERMS AND ALL EXHIBITS AND ADDENDUMS, IF ANY, ATTACHED HERETO, (A) EMBODIES THE FINAL AND COMPLETE AGREEMENT BETWEEN THE PARTIES; (B) SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, OFFERS, PROPOSALS, AGREEMENTS, COMMITMENTS, PROMISES, ACTS, CONDUCT, COURSE OF DEALING, REPRESENTATIONS, STATEMENTS, ASSURANCES AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND (C) MAY NOT BE VARIED OR CONTRADICTED BY EVIDENCE OF ANY SUCH PRIOR OR CONTEMPORANEOUS MATTER OR BY EVIDENCE OF ANY SUBSEQUENT ORAL AGREEMENT OF THE PARTIES HERETO.

b. This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, Purchaser may not assign this Contract without the express prior written consent of Seller, which consent may be withheld absolutely, in Seller's sole discretion, or otherwise granted, totally upon such terms and conditions as Seller shall elect to impose, in Seller's sole discretion, regardless of basis or reason, if any, therefor. Purchaser agrees to furnish Seller such information with respect to a proposed assignee and the proposed terms of the assignment as Seller shall request. In the event Seller consents to an assignment, Purchaser shall not be relieved from any liability under this Contract by virtue of any such

assignment. Any assignment of this contract in violation of the foregoing provisions shall be null and void.

c. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Purchaser, Purchaser shall perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing, any and all further acts, deeds and assurances as Seller or the Title Company may reasonably require to consummate the transaction contemplated hereunder.

d. This Contract shall be construed under and in accordance with the laws of the United States and to the extent such laws would apply the laws of a particular state, the laws of the state in which the Property is situated. In any proceeding related to the transaction contemplated by this Contract, the venue for such proceeding shall be Bexar County, Texas.

e. The parties acknowledge that each party and its counsel have reviewed and revised this Contract, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any Addendums or Exhibits hereto.

f. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

g. Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received three (3) days after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to Purchaser at Purchaser's address set forth in the Defined Terms section of this Contract, and to Seller at the address set forth in the Defined Terms section of this Contract. Any party hereto may, at any time, by giving written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

h. This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

i. The headings used throughout this instrument have been used for convenience only and do not constitute matter to be considered in interpreting this Contract.

j. In no event shall this Contract or any memorandum hereof be recorded in the real property records of the place in which the Property is situated, and any such recordation or attempted recordation shall constitute a breach of this Contract by the party responsible for such recordation or attempted recordation; provided, however, in addition to any reporting requirements imposed by any applicable state or federal law or regulation, whether presently existing, or hereafter enacted or amended, Seller shall have, and hereby expressly reserves, the absolute and unconditional right to disclose, report or otherwise communicate, at any time, and from time to time after closing, any or all of the financial, business or legal terms or conditions of the transaction contemplated by this Contract to any person, entity, agency, department, etc., whether public or private, for such purposes or reasons as Seller shall deem necessary, proper, advisable or convenient, including, without limitation, the right to disclose the terms of sale to any appraiser, broker or other person under contract with Seller in connection with the sale, lease, or other disposition of other real estate or personal property, wherever located.

k. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Contract, or to recover damages for breach of this Contract, the non-prevailing party in any action pursued in a court of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages, and expenses, including attorney's fees, expended or incurred in connection therewith.

l. Time is of the essence in the performance of each party's obligations hereunder.

m. Except where (a) otherwise authorized, permitted or required by the express terms of this Contract and except where (b) notice to, consent or approval of, or joinder by any party has been expressly waived by the provisions hereof, no amendment, modification, deletion, release, termination or extension of; alteration, variance or change in; or supplement to the provisions of, the Contract shall be valid or effective or otherwise binding on the parties hereto, unless, and until, such amendment, etc. shall have been reduced to writing and executed by the parties hereto with the same formality as this Contract.

15. Conditioned Upon Approval. Notwithstanding any provision to the contrary herein, this Contract, and Seller's obligations hereunder, are expressly subject to and conditioned upon the acceptance and approval hereof by any agency, department, board, committee, or person whose approval is required by applicable law, rule, regulation, policy or

delegation of authority, as may be, from time to time, enacted, promulgated, issued or executed (the "Review Authority"). Unless Seller notifies Purchaser, in writing, in the manner provided for notices in this Contract within fifteen (15) days from the Effective Date hereof that the Review Authority has approved this Contract, then this Contract shall be null and void and the Earnest Money together with all interest thereon shall be returned to Purchaser, and neither Purchaser nor Seller shall have any further rights or liabilities hereunder.

16. Repudiation or Termination of Contract Under FIRREA. Notwithstanding any provision in this Contract to the contrary, including, without limitation, the approval of this Contract by the Review Authority as provided herein, if (1) this Contract has been executed by the Association described in Paragraph 20 or by Resolution Trust Corporation ("RTC") in its capacity as Conservator of said Association and (2) RTC is subsequently appointed Receiver for the Association prior to Closing, then, in such an event, RTC, in its capacity as Receiver of such Association, may elect to disaffirm or repudiate this Contract if RTC, in its discretion, determines (i) that this Contract is burdensome and (ii) that repudiation will promote the orderly administration of the Association's affairs. Accordingly, this Contract is expressly subject to the rights, powers, privileges, discretions and authorities which may hereafter be exercisable by Seller, as Receiver for the Association, pursuant to The Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"), Public Law 101-73, effective August 9, 1989, as amended.

17. Effective Date. The "Effective Date" of this Contract shall be the date on which this Contract is last executed or, where applicable, last initialled by Purchaser or Seller.

18. Statutory Disclosures Regarding the Property (mark if applicable).

(a) Utility District. The Property is or may be located in a utility district of the type described in Section 50.301 of the Texas Water Code; therefore, at or prior to the Closing, Seller and Purchaser shall sign and acknowledge the written disclosure in the form which is attached as an Addendum to this Contract.

(b) Coastal Property. The Property is located in a county that borders the Gulf of Mexico; therefore, the written disclosure required by this Section is attached as an Addendum to this Contract.

19. Identity of Seller. Purchaser hereby acknowledges that if RTC is not acting herein in its corporate capacity, it is either the Conservator or the Receiver for FIRST STATE SAVINGS ASSOCIATION ("Association"). If RTC is the Conservator of the Association, this Contract may be executed by a representative authorized by RTC, or FDIC as manager of RTC, as

Conservator of the Association, and if so executed, Purchaser may rely on the authority of said representative to execute this Contract for the Association.

The identity of Seller shall be indicated by marking the appropriate box below:

Association:
(Address): _____
(Telephone) _____
(Contact): _____

RTC, as conservator of Association, and not in its corporate capacity
(Address): _____
(Telephone) _____
(Contact): _____

RTC, as receiver for Association, and not in its corporate capacity
(Address): c/o Coastal Realty Partners
8 Greenway Plaza, Suite 1400
Houston, Texas 77046
(Telephone) (713) 623-0200
(Contact): Jack Skagerberg

RTC, in its corporate capacity
(Address): _____
(Telephone) _____
(Contact): _____

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

SELLER:

**RESOLUTION TRUST CORPORATION,
AS RECEIVER FOR FIRST STATE
SAVINGS ASSOCIATION**

By: _____
Name: _____
Title: _____

Date: _____

Tax I.D. No.: _____

PURCHASER:

THE CITY OF SAN ANTONIO

By: _____
Name: _____
Title: _____

Date: _____

Tax I.D. No.: _____

SIGNED by legal counsel for Purchaser, strictly for the purpose of satisfying the requirements of Texas Business and Commerce Code 17.42(a)(3).

Purchaser's counsel

ACCEPTANCE BY TITLE COMPANY

The Title Company hereby acknowledges receipt of a fully executed copy of the foregoing Contract of Purchase and Sale and disburse any funds received thereunder in accordance with the provisions of the Contract of Purchase and Sale.

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT BY BROKER

The undersigned Broker has executed this Contract for the purpose of evidencing its agreement to the terms and provisions of Paragraph 10 and the disclosure set forth in said Paragraph 10.

PRINCIPAL BROKER:

4M REALTY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

COOPERATING BROKER: N/A

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
LAND DESCRIPTION

SEE ATTACHED EXHIBIT "A-1"

EXHIBIT "B"
DOCUMENTS TO BE DELIVERED BY SELLER

1. **Title Commitment; Survey.** Seller, at Seller's cost and expense, as soon as reasonably practicable and in no event later fifteen (15) days after the Effective Date, shall furnish Purchaser with (a) a current Commitment for Title Insurance (the "Title Commitment"), covering the Real Property, issued by the Title Company, together with legible copies of all instruments and documents referred to in the Title Commitment as exceptions to title to the Real Property; and (b) a current on-the-ground boundary plat survey of the Real Property (the "Survey") prepared by a registered professional surveyor. The Survey shall (i) locate all existing easements, alleys, streets, roads, rights-of-way and 100-year flood plains; (ii) show all existing improvements and monuments; and (iii) set forth a metes and bounds description of the Property. Notwithstanding anything to the contrary contained in this Contract, in the event that the transaction contemplated by this Contract does not close for any reason, Purchaser shall be responsible for the payment of the cost of the Survey. The legal description of the Land contained in the Survey, once approved by Seller, if different from the description contained in Exhibit A attached to this Contract, shall be substituted for the description of the Land contained in said Exhibit A, and this Contract shall be deemed amended by the substitution of the legal description of the Land contained in the Survey as a new Exhibit A hereto, without the necessity of the parties executing any additional written amendments to this Contract.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor and Grantee to be effective as of the _____ day of _____, 19____.

GRANTOR:

RESOLUTION TRUST CORPORATION,
AS RECEIVER FOR FIRST STATE
SAVINGS ASSOCIATION

BY: _____
Print or
Type Name: _____
Title: _____

GRANTEE'S ADDRESS:

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

GRANTEE:

THE CITY OF SAN ANTONIO

BY: _____
Print or
Type Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 19____, by _____ of RESOLUTION TRUST CORPORATION, AS RECEIVER FOR FIRST STATE SAVINGS ASSOCIATION, and in the capacity therein stated as Receiver for said FIRST STATE SAVINGS ASSOCIATION.

Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 19____, by _____ of THE CITY OF SAN ANTONIO, and in the capacity therein stated.

Notary Public in and for
the State of Texas

EXHIBIT "D"
AFFIDAVIT

STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared _____ of THE CITY OF SAN ANTONIO, being above the age of eighteen years and otherwise fully competent to make this Affidavit, and who, after being by me duly sworn, on oath deposed and stated the following to be true and correct:

That Public Law 95-629, passed by the United States Congress on November 10, 1978, authorized creation of the San Antonio Missions National Historical Park; and

That Public Law 101-628, passed by the United States Congress and signed by the President on November 28, 1990, authorized expansion of the National Historical Park boundary in the vicinity of San Jose Mission to facilitate the construction of a Visitor Information Center by the National Park Service; and

That, the City of San Antonio now proposes to purchase up to fifteen acres of land out of NCB 7657, Bexar County, Texas, from the Resolution Trust Corporation as Receiver for First State Savings Association, its agents or successors, said purchase being for the purpose of facilitating aforesaid construction by the National Park Service; and

That certain Contract of Sale (the "Contract") entered into with Resolution Trust Corporation, as Receiver for First State Savings Association, as Seller, covering the property described on Exhibit "A" attached hereto will be conveyed by the City of San Antonio to the National Park Service to accomplish the aforesaid purposes.

Under penalties of perjury, I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Purchaser and other persons referenced herein.

EXECUTED as of the _____ day of _____, 199__.

THE CITY OF SAN ANTONIO

BY: _____
Print or
Type Name: _____
Its: _____

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____,
199__.

Notary Public, State of Texas

EXHIBIT "E"
NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Resource Savings Association (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto);
2. The Transferor's U.S. employer identification number is _____; and
3. The Transferor's office address is 300 N. Ervay, 23rd Floor, NCNB Tower I, Dallas, Texas 75201.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

RESOLUTION TRUST CORPORATION,
AS RECEIVER FOR FIRST STATE
SAVINGS ASSOCIATION

BY: _____
Print or
Type Name: _____
Its: _____

SUBSCRIBED AND SWORN TO ME BY _____ before me, the undersigned authority, on this ____ day of _____, 19____, to certify which witness my hand and seal of office.

Notary Public, State of Texas