RR
12/17/15
Item No. 4A

AN ORDINANCE 2015-12-17-1049

AUTHORIZING A $9 MILLION CONTRIBUTION TO BE USED IN CONJUNCTION WITH $9 MILLION IN FUNDS FROM BEXAR COUNTY ("COUNTY") FOR THE PURCHASE OF TOYOTA FIELD THROUGH AN EARNEST MONEY CONTRACT BETWEEN A CITY/COUNTY PUBLIC FACILITY CORPORATION (PFC) AND SPORTS AND OUTDOOR RECREATION (SOAR) PARK IN A CUMULATIVE AMOUNT OF $18 MILLION; APPROVING THE NEGOTIATION AND EXECUTION OF ANCILLARY DOCUMENTS NECESSARY TO PURCHASE TOYOTA FIELD.

* * * * * *

WHEREAS, the San Antonio community has sought to attract a Major League Soccer ("MLS") franchise to the City; and

WHEREAS, recent discussions among the City, County, Spurs Sports & Entertainment ("SS&E") and representatives of SOAR have resulted in a concerted effort to develop a strategy that will lead to the establishment of a MLS franchise in San Antonio; and

WHEREAS, the strategy includes the purchase of Toyota Field by a City created PFC from SOAR with contributions in the amount of $9 million each from the City and County and an additional $3 million contributed by SS&E for associated soccer rights and a long-term lease of Toyota Field from the PFC; and

WHEREAS, through its lease agreement with the PFC, SS&E, through its affiliate SA FC Management LLC, will operate a minor league soccer team while pursuing a MLS franchise; N**OW THEREFORE:**

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

SECTION 1. The City Council does hereby approve the contribution of $9 million to be used towards the purchase of Toyota Field, in conjunction with contributions of $9 million from Bexar County and $3 million from SS&E or its affiliate. Such purchase shall occur through an Earnest Money Contract negotiated and executed by the PFC and SOAR.

SECTION 2. The City Manager or her designee, upon the concurrence of the City Attorney, is authorized to negotiate and execute documents necessary to effectuate the purpose and intent of this Ordinance which may include ancillary documents to the Earnest Money Contract between the PFC and SOAR.

SECTION 3. The amount of $9,000,000.00 is appropriated for this Ordinance in Fund 29006004, Cost Center 0742000001, General Ledger 5201040 and the Fiscal Year 2016 budget is amended to reflect this change.

SECTION 4. Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

SECTION 5. 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 Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall become effective immediately upon its passage by eight (8) votes and ten days after its passage by less than eight (8) affirmative votes.

PASSED AND APPROVED this 17th day of December, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**4A (in consent vote: 4A, 4B, 4C, 4D, 4E)**
Date:	12/17/2015
Time:	10:31:43 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a $9 million contribution by the City to be used in conjunction with $9 million in funds from Bexar County for the purchase of Toyota Field through an Earnest Money Contract between the Public Facility Corporation and Sports and Outdoor Recreation in a cumulative amount of $18 million; approving the negotiation and execution of ancillary documents necessary to purchase Toyota Field.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

DRAFT

EARNEST MONEY CONTRACT

By and Between

SPORTS, OUTDOOR AND RECREATION (SOAR) PARK,
a Texas non-profit corporation
("Seller")

and

SA BC Soccer Public Facility Corporation

("Purchaser")

Dated as of: December ___, 2015

Sale and purchase of certain real property, improvements and other assets located in the City of San Antonio, Bexar County, Texas relating to the professional soccer stadium known as Toyota Field

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EARNEST MONEY CONTRACT

THIS EARNEST MONEY CONTRACT ("**Contract**") is entered into by and between Sports, Outdoor And Recreation (Soar) Park, a Texas non-profit corporation (hereinafter referred to as "**Seller**"), and [SA BC Soccer Public Facility Corporation, a Texas nonprofit corporation created by the City of San Antonio, Texas, pursuant to the provisions of Chapter 303 of the Texas Local Government Code, as amended (hereinafter referred to as "**Purchaser**") upon the terms and conditions set forth herein.

1. Agreement to Sell and Convey. Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser hereby agrees to purchase, accept, and assume from Seller, subject to the terms and conditions hereinafter set forth, all of the following:

a. Land. The tracts of land described on **Exhibit "A-1"** (the "**Stadium Land**") and **Exhibit "A-2"** (the "**Parking Land**") which are attached hereto and incorporated herein by reference (collectively referred to herein as the **"Land"**).

b. Improvements. All improvements located on the Land (the **"Improvements")** including but not limited to the improvements comprising Toyota Field.

c. Rights and Appurtenances. All rights and appurtenances pertaining to the Land, including any right, title, and interest of Seller in and to any (i) strips or gores between the Land and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land, (iii) all oil, gas, hydrocarbons and minerals in, on, under or that may be produced from the Land and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land, as well as all other rights, privileges and appurtenances owned by Seller and in any way related to the Land and other rights and interests of Seller hereunder conveyed (collectively, the "**Rights and Appurtenances**").

d. Personal Property. All tangible personal property, fixtures, equipment, machinery, point of sale equipment, lawn mowers, furniture, and concession equipment of any kind owned by Seller and located on or attached to, or used in connection with the Land and Improvements (the "**Personal Property**"), including, but not limited to, the Personal Property set forth on **Schedule 1-1** (the "Scheduled Personal Property"); provided however, that the

Personal Property shall not include the personal property set forth on **Schedule 1-2** and equipment owned by third-party concession companies set forth on **Schedule 1-3** (the **"Excluded Assets"**).

e. Intangible Personal Property. All of Seller's right, title and interest in any intangible personal property (if any) related to the Real Property, including: (i) all plans and specifications and all other engineering drawings for the Land and Improvements owned by Seller (only to the extent assignable by Seller), if any; (ii) all surveys, engineering reports and other technical information relating to the Land and Improvements (only to the extent assignable by Seller), if any; and (iii) all governmental permits, approvals, licenses, or similar documents, if any (only to the extent assignable (collectively the "**Intangible Personal Property**").

f. Contract Rights. All of Seller's right, title and interest in the contracts, leases, licenses, or other similar agreements described on **Exhibit "G"** (collectively, the "**Contracts**"). Seller shall assign all rights and obligations relating to the Contracts, and Purchaser shall assume such rights and obligations pursuant to the terms and conditions of the Assignment and Assumption Agreement (as defined in Section 9(c)). The "**Sponsor Contracts**" described on **Exhibit "F"** are expressly excluded from the definition of Contracts.

The Land, Improvements and Rights and Appurtenances are, collectively, referred to herein as the "**Real Property**" and the Real Property, Personal Property, Intangible Personal Property, and Contracts are, collectively, referred to herein as the "**Property**".

2. Purchase Price. The total consideration (the "**Purchase Price**") to be paid for the Property shall be Eighteen Million and No/100 Dollars ($18,000,000.00). The Purchase Price shall be paid to Seller at the Closing and shall be paid in the form of either (i) cash or (ii) the transfer of immediately available cash funds to the Title Company.

3. Earnest Money.

a. For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser agrees that within five (5) days following the Effective Date of this Contract, Purchaser will deliver to Presidio Title Company, 7373 Broadway, Suite 105, San Antonio, TX 78209 (hereinafter, the "**Title Company**"), an earnest money deposit (the "**Earnest Money**") in the amount of Ten Thousand and No/100 Dollars ($10,000.00). In the event that Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller shall have the right at any time prior to delivery of the Earnest Money to the Title Company to terminate this Contract by delivering written notice in accordance with Section 22 hereof.

b. The Earnest Money shall be applied to the Purchase Price at Closing or otherwise held and disbursed in accordance with the terms and provisions hereof.

c. At Purchaser's request, the Title Company shall immediately deposit the Earnest Money in an interest bearing account and maintain such account until the Earnest Money is disbursed in accordance herewith, with all interest earned thereon to constitute a part of the Earnest Money for purposes of this Contract.

d. Seller hereby acknowledges the receipt of the sum of $100.00 from Purchaser as independent consideration for this Contract, which sum shall be non-refundable to Purchaser, but shall be applied against the Purchase Price at Closing.

4. Title Commitment. Prior to the Effective Date, the Title Company has provided to Purchaser a commitment for title insurance (the "**Title Commitment**") setting forth the status of title of the Land and showing all liens, claims, encumbrances, conditions, restrictions, easements, rights of way, encroachments and all other matters of record in Bexar County, Texas affecting the Land, accompanied by a copy of all documents referred to in the Title Commitment which will affect the Land at the Closing. The Title Commitment is attached to the Contract as **Exhibit "K"**. The matters reflected in the Title Commitment have been approved or waived by Purchaser and shall constitute "**Permitted Exceptions**." Notwithstanding the foregoing, Seller shall in all events be obligated to cause to be cured or released on or before Closing, (i) all liens filed against the Property created by Seller or that can be discharged with the payment of money at Closing, and (ii) any exceptions to title created by the affirmative act or conscious omission of Seller after the Effective Date of this Contract without Purchaser's consent (collectively, the "**Mandatory Cure Items**").

5. Closing Date. The consummation of the transaction contemplated by this Contract (the "**Closing**") shall take place in the offices of the Title Company on or before _____, 2015; provided, however, that such date shall be automatically extended for such time as necessary under applicable law to for approvals required by the City of San Antonio and Bexar County to become effective, and not subject to appeal or rescission (the "**Closing Date**").

6. Representations, Warranties and Covenants

a. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser:

i. Ownership of Property. Seller is the owner of the record title to the Real Property, free and clear of all liens and encumbrances, except the Permitted Exceptions. The Land does not include Lot 2, Block 12, New City Block 14945, Longhorn Quarry, Unit 2 according to plat thereof

recorded in Volume 9596, Pages 169-174 of the Deed and Plat Records of Bexar County ("**Permitted Use Area**"). The Permitted Use Area is north of the Land, owned by the City of San Antonio and depicted on **Exhibit "B"**. The Permitted Use Area was formally part of a public road before it was realigned. Seller does not have a formal lease or license agreement with the City of San Antonio regarding the use of Permitted Use Area, and at, and as a condition to, Closing shall quitclaim and release any right, title, and interest in the Permitted Use Area to the City of San Antonio, Texas.

ii. Outstanding Leases. There are no outstanding leases on the Real Property.

iii. Bankruptcy. Seller has neither filed nor been the subject of any filing or petition under the Federal Bankruptcy Law or any insolvency laws, any laws for composition of indebtedness or for the reorganization of debtors.

iv. Seller's Authority. Seller has the authority to enter into this Contract and is duly authorized to perform all obligations of Seller hereunder, including the consummation of the transaction described herein.

v. Conflicts. There is no agreement to which Seller is a party, or to the best of Seller's knowledge is binding on Seller, whose provisions will be breached by consummation of the transaction contemplated by this Contract.

vi. Compliance with Laws. Seller has not received any written notice of any, and to the best of Seller's knowledge there are no, claimed violations of any applicable zoning regulation or ordinance, or other law, order, ordinance, rule, regulation or requirement, or of any covenant, condition, restriction, instrument or agreement affecting or relating to the use, occupancy or condition of the Real Property (including without limitation, applicable health and fire codes and requirements, the Americans with Disabilities Act, regulations of boards of fire underwriters having jurisdiction and insurance carriers of all insurance on the Real Property).

vii. Litigation. Seller has not received any written notice of any pending or threatened litigation, and to the best of Seller's knowledge, none exists; provided, however, that Purchaser is advised that Seller is in default of one or more of the Sponsor Contracts.

viii. Condemnation. To the best of Seller's knowledge, there is no pending or threatened condemnation or other governmental proceeding which may affect all or any part of the Real Property.

ix. Environmental Conditions. To the Seller's knowledge, the Land including the land, surface water, ground water, and any improvements is free of Contamination (herein defined) from (A) any "hazardous waste," any "hazardous substance," and any "oil, petroleum products, and their by-products," as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Land, as the same may be amended from time to time, and including any regulations promulgated thereunder, and (B) any substance the presence of which on the Land is regulated or prohibited by any law (collectively, "Hazardous Substances"). "**Contamination**" means the presence of Hazardous Substances at the Land or arising from the land that may require remediation, removal and/or cleanup under any applicable law. Seller has delivered to Purchaser complete and accurate copies of all environmental reports, tests or audits in Seller's possession or under its control regarding any portion of the Land, which reports are set forth on **Schedule 6** (the "**Environmental Reports**"). Seller has no knowledge of any other environmental reports, tests or audits regarding any portion of the Land existing elsewhere, other than the Environmental Reports.

x. Debts and Liens. There are no unpaid charges, debts, liabilities, claims or other obligations arising out of Seller's construction, use, operation, occupancy, or ownership of the Real Property which could give rise to any claims of materialman's lien or other statutory liens.

xi. Intellectual Property. To Seller's knowledge, **Exhibit "J"** lists any and all trademarks associated with the Real Property and other material items of Intangible Property related to the Property in which Seller has an interest and the nature of such interest. To Seller's knowledge, Seller has not received any notice to the effect (or is otherwise aware) that the trademark or any use thereof by Seller conflicts with or infringes (or allegedly conflicts with or infringes) the rights of any Person.

b. Covenants of Seller. Seller hereby covenants to and agrees with Purchaser as follows:

i. Liens and Encumbrances. From and after the date of this Contract, Seller shall not create any lien or encumbrance against the Property which will not be released at the Closing.

ii. Insurance. Seller shall maintain liability/fire/casualty insurance through the Closing Date, and shall promptly notify Purchaser of any casualty event occurring during the pendency of this Contract.

iii. Cooperation. Seller shall promptly respond to, and cooperate

with, all reasonable requests for information concerning the Property from representatives of Purchaser.

c. Limitation of Seller's Representations and Warranties. The representations and warranties of Seller in this Contract are the sole representations and warranties of Seller with respect to the transaction contemplated by this Contract. Seller makes no representation or warranty other than those set forth herein and, except for the warranties and representations set forth herein, the sale of the Property is made on an "as-is, where-is" basis, without warranty. All references herein to the "best knowledge of Seller" or words of similar meaning shall mean the actual knowledge of Gordon V. Hartman, President of Seller and not any other persons.

7. Survival of Warranties. Seller's representations and warranties in paragraph 6(a) shall survive the Closing for a period of two (2) years.

8. Conditions to Closing.

a. Seller Conditions. It shall be a condition to Seller's obligations under Section 9 that the conditions set forth in Schedule 8-1 are satisfied or waived by Seller.

b. Purchaser Conditions. It shall be a condition to Purchaser's obligations under Section 10 that the conditions set forth in Schedule 8-2 are satisfied or waived by Purchaser.

9. Seller's Obligations at the Closing. At the Closing, Seller shall do the following:

a. Deed. Execute, acknowledge and deliver to Purchaser a Special Warranty Deed (the "**Deed**") in substantially the form attached hereto as **Exhibit "C"**, conveying good and indefeasible title to the Real Property to Purchaser subject only to the Permitted Exceptions;

b. Bill of Sale. Execute and deliver to Purchaser two (2) counterparts of the Bill of Sale assigning and conveying to Purchaser all Personal Property and Intangible Property covered by this Contract, in substantially the form attached hereto as **Exhibit "D"**;

c. Assignment and Assumption Agreement. Execute and deliver to Purchaser two (2) counterparts of the Assignment and Assumption Agreement assigning the Contracts, in substantially the form attached hereto as **Exhibit "E"**;

d. Title Policy. Cause to be furnished and delivered to Purchaser as soon after the Closing as possible, at the sole cost and expense of Seller, an Owner's Policy of Title Insurance in the form promulgated by the Texas Insurance Commission in the amount of the total Purchase Price issued by the Title Company to Purchaser insuring good and indefeasible title to the Land and Improvements subject to no exceptions other than (i) the Permitted Exceptions, and (ii) the standard printed exceptions generally included in such a title insurance policy;

e. Non-Foreign Affidavit. Deliver to Purchaser an affidavit meeting the requirements of Section 1445 of the Internal Revenue Code, executed and sworn to by Seller, confirming that Seller is not a "Foreign Person" as defined therein;

f. Tax Certificates. Deliver to Purchaser tax certificates or reasonable evidence that all taxes due and payable for the Real Property through the Closing Date have been paid in full;

g. Possession. Deliver to Purchaser possession of the Property, subject only to the rights of parties under the Permitted Exceptions; and

h. Other Documents. Execute and deliver to Title Company such other document and evidence of authority as may be reasonable and customary in connection with the Closing.

10. Purchaser's Obligations at the Closing. At the Closing, Purchaser shall do the following:

a. Cash Portion. Deliver the Cash Portion of the Purchase Price, by cashier's check or wire transfer of immediately available U.S. funds;

b. Bill of Sale. Execute, acknowledge and deliver to Seller two (2) counterparts of the Bill of Sale assigning and conveying to Purchaser all Personal Property and Intangible Property covered by this Contract, in substantially the form attached hereto as **Exhibit "D"**; and

c. Assignment and Assumption Agreement. Execute and deliver to Seller two (2) counterparts of the Assignment and Assumption Agreement assuming the Contracts, in substantially the form attached hereto as **Exhibit "E"**;

d. Other Documents. Execute and deliver to Title Company such other documents and evidence of authority as may be reasonable and customary in connection with the Closing.

11. Closing Costs.

a. Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing:

i. The costs of the preparation of the Deed, Bill of Sale, Assignment and Assumption Agreement and other documents to be delivered by Seller;

ii. One-half (1/2) of the escrow fees of the Title Company, and all of the recording costs of all documents required to release any liens affecting the Property;

iii. The premium attributable to the standard owner's policy portion of the Title Policy; and

iv. All costs associated with title matters that Seller is obligated to cure as a Mandatory Cure Item;

v. Seller's share of the prorations set forth under paragraph 10(c) below.

b. Purchaser's Costs. Purchaser shall pay the following costs and expenses in connection with the Closing;

i. One-half (1/2) of the escrow fees of the Title Company, and the recording costs of the Deed and Purchase Deed of Trust;

ii. The premium attributable to any endorsement which Purchaser requests to the Title Policy;

iii. The premiums payable for the Mortgagee's Policy of Title Insurance for the Deed of Trust, if any; and

iv. Purchaser's share of any prorations set forth under paragraph 10(c) below.

c. Prorations at the Closing. The following items shall be prorated and adjusted to the date of the Closing, except as otherwise specified below:

i. Tax Prorations. Personal property taxes and ad valorem taxes for the year of the Closing shall be prorated to the Closing Date based upon the most current tax statements available. If the Closing shall occur before the tax rate or assessed valuation is fixed for the then current year, the apportionment of taxes shall be based upon the tax rate and/or assessed valuation, as applicable, for the preceding year, with an adjustment made between Seller and Purchaser within thirty (30) days following the date the

current year's taxes are known if the adjustments exceed $500.00, if applicable. The provisions of this paragraph shall survive the Closing.

ii. Security Patrol, Utilities, Trash and Clean-up Services. To the extent not covered in subparagraph (iii) below, all fees and charges for security patrol services, utilities, trash pick-up and removal, and parking lot and common area cleaning services for the Property, shall be adjusted and prorated to the Closing Date. The provisions of this paragraph shall survive the Closing.

iii. Other Expenses. All expenses other than as mentioned above for the operation and maintenance of the Property and all income with respect to the Property shall be prorated between Seller and Purchaser as of the Closing Date, with Seller being charged and credited for all of the same relating to the period up to the Closing Date and Purchaser being charged and credited for all of the same relating to the period on or after the Closing Date. If the actual amounts to be prorated under this subparagraph are not known as of the Closing Date, the proration shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a settlement will be made between Seller and Purchaser. The provisions of this paragraph shall survive the Closing.

12. Feasibility Period.

a. Purchaser's Due Diligence Period. For a period of time commencing on the Effective Date and expiring five (5) days thereafter (the "**Feasibility Period**"), Purchaser shall have the right to physically inspect and review the Property as it deems necessary to determine whether or not the Property is suitable for Purchaser's needs.

i. Purchaser shall exercise (and cause its agents to exercise) due care and ordinary prudence in performing such inspections, examinations, investigations and tests and Purchaser shall not cause or permit any damage or injury to be done to the Real Property and shall, to the extent practicable, restore the Real Property to such condition as existed prior to such inspections, examinations, investigations and tests; without limitation of the foregoing Purchaser shall not (a) remove any quantities of soil or other materials; (b) permanently damage the Real Property or any utility lines thereon or thereto; (c) disturb any work being performed on the Real Property; or (d) undertake any "intrusive" environmental investigations (*i.e.*, investigations involving boring or drilling upon the Real Property, or activities of a similar nature) without Seller's prior written consent, not to

be unreasonably withheld.

ii. Purchaser and its representatives shall take reasonable precautions so that its inspections of the Real Property shall not disrupt Seller's employees located on the Real Property.

iii. Intentionally deleted.

iv. Any entry made on the Real Property by Purchaser or its representatives shall be upon reasonable notice to Seller and at reasonable times and at the sole risk of Purchaser. Purchaser shall coordinate its site visits, inspections and testing in advance with Seller, and shall afford Seller's representatives and agents an opportunity to be present at the time of any inspection, testing or investigation.

b. Seller's Cooperation. Seller shall in good faith cooperate with Purchaser in facilitating Purchaser's investigation of the Real Property. Seller shall provide Purchaser and its agents or consultants with access to the Real Property to inspect each and every part thereof to determine its present condition.

c. Purchaser's Termination Right. The obligations of Purchaser pursuant to this Contract, including without limitation any obligation of Purchaser to purchase the Property, are expressly conditioned and contingent upon Purchaser's satisfaction with and approval of the results of all inspections made by Purchaser pursuant to the provisions of this paragraph. If Purchaser determines, in its sole discretion, during the Feasibility Period that the Property is unsuitable for Purchaser's purposes, Purchaser shall have the right to terminate this Contract by delivery of written notice to Title Company and Seller at their respective addresses set forth herein prior to the expiration of the Feasibility Period, whereupon Purchaser shall be entitled to a refund of the Earnest Money and neither party shall have any further rights or liability hereunder except as provided in paragraph 12(d) below. If Purchaser fails to deliver such written notice to Title Company and Seller prior to the expiration of the Feasibility Period, Purchaser shall be deemed to have determined that the Property is suitable for Purchaser's needs and waived its right to terminate this Contract pursuant to this paragraph 12.

d. No Liens. Purchaser shall pay for all work and inspections performed on or in connection with the Real Property by or on behalf of Purchaser and shall not permit the creation of any lien in favor of any contractor, materialman, mechanic, surveyor, architect or laborer in connection therewith. In addition to the remedies provided in paragraph 16, PURCHASER SHALL BE

RESPONSIBLE FOR ANY LIABILITY FOR ANY CLAIM, COSTS, EXPENSE, INJURY OR DAMAGE ARISING OUT OF OR IN ANY MANNER CONNECTED WITH SUCH ACTIVITIES BY PURCHASER OR PURCHASER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS OR THEIR SUB-AGENTS OR SUB-CONTRACTORS ON THE PROPERTY, including, without limitation, (i) any and all attorneys' fees or court costs incurred by Seller in connection with any such claims or activities and (ii) mechanic's liens or claims that may be filed against the Property by contractors, subcontractors or materialmen performing such work for Purchaser. Purchaser's obligations under this paragraph 12 shall survive the Closing or the termination of this Contract.

13. Condition of Property.

a. Disclaimer. Except for Seller's special warranty of title to be contained in the Deed, the warranty of title in the Bill of Sale (as to Scheduled Property only) and except as stated herein, 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 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 Purchaser 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 AS STATED HEREIN, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, SELLER 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 PURCHASER 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, SELLER 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. PURCHASER AGREES TO ACCEPT THE PROPERTY AT THE CLOSING WITH THE PROPERTY BEING IN ITS PRESENT AS IS CONDITION WITH ALL FAULTS SUBJECT TO SELLER'S SPECIAL WARRANTY OF TITLE AND EXCEPT AS STATED HEREIN.

b. Property Condition. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PURCHASER PRIOR TO THE CLOSING WILL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. PURCHASER ACKNOWLEDGES THAT IT IS FULLY RELYING ON PURCHASER'S (OR PURCHASER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND EXCEPT FOR THE SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAD), OR PRIOR TO THE CLOSING WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER 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 PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. PURCHASER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT SELLER 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 CLOSING DATE. PURCHASER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT PURCHASER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE,

CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY THIS CONTRACT. ANY REPAIRS PAID FOR BY SELLER PURSUANT TO THIS CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY SELLER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS. THE PROVISIONS OF PARAGRAPHS 13(a) AND 13(b) OF THIS CONTRACT SHALL BE INCLUDED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER TO PURCHASER AT THE CLOSING.

14. Operation by Seller. During the period between the date hereof and the Closing Date, Seller shall continue to operate the Property in the usual and customary manner, and shall promptly notify Purchaser of any facts or circumstances which result in Seller's representations and warranties in this Contract becoming materially false or misleading. This Section 14 shall survive Closing for a period of two (2) years.

15. Default by Seller. In the event that Seller should fail to consummate the transactions contemplated herein for any reason, except due to Purchaser's default or the failure of Purchaser to satisfy any of the conditions to Seller's obligations set forth herein, Purchaser may, as its sole and exclusive remedy, terminate this Contract and recover the Earnest Money plus Purchaser's out-of-pocket costs and expenses suffered or incurred in connection with the transaction contemplated by this Contract, not to exceed the sum of $5,000.00 U.S., and Purchaser expressly waives any other remedies to which it might otherwise be entitled. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Purchaser of any condition or of any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

16. Default by Purchaser. In the event Purchaser should fail to perform its obligations herein for any reason, except due to Seller's default or the failure of Seller to satisfy any of the conditions to Purchaser's obligations set forth herein, Seller shall be entitled to terminate this Contract and receive the Earnest Money, such sum being agreed upon as liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Contract and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages. Except with respect to Purchaser's liability for the performance of its obligations or its indemnities pursuant to Paragraphs 12 and 20 of this Contract which shall survive termination of the Contract, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this paragraph, and

Seller agrees to accept and take the Earnest Money as Seller's total damages and relief hereunder in such event. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Purchaser 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 of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

17. Damage or Destruction. In the event of any loss or damage to all or any portion of the Property caused by fire or any other casualty between the date hereof and the Closing, if the reasonably estimated cost of restoration is less than $500,000.00, the parties shall proceed to the Closing and the net proceeds of any insurance collected by Seller prior to the Closing and not applied towards the repair of the Property prior to the Closing, will be paid to Purchaser at the Closing, but all unpaid claims and rights of Seller under such insurance that have not been collected at the time of the Closing shall be, and hereby are, assigned to Purchaser at the Closing, and Purchaser shall receive a credit against the Purchase Price for the amount of any unpaid deductible. In the event of any loss or damage to all or any portion of the Property caused by fire or any other casualty between the date hereof and the Closing, if the reasonable estimated cost of restoration exceeds $500,000.00, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within ten (10) days of Seller's giving notice of the occurrence of such a casualty and the estimated cost of repair of such casualty, in which event this Contract shall be terminated, the Earnest Money shall be refunded to Purchaser and neither party shall have any further obligations hereunder other than Purchaser's indemnities pursuant to paragraphs 12 and 20 hereof. If the Purchaser does not elect to terminate this Contract in the time provided, the net proceeds of any insurance collected by Seller prior to the Closing and not applied towards the repair or replacement of the Property prior to the Closing will be paid to Purchaser at the Closing, but all unpaid claims and rights of Seller under such insurance that have not been collected by the time of the Closing shall be assigned to Purchaser at the Closing, and Purchaser shall receive a credit against the Purchase Price for the amount of any unpaid deductible. Prior to the Closing Date, Seller shall not consent to or agree to payment or settlement or waiver of any such casualty claim without the written consent of Purchaser.

18. Condemnation. In the event of any taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or a substantial part of the Real Property between the date hereof and the Closing, Purchaser shall have the right to either (i) terminate this Contract within ten (10) days of Seller's giving notice of the proposed condemnation, in which event the Earnest Money shall be refunded to Purchaser and neither Purchaser nor Seller shall have any further rights or liabilities hereunder other than Purchaser's

indemnities pursuant to paragraphs 12 and 20 hereof, or (ii) proceed with the Closing in accordance with this Contract, in which event, Seller shall be relieved of its duty to convey title to the portion so taken or condemned, but Purchaser will be entitled to receive all proceeds of any such taking or condemnation; provided Seller will make no adjustment or settlement of such condition without Purchaser's consent and will take at the Closing all action necessary to assign its entire interest in any such award to Purchaser.

19. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Contract, the nonprevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorney's fees, expended or incurred in connection therewith. The foregoing shall not apply to post-Closing actions for breach of warranty.

20. Brokerage Commissions. Each party represents and warrants to the other that no real estate commissions are owed or have been contracted for by such party with respect to this Contract, and each party shall indemnify and hold the other harmless from and against any and all liabilities arising from any claims caused or incurred by it (including, without limitation, the costs of attorneys' fees in connection therewith) as a result of a breach of this warranty.

21. Assignability. Purchaser shall not have the right and authority to assign this Contract without written consent of Seller, which consent shall not be unreasonably withheld, delayed, or conditioned. If Seller consents to the assignment then such approved assignee shall be entitled to all of the rights and powers of Purchaser hereunder conditioned on the following: (i) the assignee shall be bound by all approvals and waivers, actual and deemed, by Purchaser prior to the assignment and (ii) the assignee shall assume in writing all of Purchaser's obligations hereunder. Upon such assignment in accordance with this paragraph, such assignee shall succeed to all of the rights and obligations of Purchaser hereunder and shall, for all purposes hereto, be substituted as and be deemed to be the purchaser hereunder, provided, however, no such assignment shall relieve the Purchaser named herein from any obligation, duty, or liability under this Contract.

22. Notices. Any notice to be given or to be served upon any party hereto in connection with the Contract must be in writing, and may be given by (a) facsimile transmission and shall be deemed to have been given and received on the date sent with confirmation of transmission if sent during the normal business hours of the recipient on a business day and if sent at other times than such transmission shall be deemed received on the next succeeding business day, (b) certified or registered mail and shall be deemed to have been given and received two (2) business days following the date a certified or

registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mails; and (c) if given otherwise, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

If to Purchaser:

Bexar County Judge
Bexar County Commissioners Court
_____
San Antonio, Texas 78205
Facsimile: _____

and

City Manager
City of San Antonio
_____
San Antonio, Texas 78283-3966
Facsimile: _____

With copy to:

Mr. James P. Plummer
Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78248
Facsimile: 210-270-7205

If to Seller:

Sports, Outdoor and Recreation (SOAR) Park
Mr. Gordon V. Hartman
1202 W. Bitters, Bldg. 1, Suite 1200
San Antonio TX 78216
Facsimile: 210-493-7828

With copy to:

Mr. Ronald W. Hagauer
Attorney at Law
1602 N. Loop 1604 W., Suite LL-102
San Antonio TX 78248
Facsimile: 210-479-3232

23. Entire Agreement, Modification. This Contract embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements understandings, representations, and statements, oral or written, are merged into this Contract. Neither this Contract nor any

provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

24. Applicable Law. THIS CONTRACT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND WITHOUT REGARD TO CONFLICTS OF LAW DOCTRINES.

25. WAIVER OF JURY TRIAL; LIMITATION OF DAMAGES.

a. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY SELLER AND PURCHASER. SELLER AND PURCHASER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. SELLER AND PURCHASER FURTHER REPRESENT THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS CONTRACT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

b. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO SEEK OR RECOVER IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY ARISING OUT OF THIS CONTRACT ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES (INCLUDING EXEMPLARY DAMAGES, TREBLE DAMAGES OR ANY OTHER PENALTY OR PUNITIVE TYPE OF DAMAGES), REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER THE LAWS OF TEXAS.

c. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

26. Headings. Descriptive headings are for convenience only and shall not

control or affect the meaning or construction of any provision of this Contract.

27. Binding Effect. This Contact shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, provided that no assignment shall be made by Purchaser except in accordance with the provisions hereof.

28. Counterparts. This Contract may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Contract.

29. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

30. Severability. 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.

31. Time of Essence. Time is of the essence of this Contract.

32. Notice to Purchaser. The Texas Real Estate License Act requires a real estate agent to advise Purchaser that he should have an attorney examine an abstract of title to the Real Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Purchaser.

33. Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or a day on which the City of San Antonio or Bexar County offices are authorized to close, then such date shall be extended to the next following date which is not a Saturday, Sunday or on which the City of San Antonio or Bexar County offices are not authorized to close.

34. Publicity. Seller and Purchaser shall each make good faith efforts to coordinate all publicity relating to the transactions contemplated by this Contract, the issuance of any press release, publicity statement or other public notice relating to this Contract, or the transactions contemplated by this Contract, without obtaining the prior consent of both Seller and Purchaser except to the extent that a particular action is required by applicable Law.

35. Sponsor Contract Litigation. Seller has advised Purchaser that Seller may

become involved in litigation related to one or more of the Sponsor Contracts. Notwithstanding the fact that Purchaser is not assuming any of the Sponsor Contracts, Seller does hereby agree to INDEMNIFY, DEFEND AND HOLD PURCHASER HARMLESS FROM AND AGAINST ANY CLAIM BY ANY THIRD PARTY FOR DAMAGES, LOSSES, CLAIMS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE BREACH, OR ALLEGED BREACH, OF ANY SPONSOR CONTRACT, INCLUDING WITHOUT LIMITATION ALL COSTS, FEES (INCLUDING ATTORNEYS' FEES), AND EXPENSES INCURRED BY PURCHASER IN CONNECTION WITH THE DEFENSE OF ANY SUCH BREACH OR ALLEGED BREACH. This Section 35 shall survive Closing or the earlier termination of this Agreement.

36. Replat Requirements. Reference is hereby made to (a) that certain Special Warranty Deed recorded in Book 15655, Page 1990, pursuant to which Seller conveyed to the City of San Antonio approximately 71.54 acres of land out of Lot 4 and Lot 901, Block 9, NCB 14945, upon which 71.54 acre the STAR Complex is located (the "**STAR Complex**"), and (b) the fact that the land upon which Morgan's Wonderland is located is also included in said Lot 4. In the event that it is determined that the prior conveyance of the STAR Complex to City of San Antonio triggered replat requirements, then Seller shall be responsible for all engineering costs related to the replat of Lot 4; provided, however, that Seller shall have no obligation to pay any fees or costs levied by the City of San Antonio in connection with such replat. This Section 36 shall survive Closing or the earlier termination of this Agreement.

37. Schedules and Exhibits. The following schedules and exhibits are attached to this Contract and incorporated herein for all purposes.

Exhibit A-1: Description Stadium Land
Exhibit A-2: Description of Parking Land
Exhibit A-3: Description and Depiction of STAR Complex
Exhibit B: Permitted Use Area
Exhibit C: Deed
Exhibit D: Bill of Sale
Exhibit E: Assignment and Assumption Agreement
Exhibit F: Sponsor Contracts
Exhibit G: Parking Agreements
Exhibit H: Texas Area Regional Soccer Complex Documents
Exhibit I: Intentionally Deleted
Exhibit J: Intellectual Property
Exhibit K: Title Commitment
Schedule 1-1 Schedule of Personal Property
Schedule 1-2 Schedule of Excluded Assets

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Schedule 1-3 Schedule of Concession Company Assets
Schedule 6 Environmental Reports
Schedule 8-1 Seller Conditions to Closing
Schedule 8-2 Purchaser Conditions to Closing

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates which follow below their respective signatures. Any reference herein to the "**Effective Date**," "**the date of this Contract**" or "**the date hereof**" shall be the date on which the Title Company executes this Contract below, acknowledging receipt of the Earnest Money.

SELLER:

SPORTS, OUTDOOR AND RECREATION PARK, a Texas non-profit corporation

By: _____
Name: _____
Title: _____

PURCHASER:

SA BC SOCCER PUBLIC FACILITY CORPORATION,
A Texas non-profit corporation

By: _____
Name: _____
Title: _____

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ACCEPTANCE BY TITLE COMPANY

Presidio Title Company hereby acknowledges receipt of this Earnest Money Contract executed by Seller and Purchaser.

PRESIDIO TITLE COMPANY

By: _____

Name: _____

Title: _____

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EXHIBIT A-1

DESCRIPTION STADIUM LAND

Lot 1, Block 12, NCB 14945, Longhorn Quarry, Unit 2 according to a plat thereof recorded in Volume 9596, Pages 169-174 of the Deed and Plat Records of Bexar County, Texas.

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EXHIBIT A-2

DESCRIPTION OF PARKING LAND

1.864 acre tract of land in Bexar County, Texas, more particularly described in the Gift Deed recorded in Book 15925, Volume 431, Official Public Records, Bexar County. Texas.

Depiction of Parking Land:

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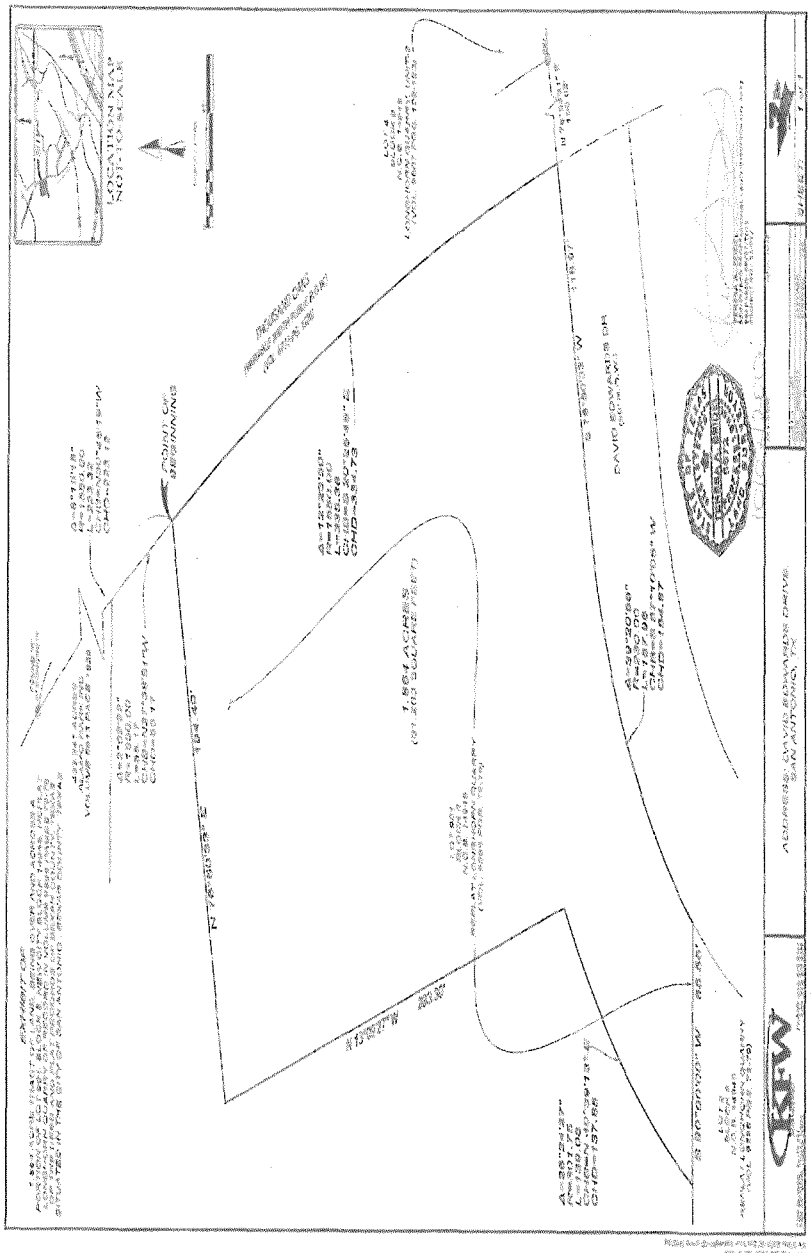

EXHIBIT A-3

DESCRIPTION AND DEPICTION OF STAR COMPLEX

71.54 acre tract of land in Bexar County, Texas more particularly described on Exhibit X, attached hereto and incorporated for all purposes, save and except that (i) 3.103 acre tract of land in Bexar County, Texas more particularly described on Exhibit Y, attached hereto and incorporated for all purposes and (ii) .7944 acre tract of land in Bexar County, Texas

more particularly described on Exhibit Z, attached hereto and incorporated for all purposes.

<u>Depiction of 71.54 acre tract</u>:

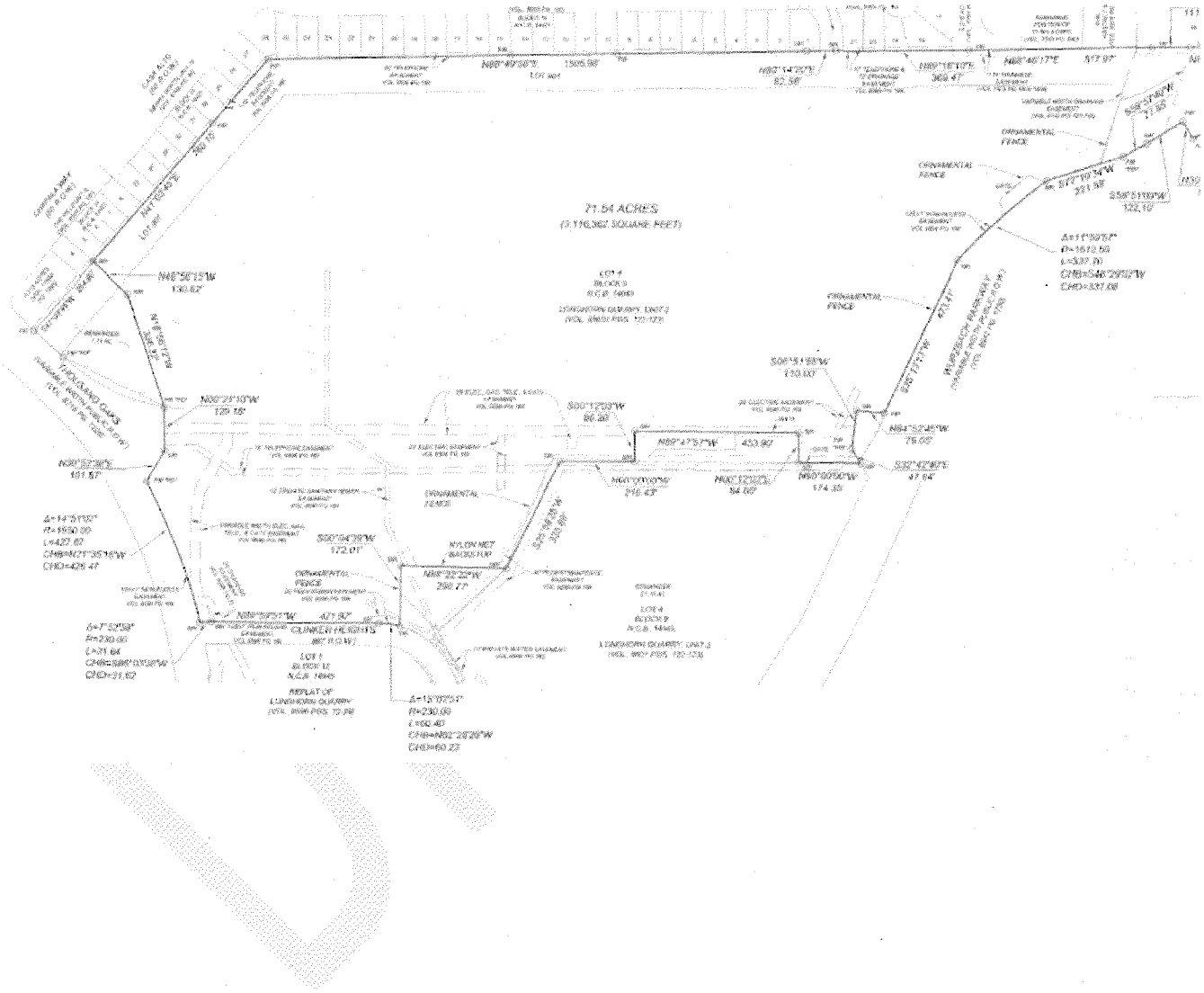

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EXHIBIT B

PERMITTED USE AREA

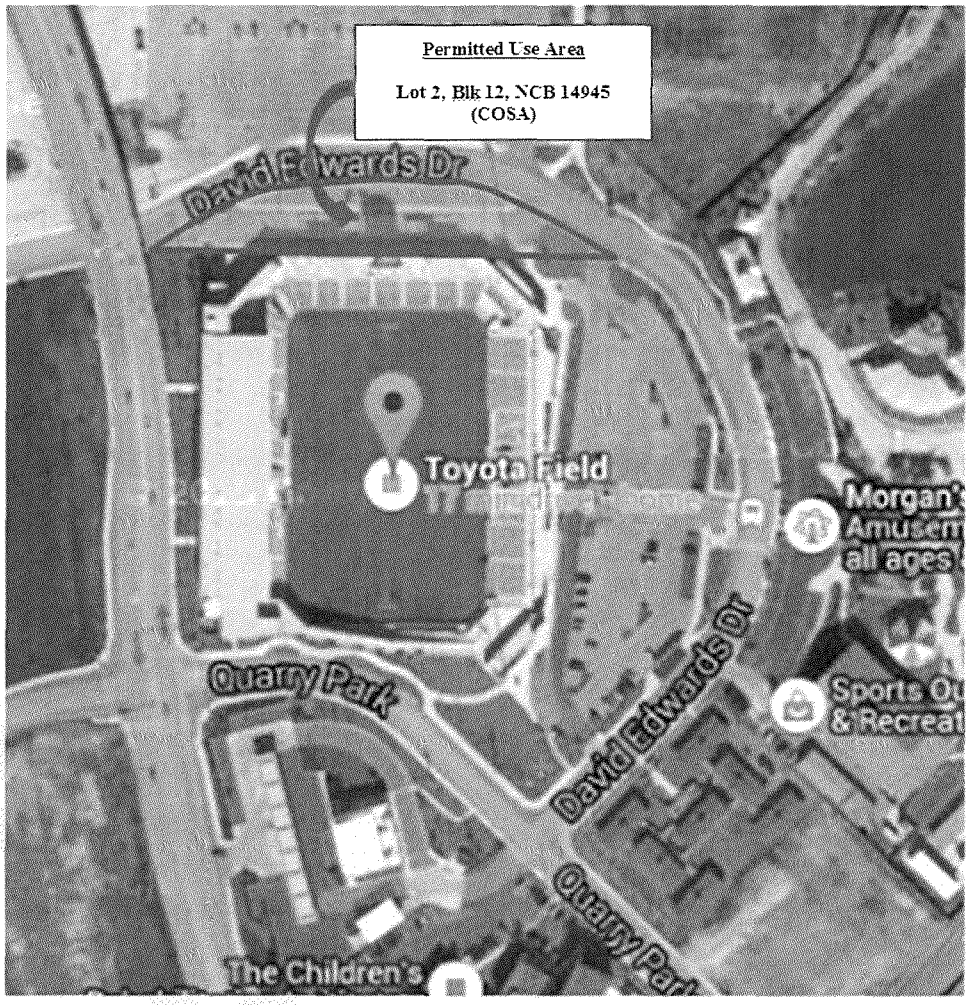

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EXHIBIT C

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

THAT THE UNDERSIGNED, Sports, Outdoor And Recreation (Soar) Park, a Texas non-profit corporation, 1202 W. Bitters, Bldg. 1, Suite 1200, San Antonio, Texas 78216 ("Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantor by SA BC Soccer Public Facility Corporation, a Texas nonprofit corporation created by the City of San Antonio, Texas, pursuant to the provisions of Chapter 303 of the Texas Local Government Code, as amended ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, and subject to the Reservations from and Exceptions to Conveyance and Warranty, has, GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, certain real property in Bexar County, Texas being more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes (the "Land"), all improvements situated on the Land, including but not limited to Toyota Field (collectively, the "Property").

This conveyance is made and accepted subject to those certain matters set forth on Exhibit "B" and Exhibit "C" attached hereto and made a part hereof for all purposes ("Reservations from and Exceptions to Conveyance and Warranty").

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 Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions

to Conveyance and Warranty, when the claim is by, through or under Grantor, but not otherwise.

Except for those certain representations and warranties of Grantor as provided for in paragraph 6(a) of that certain Earnest Money Contract, by and between Grantor and Grantee made with respect to the Property (the "Contract") which survive only for a period of one (1) year from the date hereof and the special warranty of title provided herein, 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 or any government or other body. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN PARAGRAPH 6(a) OF THE CONTRACT AND THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY PROVIDED FOR HEREIN, 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 ACCEPTS 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 REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 6(A) OF THE CONTRACT AND THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, 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 REPRESENTATIVE 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 GRANTEE SHALL 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 OF CLOSING. 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 BY THE CONTRACT. ANY REPAIRS PAID FOR BY GRANTOR PURSUANT TO THE CONTRACT, IF ANY, WERE 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.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee, without warranty or covenant express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties,

(ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, and (iv) all oil, gas, hydrocarbons and minerals in, on, under or that may be produced from the Property.

[signature page to follow]

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EXECUTED to be effective the ___ day of _____, 2015.

GRANTOR:

SPORTS, OUTDOOR AND RECREATION (SOAR) PARK, a Texas non-profit corporation

By: _____
Name: Gordon V. Hartman
Title: President

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by **GORDON V. HARTMAN**, President of SPORTS, OUTDOOR AND RECREATION (SOAR) PARK, a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

After Recording, Please Return To:

_____
_____

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EXHIBIT "A"

TO

SPECIAL WARRANTY DEED

Legal Description

Lot 1, Block 12, NCB 14945, Longhorn Quarry, Unit 2 according to a plat thereof recorded in Volume 9596, Pages 169-174 of the Deed and Plat Records of Bexar County, Texas.

1.864 acre tract of land in Bexar County, Texas, more particularly described in the Gift Deed recorded in Book 15925, Volume 431, Official Public Records, Bexar County Texas

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EXHIBIT "B"

TO

SPECIAL WARRANTY DEED

Permitted Exceptions

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EXHIBIT "C"

TO

SPECIAL WARRANTY DEED

Reservations to Conveyance and Warranty

Grantor hereby reserves for Grantor and Grantor's successors and assigns as fee simple owner of the land adjacent to the Property, and more particularly described on Annex 1 attached hereto and incorporated herein ("Grantor's Adjacent Land"), the non-exclusive, right to use a portion of the Property for parking and pedestrian access to Grantor's Adjacent Land (the "Parking and Access Rights"), subject to the following terms and conditions:

1. Purpose. The sole and exclusive purpose of the Parking and Access Rights is to provide supplemental parking for Grantor and the employees, invitees and patrons of the operator of Morgan's Wonderland, the Academy at Morgan's Wonderland and Morgan's Inspirational Island, for so long as one or more of the foregoing are located on Grantor's Adjacent Land. Grantor (a) represents and warrants that the Parking and Access Rights are not required by Grantor to comply with parking and access requirements applicable to Grantor's Adjacent Land or the operation of Morgan's Wonderland, and (b) acknowledges and agrees that Grantor is not relying on the continuous or perpetual existence of the Parking and Access Rights for any purpose, including without limitation, as such rights being essential to the operations of Morgan's Wonderland or the value of Grantor's Adjacent Land. The Parking and Access Rights granted are appurtenant to and shall run with Grantor's Adjacent Land, subject to the terms and conditions herein.

2. Parking and Access Location. The initial location of the parking and access area (the "Parking and Access Area") shall be the area depicted on Annex 2. Grantor acknowledges and agrees that Annex "2" is attached hereto for information purposes only, and shall be subject at all times to Section 3 of this Exhibit C.

3. Relocation, Reduction, and Termination. Notwithstanding anything herein to the contrary, Grantee shall have the right, in its sole and exclusive discretion, to relocate and reconfigure the Parking and Access Area by providing written notice to Grantor at the address set forth in Section 12. Additionally, to the extent that the use or development of the Property (whether or not contemplated as of the date hereof) results in the reduction or elimination of parking spaces on the Property, then Grantee shall be entitled to proportionally reduce Grantor's Parking and Access Rights. For the avoidance

of doubt, Grantor acknowledges that parking on the Property may be eliminated in the future, in which case Grantee shall be entitled to terminate the Parking and Access Rights.

4. No Maintenance or Covenant of Suitability. Grantee shall have no obligation to maintain the Parking and Access Area, except to the extent that Grantee, or any tenant of Grantee, elects to do so in connection with the operation and use of the Property for its own purposes. Additionally, Grantee shall be under no obligation to maintain any standard of access or accommodate parking for oversized or handicap accessible vehicles except to the extent that Grantee, or Grantee's tenant of the Property, is required to do so in connection with the use and operation of the Property for its own purposes.

5. Subordination of Parking and Access Rights Notwithstanding anything in this Exhibit "C" to the contrary, Grantor acknowledges and agrees that Grantor's Parking and Access Rights reserved hereunder shall be subject and subordinate in all respects to the operations of Grantee or its tenant at the Property, and that the Parking and Access Rights may be abated as often as reasonably determined by Grantee to facilitate the use, development and operation of the Property. By way of illustration only, Grantee shall be entitled to suspend or abate the Parking and Access Rights (a) in preparation for, and facilitation of, events held at Toyota Field (which is located on the Property), whether such events are organized by Grantee or any other tenant with the right to use and operate such facility; and (b) in connection with the development or re-development of the Property, including the potential expansion of Toyota Field and the construction of additional parking facilities and related amenities.

6. No Security. NEITHER GRANTEE, GRANTEE'S EMPLOYEES, CONTRACTORS, AGENTS, GUESTS, INVITEES, OR OTHER PERMITTED LESSEE OR LICENSEE OF GRANTEE (THE "GRANTEE PARTIES") SHALL HAVE ANY OBLIGATION TO PROVIDE SECURITY FOR THE PARKING AND ACCESS AREA OR THE PROTECTION OF GRANTOR'S EMPLOYEES, CONTRACTORS, AGENTS, GUESTS, OR INVITEES (THE "GRANTOR PARTIES"). GRANTOR ACKNOWLEDGES THAT, (a) ANY SECURITY OR SAFETY MEASURES EMPLOYED BY THE GRANTEE PARTIES ARE FOR THE PROTECTION OF SUCH PARTY'S OWN INTERESTS, AND NOT THOSE OF THE GRANTOR PARTIES; (b) THE GRANTEE PARTIES ARE NOT, AND SHALL NOT BE CONSTRUED TO BE, A GUARANTOR OF THE SECURITY OR SAFETY OF THE GRANTOR PARTIES OR THEIR PROPERTY; (c) WITH RESPECT TO THE GRANTOR PARTIES OR THE PROPERTY OF SUCH GRANTOR PARTIES, SUCH SECURITY AND SAFETY MATTERS ARE THE RESPONSIBILITY OF GRANTOR AND LOCAL LAW ENFORCEMENT AUTHORITIES; PROVIDED, HOWEVER, THAT SUCH SECURITY MEASURES SHALL BE COORDINATED WITH THE GRANTEE

PARTIES; AND (d) IN NO EVENT SHALL ANY GRANTEE PARTY BE LIABLE FOR DAMAGES, LOSSES, CLAIMS, INJURY TO PERSONS OR PROPERTY, OR CAUSES OF ACTION ARISING OUT OF ANY THEFT, BURGLARY, TRESPASS, OR OTHER ENTRY INTO PROPERTY, AND GRANTOR, FOR ITSELF AND ON BEHALF OF THE REMAINING GRANTOR PARTIES, HEREBY RELEASES GRANTEE AND THE REMAINING GRANTEE PARTIES FROM ALL LIABILITIES FOR THESE LOSSES, DAMAGES, OR INJURIES, REGARDLESS OF THEIR CAUSE. Grantor shall, and shall cause the remaining Grantor Parties, advise all users of the Parking and Access Area to (i) lock vehicle doors and take other reasonable steps to secure the property of such users; and (ii) cooperate with the Grantee Parties on all safety and security matters.

7. Insurance Requirements. Grantor shall, and shall cause any tenant or operator of Morgan's Wonderland, to maintain (a) Workers' Compensation insurance as required by applicable law, and (b) commercial general liability insurance, in the amount of not less than One Million Dollars ($1,000,000.00) per incident, Two Million Dollars ($2,000,000.00) in aggregate, and the policies therefore shall insure and shall name as additional insureds Grantee and any other party designated by Grantee. All insurance required to be maintained hereunder shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects Grantee and that any other insurance maintained by Grantee is excess and noncontributing with the insurance required hereunder.

8. Indemnity. **TO THE EXTENT PERMITTED BY LAW, GRANTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTEE PARTIES AGAINST ANY CLAIM BY ANY THIRD PARTY FOR INJURY TO ANY PERSON OR DAMAGE TO OR LOSS OF ANY PROPERTY OCCURRING ON THE PROPERTY (WHETHER OR NOT IN THE DESIGNATED PARKING AND ACCESS AREA), EXCEPT TO THE EXTENT THE CLAIM WAS CAUSED BY GRANTEE PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, GRANTOR AGREES TO PAY ALL COSTS, FEES (INCLUDING ATTORNEYS' FEES), AND EXPENSES OF DEFENDING ANY ALLEGED ACT OF NEGLIGENCE BY GRANTEE PARTIES (EXCLUDING ALLEGED ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) DESCRIBED IN THE PRECEDING SENTENCE UNTIL A FINAL, UNAPPEALABLE JUDGMENT IS ENTERED BY A COURT OF COMPETENT JURISDICTION; PROVIDED HOWEVER, IF THAT FINAL, UNAPPEALABLE JUDGMENT AWARDS MONETARY DAMAGES BASED IN WHOLE OR IN PART UPON GRANTEE PARTIES' NEGLIGENCE, GRANTEE SHALL PROMPTLY REIMBURSE GRANTOR FOR ALL COSTS, FEES, (INCLUDING ATTORNEYS' FEES) AND EXPENSES EXPENDED BY GRANTOR IN GRANTEE PARTIES' DEFENSE, IN AN AMOUNT PROPORTIONATE TO THE PERCENTAGE OF THE DAMAGES AWARDED BY THE COURT THAT WERE ATTRIBUTED TO GRANTEE PARTIES' NEGLIGENCE.**

9. Rules and Regulations. Grantor shall comply, and shall cause the remaining Grantor Parties to comply, with the rules and regulations (or modifications thereto) (the "Rules and Regulations") established by a Grantee Party with respect to the Parking and Access Area. Grantee reserves the right to amend the Rules and Regulations as Grantee in its judgment may on one or more occasions deem to be necessary or desirable for the safety, care, and cleanliness of the Property and the preservation of good order in the Property, and Grantor agrees, and agrees to cause the remaining Grantor Parties, to comply with the Rules and Regulations. Notwithstanding the foregoing, no Grantee Party shall have any liability to Grantor Party for the noncompliance by other occupants of the Property with the Rules and Regulations.

10. Termination. In addition to Grantee's rights under Section 3, Grantor acknowledges and agrees that the Parking and Access Rights shall automatically terminate without further action required in the event that Grantor's Adjacent Land ceases to be owned or operated by a non-profit entity.

11. Remedies. In the event of a breach by any party hereto of any obligation of such party hereunder, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree hereunder. The undersigned hereby acknowledge and stipulate the inadequacy of legal remedies and irreparable harm which would be caused by a breach hereunder, and such non-defaulting party shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. No remedy provided hereunder shall be exclusive, but shall be cumulative with all other remedies provided for hereunder, and all other remedies at law or in equity which are available to the Parties hereto. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting party.

12. Notices. Any notice to be given or to be served upon any party hereto in connection with the Parking and Access Rights must be in writing, and may be given by (a) facsimile transmission and shall be deemed to have been given and received on the date sent with confirmation of transmission if sent during the normal business hours of the recipient on a business day and if sent at other times than such transmission shall be deemed received on the next succeeding business day, (b) certified or registered mail and shall be deemed to have been given and received two (2) business days following the date a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mails; and (c) if given otherwise, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

If to Grantee: Bexar County Judge

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Bexar County Commissioners Court

_____
San Antonio, Texas 78205
Facsimile: _____

and

City Manager
City of San Antonio

_____
San Antonio, Texas 78283-3966
Facsimile: _____

With copy to: Mr. James P. Plummer
Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78248
Facsimile: 210-270-7205

If to Grantor: Sports, Outdoor and Recreation (SOAR) Park
Mr. Gordon V. Hartman
1202 W. Bitters, Bldg. 1, Suite 1200
San Antonio TX 78216
Facsimile: 210-493-7828

With copy to: Mr. Ronald W. Hagauer
Attorney at Law
1602 N. Loop 1604 W., Suite LL-102
San Antonio TX 78248
Facsimile: 210-479-3232

13. Binding Effect. These Reservations shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. No Waiver. No delay or omission of any party hereto in the exercise of any rights created under these Reservations shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default under these Reservations. A waiver by any party hereto of a breach of, or default in, any of the terms and conditions of these Reservations by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other provision of these Reservations.

15. Relationship of Parties. Nothing contained in these Reservations shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other party hereto. Grantor is not and shall not be construed as Grantee's agent in contracting for any improvements to the Property, and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in property of Grantee.

16. Conflict with Operator Lease. Grantor acknowledges and agrees that, on or about the date hereof, Grantee is entering into a long-term lease agreement (the "Operator Lease") with SA FC, Management, L.L.C., a Texas limited liability company ("Operator"), pursuant to which Operator will occupy, use, operate, and maintain the Property, including the Parking and Access Area. For so long as such Operator Lease remains in effect, Operator shall have the right (subject to the limitations of the Operator Lease) to allow Grantor to use portions of the Property for vehicular and pedestrian access. For so long as the Operator Lease remains in full force and effect, Grantor and Grantee acknowledge that the terms and conditions of any agreement between a Grantor Party and the Operator shall control the Parking and Access Rights and Grantor's obligations hereunder, whether such terms and conditions are more, or less, restrictive than those contained herein.

[*Annexes to Exhibit "C" follow*]

Annex 1: Legal Description of Grantor's Adjacent Property

Annex 2: Initial Depiction of Parking and Access Area

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EXHIBIT D

BILL OF SALE

BILL OF SALE

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

SPORTS, OUTDOOR AND RECREATION (SOAR) PARK, a Texas non-profit corporation ("Seller"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, does hereby sell, assign and transfer to SA BC SOCCER PUBLIC FACILITY CORPORATION, a Texas nonprofit corporation created by the City of San Antonio, Texas, pursuant to the provisions of Chapter 303 of the Texas Local Government Code, as amended ("Purchaser"), all right, title and interest of Seller in and to the tangible personal property, intangible personal property, fixtures, equipment and machinery (the "Transferred Property") described on Exhibit "A" attached to this Bill of Sale which is located on, affixed to or used in connection with the real property described on Exhibit "B" attached to this Bill of Sale (the "Real Property").

Seller warrants that as of the date hereof, the Transferred Property is free and clear of all liens and encumbrances, other than the Permitted Exceptions described in the Special Warranty Deed from Seller to Purchaser of even date herewith.

Except for those certain representations and warranties of Seller in Section 6(a) of that certain Earnest Money Contract by and between Purchaser and Seller (the "Contract"), which survive only for a period of two (2) years from the date hereof ("Seller's Contract Warranties"), 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 Transferred Property or (ii) the compliance of the Transferred Property or the operation of the Transferred Property with any laws, rules, ordinances, or regulations of any government or other body. IN CONNECTION WITH THE CONVEYANCE OF THE TRANSFERRED PROPERTY EXCEPT FOR THE SELLER CONTRACT WARRANTIES, SELLER 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 TRANSFERRED PROPERTY, THE SUITABILITY OF THE TRANSFERRED PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT, COMPLIANCE BY

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THE TRANSFERRED PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser accepts the Transferred Property with the Transferred Property being in its present AS IS condition WITH ALL FAULTS.

This Bill of Sale may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

Executed to be effective the ___ day of _____, 2015.

SELLER:

SPORTS, OUTDOOR AND RECREATION (SOAR) PARK, a Texas non-profit corporation

By: _____

Name: Gordon V. Hartman
Title: President

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EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (herein called this **"Agreement"**) is made and entered into as of the ___ day of _____, 2015 (herein called the "**Effective Date**"), by and between **SA BC Soccer Public Facility Corporation**, a Texas nonprofit corporation created by the City of San Antonio, Texas, pursuant to the provisions of Chapter 303 of the Texas Local Government Code, as amended (herein called **"Assignee"**) and Sports, Outdoor And Recreation (Soar) Park, a Texas non-profit corporation (herein called **"Assignor"**).

W I T N E S S E T H:

Whereas, Assignor is as of the Effective Date conveying to Assignee that certain real property in Bexar County, Texas, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (herein called the **"Property"**) pursuant to that certain Earnest Money Contract by and between Assignor and Assignee, as the same may be amended from time to time;

Whereas, the Property is subject to the following contracts (herein called the "Contracts"):

_____ *which* _____ *is attached hereto as* ***Exhibit "B"***.

_____ *which* _____ *is attached hereto as* ***Exhibit "C"***.

_____ *which* _____ *is attached hereto as* ***Exhibit "D"***.

Whereas, in connection with the conveyance of the Property to Assignee as of the Effective Date, Assignor desires to assign its rights, title and interest in and to the Contracts to Assignee (herein called the **"Assigned Interests"**), and Assignee desires to assume all of the duties, obligations and liabilities of Assignor under the Contracts that arise after the Effective Date (herein called the **"Assumed Obligations"**); and

Whereas, Assignor and Assignee desire to execute and deliver this Agreement to set forth their agreement with respect to such assignment and assumption.

Now, Therefore, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee acknowledge, and intending to be legally bound, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of the Assigned Interests, and all of the rights, benefits, and privileges of Assignor thereunder, including without limitation all of Assignor's right, title and interest in and to all income thereunder arising or accruing on or after the Effective Date.

2. **Assumption**. Assignee hereby accepts the Contracts and assumes and agrees to perform all of the Assumed Obligations which arise after the Effective Date.

3. **Mutual Indemnity.** Assignee hereby (i) expressly assumes the obligation for the performance of any and all of Assignor's obligations under the Contracts in respect of the period on or after the date hereof and (ii) indemnifies, defends and holds harmless Assignor from and against any and all claims, actions, demands, liabilities, suits, causes of action, damages, costs or expenses (including, without limitation, attorneys' fees and disbursements) relating to the Contracts to the extent arising on and after the date of this Agreement. Assignor hereby indemnifies, defends and holds harmless Assignee from and against any and all claims, actions, demands, liabilities, suits, causes of action, damages, costs or expenses (including, without limitation, attorneys' fees and disbursements) to the extent arising prior to the date of this Agreement.

4. **Representations and Warranties**. Assignor hereby represents and warrants to Assignee, Assignee's successors and assigns, that: (a) the Contracts are all in full force and effect, Assignor is in compliance with all of Assignor's obligations under each of the Contracts, (b) to the best of Assignor's knowledge and belief, each of the counterparties to each of the Contracts are in compliance with such counterparty's obligations thereunder, and (c) the Contracts attached hereto as Exhibits "B" through "_" are true and correct copies of the Contracts, and except as set forth in Exhibits "B" through "_," the Contracts have not been modified, supplemented or amended.

5. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

6. **Successors and Assigns**. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns.

7. **Governing Law.** This shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Texas.

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[*Signature pages follow*]

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IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representatives to execute and deliver this assignment and assumption, all as of the day and year first written above.

ASSIGNEE:

_____

By: _____
Name: _____
Title: _____

(Signatures continued on next page)

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(Signatures continued from preceding page)

ASSIGNOR:

SPORTS, OUTDOOR AND RECREATION PARK, a Texas non-profit corporation

By: _____

Name: _____

Title: _____

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Exhibit "A"

Legal Description of The Property

Lot 1, Block 12, NCB 14945, Longhorn Quarry, Unit 2 according to a plat thereof recorded in Volume 9596, Pages 169-174 of the Deed and Plat Records of Bexar County, Texas

Exhibit "B"

Copy of _____

Exhibit "C"

Copy of _____

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Exhibit "D"

Copy of _____

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EXHIBIT F

SPONSOR CONTRACTS

1. Naming Rights and Sponsorship Agreement with Gulf States Toyota, Inc.; and
2. Sponsorship Agreement with Pepsi Beverages Company.

[Documents Not To Be Attached]

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EXHIBIT G

PARKING AGREEMENTS

1. Joint Use Agreement with North East Independent School District for use of Heroes Stadium parking lots; and

2. Joint Use Agreement with the City of San Antonio for use of land adjacent to the Parking Land.

3. Joint Use Agreement with Alamo Garden, Inc. regarding the use of the Parking Land.

[Documents Not To Be Attached]

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EXHIBIT H

TEXAS AREA REGIONAL SOCCER COMPLEX DOCUMENTS

1. Operating Agreement with Bexar County, Texas regarding maintenance and operating of the Soccer Complex;

2. Lease Agreement with the City of San Antonio regarding the Soccer Complex;

3. Special Warranty Deed dated August 20, 2012 conveying the Soccer Complex to the City of San Antonio; and

4. First Amendment dated January 10, 2013 to the Lease Agreement with the City of San Antonio regarding the Soccer Complex;

5. Second Amendment dated June 5, 2014 to the Lease Agreement with the City of San Antonio regarding the Water Complex.

[Documents Not To Be Attached]

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EXHIBIT I

INTENTIONALLY DELETED

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EXHIBIT J

Intellectual Property

The Trademark Rights held by Seller in the Mark TOYOTA FIELD exist only by way of the Trademark License established under the Naming Rights and Sponsorship Agreement with Gulf States Toyota, Inc. It does not appear that Toyota has taken any steps to register TOYOTA FIELD so it is their Common Law Trademark Rights that Seller enjoys through the Naming Rights and Sponsorship Agreement with Gulf States Toyota, Inc.

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EXHIBIT K

Title Commitment

[To Be Attached]

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SCHEDULE 1-1

Schedule of Personal Property

TOYOTA FIELD ITEMS OWNED	AMOUNT
MILLER LITE TALL TABLES	32
MILLER LITE STOOLS	68
MILLER LITE SMALL CHAIRS	146
SCORPIONS TLL TABLES	19
SCORPIONS BAR STOOLS	91
SCORPIONS PADDED CHAIRS	277
6' TABLES	10
8' TABLES	10
FLAT SCREEN TVS	37
HOUSEKEEPING CARTS	5
WHITE CHAIRS	19
SOCCER GOALS	4
TRAILERS	2
BIKE RACK	9
PARKING HORSES	15
PARKING A FRAMES	8
MOP BUCKETS	13
SQUEEGEES	2
MOP STICKS	7
SMALL BROOMS	11
DUST PANS	8
PUSH BROOMS	5
BROOM HEADS	8
PARKING CONES	27
STAGE DECKS	17
SUITE PICTURE FRAMES	41

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SUITE STOOLS	74
SUITE FRIDGES	16
SUITE SOFAS	32
WICKER CHAIRS	29
WICKER COFFEE TABLES	2
WICKER TABLES	4
AMERICAN FLAGS	1
MEXICAN FLAGS	1
COSTA RICAN FLAG	1
CANADIAN FLAG	1
CHAMPIONSHIP FLAG	1
SCORPIONS GO CART	1
OFFICE PICTURES FRAMES	3
BOOKSHELF	1
OFFICE PHONES	10
SUITE PHONES	16
CONFERENCE ROOM TABLE	1

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SCHEDULE 1-2

Schedule of Excluded Assets

2 weed eaters
1 push mower
1 leaf blower
1 chain saw
1 tiller
2 brooms
3 shovels
3 rakes
1 back pack sprayer (weeds)
1 zero turn or riding mower
1 hedge trimmer
1 pruning saw
25 rounded Picnic tables
All desk top computers and printers
1 flatbed cushman cart
Air Tank
Great Plains POS (cpu, monitor, credit card readers and printers)
Three club cars
radios
time clocks provided by employment services
DROBO computer storage unit
75 padded chairs

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SCHEDULE 1-3

Schedule of Concession Company Assets

1. Margarita machines/Glazers
2. Chili and cheese warmers/Ricos

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SCHEDULE 6

Schedule of Environmental Reports

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SCHEDULE 8-1

Seller Conditions to Closing

1. The Soccer Lease shall have been amended to, among other things, replace the existing legal description of the premises leased thereunder with the legal description of the Water Facility.

2. The existing operating/management agreement between Bexar County and Seller regarding the Soccer Complex shall have been terminated.

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SCHEDULE 8-2

Purchaser Conditions to Closing

1. All approvals required by the City of San Antonio and Bexar County become effective, and not subject to appeal or rescission.

2. The rights to the name "South Texas Regional Area Soccer Complex", "STAR", or any combination of the foregoing, shall be assigned to the City of San Antonio, Texas.

3. The use restrictions reflected in Exhibit "B" to that certain Special Warranty Deed recorded in Volume 13721, Page 1165, of the Real Property Records of Bexar County, Texas shall have been released pursuant to a recorded document executed by the beneficiaries of such restrictions.

4. The Soccer Lease shall have been amended to, among other things, replace the existing legal description of the premises leased thereunder with the legal description of the Water Facility.

5. The City of San Antonio, as lessor, and Operator, as lessee, shall have executed a lease agreement in form and substance approved by the City and Operator on or before the date hereof, pursuant to which Operator shall have the right and obligation to occupy, operate, maintain, and repair the soccer complex commonly known as the "South Texas Regional Area Soccer Complex" or "STAR Complex", the legal description for which is set forth in Exhibit A-3 of this Contract.

6. The existing operating/management agreement between Bexar County and Seller shall have been terminated.

7. Bexar County and Operator shall have executed an operating agreement in form and substance approved by the County and Operator on or before the date hereof, pursuant to which Operator shall have the right and obligation to occupy, operate, maintain, and repair the STAR Complex.

8. The Sponsor Contracts listed in Exhibit "F" shall have either (a) been terminated at no expense to Purchaser, or (b) assigned to, and assumed by Operator, including all required consents to assignment of such Sponsors.

9. Purchaser, City, and Operator shall each have secured a binding obligation with Seller to ensure that the Property has access to a continuous and adequate supply of water from the water well detention pond located on property adjacent to the STAR Complex and owned by Seller or an affiliate of Seller.

Purchase of Toyota Field

December 17, 2015

Agenda Item 4

Carlos J. Contreras, III, Assistant City Manager

Background: Toyota Field

- Opened in 2013
- 8,300 seats
- 16 luxury boxes
- 550 parking spaces, access to 3,000 more
- Designed to expand

2

Purchase of Toyota Field

$18 Million Total

$9 Million COSA

$9 Million County

- SS&E providing $3M to SOAR for purchase
- SS&E providing $1M for improvements
- COSA providing $500K for improvements
- County providing $500K for STAR maintenance

3

Items Relating to Purchase

PFC	PFC	Lease 1	Lease 2
City and County Form PFC	Execution of Purchase Agreement	Lease Agreement Between PFC and SA FC (Spurs)	Lease w/SA FC for STAR Soccer Complex

4

Create Public Facilities Corporation

COSA forms PFC to own Toyota Field (City and County)

PFC Board to consist of 2 City staff and 2 County staff appointed by Council

PFC Board will Approve Toyota Field and STAR Soccer Complex Improvement Expenditures

5

C: Lease w/SA FC

Major Deal Points

20 years

$100k annual rent

$1.25 per ticket to PFC (increases 3 times over lease)

SA FC responsible for operations and maintenance expenses of Toyota Field

SA FC to operate and maintain STAR Soccer Complex

MLS Pursuit Obligations

Best efforts to obtain MLS

Detailed plan to secure MLS

Develop soccer fan base in San Antonio

Spurs to raise est. $100M MLS franchise fee

Exclusive rights at Toyota Field for 10 years

If MLS Franchise Is Secured

County / COSA call election after Nov. 1, 2017 and within 24 months at SA FC request for Toyota Field expansion

Before calling election, new lease terms and revenue sharing will be negotiated by City / County and SA FC

Voter proposition will fund expansion in a model similar to AT&T Center (84% / 16%)

7

If No MLS Franchise Is Secured

Repayment of $5M to be paid to City and County beginning in year 6, as follows:

Year	Amount
6-8	$250k
9	$500k
10	$750k
11-13	$1M

8

If MLS Franchise with 3rd Party

Spurs have a 10 year exclusive on Toyota Field

If franchise through relocation before year 10, Spurs to be reimbursed investment and facility improvement expenses*

Amount	Source
$3M	Original Investment
$1M	Improvements
$1M	USL Fee
$5M	Operating / Marketing, Other Expenses

*All payments to be paid by 3rd party or through stadium financing, NOT COSA or County

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Lease w/SA FC for STAR and Amendment to Lease w/SOAR

LEASE
- 20 year lease
- Soccer complex for tournaments, league play, etc.
- Operations, maintenance, improvements by SA FC

AMENDMENT
- Reduces leased property to 4 acres
- Property will be used as a water park for Morgan's Wonderland

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Next Steps

1. Form PFC
2. Close on purchase
3. Execute lease
4. USL begins play in March 2016

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Purchase of Toyota Field

December 17, 2015
Agenda Item 4
Carlos J. Contreras, III, Assistant City Manager