

AN ORDINANCE 2008-06-19-0576

**DETERMINING THE NECESSITY FOR AND AUTHORIZING THE APPROPRIATION OF \$2,240,140.00 FOR THE ACQUISITION BY NEGOTIATION AND/OR CONDEMNATION OF EIGHT PARCELS OF REAL PROPERTY FOR THE REPLACEMENT OF FIRE STATIONS NO. 1 AND NO. 3 AS WELL AS CONSTRUCTION OF A NEW FIRE STATION NO. 51: BEING 1.041 ACRES OUT OF BLOCK 22, NCB 559 AND BEING ALL OF LOTS 9-16; 05.68 ACRES OUT OF BLOCK 22, NCB 559 AND BEING A PORTION OF LOT 20-23; 0.283 ACRES OUT OF BLOCK 22, NCB 559 AND BEING A PORTION OF LOT 17 AND 18; LOT W 122 FT OF 19 AND W 122.44 FT OF 24, BLOCK 22, NCB 559; LOT WS 126 FT OF 11 AND W 124.11 FT OF 24, BLOCK 19, NCB 546; LOT 129.86 FT OF 12, BLOCK 19, NCB 546; LOT W 45.08 OF 13, BLOCK 19, NCB 546; LOT E 7 FT OF 13 AND W 46.5 OF 14, BLOCK 19, NCB 546; AND LOT 17, 18, AND 19, BLOCK 3, NCB 17403 LOCATED ON CHERRY STREET BETWEEN NOLAN STREET AND DAWSON STREET AS WELL AS FIRE STATION NO. 51 LOCATED AT VANCE JACKSON AND BECKWITH UNDER THE FIRE STATION CAPITAL IMPROVEMENT PROGRAM.**

\* \* \* \* \*

**WHEREAS**, the public health, safety and best interest of the City and its citizens require the replacement of Fire Station Nos. 1 and 3, and for the construction of a new Fire Station No. 51 Project; and

**WHEREAS**, property interests are required for the Fire Station Capital Improvement Program and property acquisitions of eight parcels is a necessary step in implementing the Fire Station Replacement Program; and

**WHEREAS**, it is necessary to construct the project upon properties that are privately owned; and

**WHEREAS**, this Ordinance authorizes the acquisition of eight parcels located on Cherry Street, Nolan Street and Vance Jackson at a fair market value through negotiation or condemnation; and

**WHEREAS**, this Ordinance authorizes the appropriation of \$2,240,140.00 for the acquisition of fee simple title in 8 (eight) separate parcels of privately owned real property and for other expenses associated with acquiring these properties as authorized under the Fire Station Capital Improvement Program; and

**WHEREAS**, the replacement project for Fire Stations No. 1 and No. 3 will allow for both stations to be replaced and combined into one facility located on Cherry Street between Nolan and Dawson Street in Council District 2; and

**WHEREAS**, Fire Station No. 51 on Vance Jackson and Beckwith was identified by the Fire Department for the location and construction of a new fire station in Council District 8 to address response time; and

**WHEREAS**, representatives of the City have been unable to negotiate a settlement price for the purchase of these properties; and

**WHEREAS**, Ordinance 2007-09-20-1015 previously authorized the establishment of a budget of \$5,000.00 for Fire Station Nos. 1 & 3, and \$5,000.00 for Fire Station No. 51 to complete required environmental site assessments and property appraisals; and

**WHEREAS**, this Ordinance amends the budget of Fire Station No. 51 capital project and the Replacement of Fire Station Nos. 1 and 3 capital project, appropriating funds and authorizing expenditures for land acquisition, title and associated fees as shown in the table below; and

<b>Project</b>	<b>Amount</b>	<b>Funding Source</b>
FS #1 and 3	\$991,500.00	Fire Department's Issued 2000 Certificate of Obligations
FS #51	\$1,248,640.00	Fire Department's Issued 2006 Certificate of Obligations

**WHEREAS**, funds are currently available in the Fire Department's 2000 and 2006 Issued Certificates of Obligations; and

**WHEREAS**, all appropriations are in accordance with the FY 2008 Adopted Capital Improvement Program Budget, **NOW THEREFORE:**

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

**SECTION 1.** A public necessity is hereby declared for the City of San Antonio to acquire fee simple title to certain privately owned real properties for the construction, operation, reconstruction, improvement, repair and maintenance of Fire Station Nos. 1, 3 and 51 under the Fire Station Capital Improvement Program. Said parcels of land are generally described as follows:

<b>Parcel No.</b>	<b>Street Address</b>	<b>Legal Description</b>
18222	SW Corner of Cherry St. & Nolan	(3 Tracts) 1.041 (45,357 sq ft) acre tract out of Block 22, NCB 559 and being all of Lots 9-16
18222-A	SW Corner of Cherry St. & Nolan	05.68 (24,743 sq ft) of an acres out of Block 22, NCB 559 and being a portion of Lot 20-23
18222-B	SW Corner of Cherry St. & Nolan	02.83 (12,337 sq ft) of an acre out of Block 22, NCB 559 and being a portion of Lot 17 and 18

18223	519 N. Cherry Street	Lot W 122 ft of 19 and W 122.44 ft of 19 and W 122.44 ft of N 2 ft of 20, Block 22, NCB 559
18224	501 N. Cherry Street	Lot W 122 ft of 19 and W 124.11 ft of 24, Block 22, NCB 559
18225	503 Nolan	Lot WS 126 ft of 11 and W 124.11 ft of 24, Block 19, NCB 546
18226	507 Nolan	Lot S 129.86 ft of 12, Block 19, NCB 546
18234-A	509 Nolan	Lot W 45.08 of 13, Block 19, NCB 546
18234-B	515 Nolan	Lot E 7 ft of 13 and W 46.5 of 14, Block 19, NCB 546
18234	Vance Jackson/Beckwith	Lot 17, 18, and 19, Block 3, NCB 17403

**SECTION 2.** The City Manager, or her designee, is hereby authorized to direct through the City Attorney to institute and prosecute to conclusion all necessary proceedings to condemn such property as the City of San Antonio is unable to acquire through negotiation by reason of its inability to agree with the owners thereof as to the value of such property, or for any other reason, and to take any other legal action deemed necessary by the City Attorney to accomplish these purposes.

**SECTION 3.** The prior actions and efforts of City officials to negotiate the purchase of the necessary rights and the steps taken to initiate and prosecute condemnation of the property are hereby ratified and affirmed.

**SECTION 4.** The following financial adjustments are hereby approved:

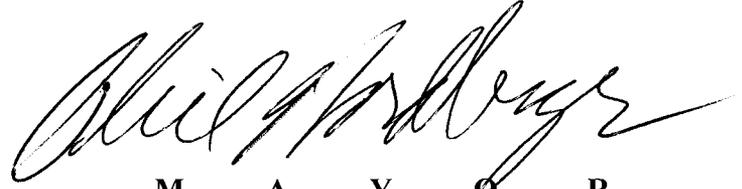
- a) The amount of \$5,000.00 was previously appropriated funding on Ordinances No. 2007-09-20-1015, dated September 20, 2007 appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 20-00006, Replace Fire Stations 1 and 3, SAP WBS Element 20-00006-06-01-01, entitled Land Acquisition Various Fees, SAP GL account 5201040, and is authorized to be encumbered with a purchase order.
- b) The amount of \$991,500.00 is appropriated in SAP Fund 43001000, 2000 Fire Station Improvement, SAP WBS CO-00001-01-01-11, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 20-00006-90-02. The amount of \$991,500.00 is authorized to be transferred to SAP Fund 43099000.
- c) The budget in SAP Fund 43099000, SAP Project Definition 20-00006, Replace Fire Stations 1 and 3, shall be revised by increasing SAP WBS element 20-00006-90-02 entitled Trf Fr CO-00001-01-01-11, SAP GL account 6101100 – Interfund Transfer In, by the amount \$991,500.00.
- d) The amount of \$50,000.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 20-00006, Replace Fire Stations 1 and 3, SAP WBS Element 20-00006-03-02-01, entitled Title, SAP GL Account 5209010, and is authorized to be encumbered with a purchase order.

- e) The amount of \$941,500.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 20-00006, Replace Fire Stations 1 and 3, SAP WBS Element 20-00006-03-02-04, entitled Acquisition, SAP GL Account 5209010, and authorized to be encumbered with a purchase order.
- f) The amount of \$5,000.00 was previously appropriated funding on Ordinance No. 2007-09-20-1015, dated September 20, 2007 appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 20-00113, Fire Station No. 51 Permanent, SAP WBS Element 20-00113-06-01-01, entitled Land Acquisition Various Fees, SAP GL account 5201040, and is authorized to be encumbered with a purchase order.
- g) The amount of \$1,248,640.00 is appropriated in SAP Fund 43902001, 2006 C/O Fire Station Improvements, SAP WBS CO-20061-01-01-04, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 20-00113-90-02. The amount of \$1,248,640.00 is authorized to be transferred to SAP Fund 43099000.
- h) The budget in SAP Fund 43099000, SAP Project Definition 20-00113, Fire Station No. 51 Permanent, shall be revised by increasing SAP WBS element 20-00113-90-02 entitled Trf Fr CO-20061-01-01-04, SAP GL account 6101100 – Interfund Transfer In, by the amount \$1,248,640.00.
- i) The amount of \$60,000.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 20-00113, Fire Station No. 51 Permanent, SAP WBS Element 20-00113-03-02-01, entitled Title, SAP GL Account 5209010, and is authorized to be encumbered with a purchase order.
- j) The amount of \$1,188,640.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 20-00113, Fire Station No. 51 Permanent, SAP WBS Element 20-00113-03-02-04, entitled Acquisition, SAP GL Account 5209010, and is authorized to 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 allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This Ordinance shall be effective on the tenth day after passage hereof.

**PASSED AND APPROVED** this the 19<sup>th</sup> day of June, 2008.



M A Y O R

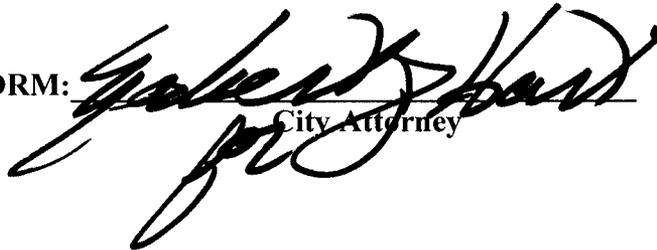
**PHIL HARDBERGER**

**ATTEST:**



CITY CLERK

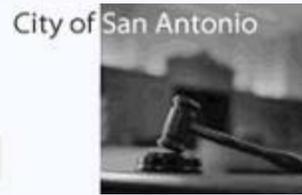
**APPROVED AS TO FORM:**



City Attorney



Request for  
**COUNCIL  
ACTION**



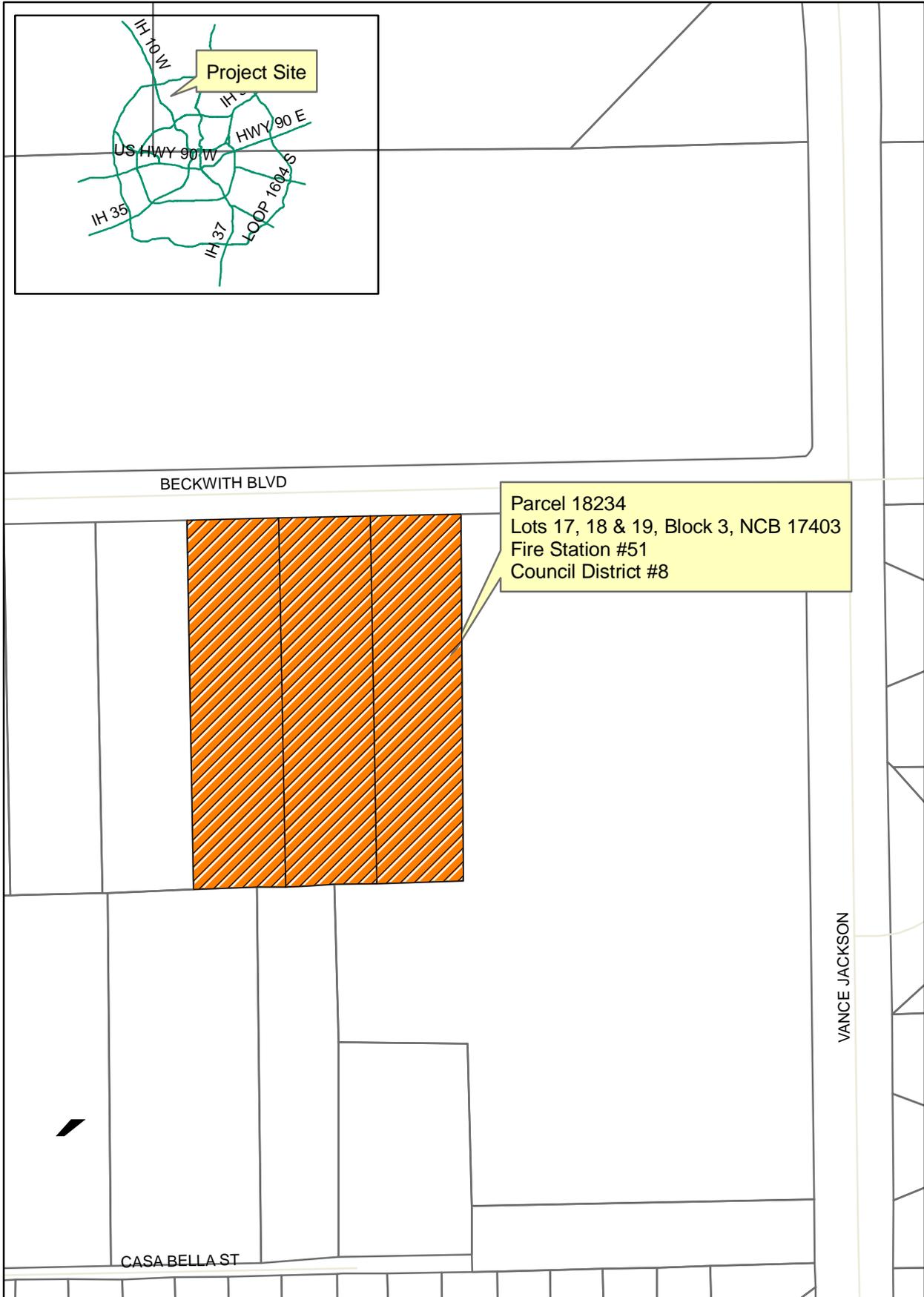
## Agenda Voting Results - 36

<b>Name:</b>	36
<b>Date:</b>	06/19/2008
<b>Time:</b>	03:48:37 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance determining the necessity for and authorizing the appropriation of \$2,240,140.00 for the acquisition by negotiation and/or condemnation of eight parcels of real property for the replacement of Fire Stations No. 1 and No. 3 as well as construction of a new Fire Station No. 51: being 1.041 acres out of Block 22, NCB 559 and being all of Lots 9-16; 05.68 acres out of Block 22, NCB 559 and being a portion of Lot 20-23; 0.283 acres out of Block 22, NCB 559 and being a portion of Lot 17 and 18; Lot W 122 ft of 19 and W 122.44 ft of 24, Block 22, NCB 559; Lot WS 126 ft of 11 and W 124.11 ft of 24, Block 19, NCB 546; Lot 129.86 ft of 12, Block 19, NCB 546; Lot W 45.08 of 13, Block 19, NCB 546; Lot E 7 ft of 13 and W 46.5 of 14, Block 19, NCB 546; and Lot 17, 18, and 19, Block 3, NCB 17403 located on Cherry Street between Nolan Street and Dawson Street as well as Fire Station No. 51 located at Vance Jackson and Beckwith under the Fire Station Capital Improvement Program. [Penny Postoak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x			x	
Louis E. Rowe	District 9	x					
John G. Clamp	District 10	x					



# FIRE STATION PROJECT - FIRE STATION #51



The land identified for acquisition for the proposed fire stations are listed in the table below:

Council District	Fire Station	Street Address	Parcel #s	Legal
2	1 & 3	SW Corner of Cherry St. & Nolan (4 tracts)	18222	Being a 1.041 (45,357 sq ft) acre tract out of Blk 22, NCB 559 & being all of Lots 9-16:
			18222-A	Being a 0.568 (24,743 sq ft) of an acre out of Blk 22, NCB 559 & being a portion of Lot 20-23:
			18222-B	Being a 0.283 (12,337 sq ft) of an acre out of Blk 22, NCB 559 & being a portion of Lot 17 & 18:
			18222-C	Being a 0.181 (7,889 sq ft) of an acre out of Blk 22, NCB 559 & being a 20 ft strip of the West:
2	1 & 3	519 N. Cherry Street	18223	NCB 559 Blk 22 Lot W 122 Ft of 19 & W 122.44 Ft of N 2 Ft of 20
2	1 & 3	501 N. Cherry Street	18224	NCB 559 Blk 22 Lot W 122 Ft of 19 & W 124.11 Ft of 24
2	1 & 3	503 Nolan	18225	NCB 546 Blk 19 Lot WS 126 Ft of 11 & W 124.11 Ft of 24
2	1 & 3	507 Nolan	18226	NCB 546 Blk 19 Lot S 129.86 Ft of 12
2	1 & 3	509 Nolan	18234A	NCB 546 Blk 19 Lot W 45.08 of 13
2	1 & 3	515 Nolan	18234B	NCB 546 Blk 19 Lot E7 ft of 13 & W 46.5 of 14
8	51	Vance Jackson/Beckwith	18234	NCB 17403 Blk 3 Lot 17, 18 & 19

# Real Estate Sales Contract

(WSK Holdings, LP)

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**Effective Date:** The date a representative of the Title Company signs a receipt for this fully executed contract.

**Authorizing Ordinance:**

**Seller:** WSK Holdings, LP

**Address:** 1970 South Alamo St., San Antonio, Texas  
78204

**Type of Entity:** Texas limited partnership

**Seller's Broker:** Olson Properties, Inc.

**Address:** 1919 Oakwell Farms Parkway, Suite 110, San

Antonio, Texas 78218

**Phone:** 828-1622

**Email:** carl@olsonproperties.com

**Buyer:** City of San Antonio

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Carroll Coston CIMS)

**Phone:** 207-4024

**Email:** carroll.coston@sanantonio.gov

**Type of Entity:** Texas municipal corporation

**Buyer's Counsel:** Kenneth L. Bennight, Jr.

**Address:** City Attorney's Office, P.O. Box 839966, San Antonio, Texas 78283-3966

**Phone:** 207-6168

**Email:** kenneth.bennight@sanantonio.gov

**Property:** Three tracts located in the City of San Antonio, Bexar County, Texas and described as Tracts III, IV, and V on **Exhibit A**, which is attached hereto and incorporated herein by reference for all purposes as if fully set forth

**Title Company:** Chicago Title

**Address:** c/o Carl Oliver, Norman & Oliver, P.C., 7373 Broadway, Suite 504, San Antonio, Texas 78209

**Phone:** 822-8972

**Email:** croliver@normanoliver.com

**Purchase Price:** \$690,150

**Independent Consideration:** \$100

**Effective Date:** The date on which Title Company acknowledges receipt of a fully executed copy of this agreement.

**Survey Category:** Category 1A

Earnest Money: \$5,000

Buyer's Liquidated Damages: \$5,000

County for Performance Bexar County, Texas

## 1. Deadlines and Other Dates.

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

1.01.	Delivery of Title Commitment	20	Days after the Effective Date
1.02.	Delivery of Survey	20	Days after Effective Date
1.03.	Delivery of legible copies of instruments referenced in the Title Commitment and Survey	30	Days after the Effective Date
1.04.	Delivery of Title and Survey Objections	20	Days after the Effective Date
1.05.	Delivery of Seller's records as specified in Exhibit C	20	Days after the Effective Date
1.06.	End of Inspection Period	45	Days after the Effective Date
1.07.	Closing Date	20 days after the Inspection Period	
1.08.	Closing Time	10:00 A.M.	

The deadlines may be altered by the mutual agreement of the parties. Buyer's consent may be made by the Director of the Capital Improvements Management Services Department without further authorization of City Council.

## 2. Closing Documents.

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

Special Warranty Deed

Bill of Sale and Assignment

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

Notices, statements, and certificates as specified in Exhibit D

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

Evidence of Buyer's authority to consummate this transaction

Purchase Price

2.03. The documents listed in this section are collectively known as the "Closing Documents." Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit E**.

2.04. The deed may except from warranty items items reflected in Schedule B of the latest effective title commitment. It may not except rights of parties in possession, survey-related matters, or other rights not arising out of a recorded instrument.

### **3. Exhibits.**

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

Exhibit B—Representations

Exhibit C—Seller's Records

Exhibit D—Notices, Statements, and Certificates

Exhibit E—Form of Deed

### **4. Purchase and Sale of Property.**

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

4.02. Seller has the option to cancel this contract if Buyer has not signed it after June 27, 2008. If Seller has not delivered written notice of cancellation to Seller by July 11, 2009, it will be conclusively deemed that the condition was either met or waived.

## **5. Interest on Earnest Money.**

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

## **6. Title and Survey.**

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

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category. Seller's existing survey of the Property is adequate if the Title Company will delete the Survey Exception based on that survey.

6.05. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment and Survey to Buyer by the deadline stated in article 1. Seller must likewise deliver to Buyer legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in article 1.

6.06. *Title Objections.* Buyer has until the deadline stated in article 1. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely

gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that this contract is terminated. In absence of such timely notice, Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice.. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

## **7. Inspection Period.**

7.01. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in article 1...

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

- b. Buyer may not unreasonably interfere with existing operations or occupants of the Property; and
- d. if the Property is altered because of Buyer's inspections and Buyer does not purchase the Property, Buyer must return the Property to its preinspection condition promptly after terminating the contract.

7.03. *Extension.* Buyer may extend the Inspection Period for an additional 60 days to perform a Phase II environmental site assessment in connection with matters as to which the Phase I assessment called for further investigation.

7.04. *Copies of Reports.* Buyer will give Seller copies of third-party reports it receives in the course of performing its due diligence. But if a provider of a report asserts a copyright interest, Seller will pay for the additional copy.

7.05. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Buyer's termination is effective without City Council approval if signed by the Director of the Capital Improvements Management Services Department.

## **8. Independent Consideration.**

As independent consideration for this agreement, Seller acknowledges receipt from Buyer of the Independent Consideration. This sum is not a credit against the Purchase Price and is not refundable under any circumstance.

## **9. Representations.**

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

## **10. Condition until Closing; Cooperation.**

10.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

10.02. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

10.03. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be

condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

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

10.05. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

## **11. Termination.**

### *11.01. Disposition of Earnest Money after Termination*

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer. Seller retains the Independent Consideration.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller. Seller retains the Independent Consideration.

11.02. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

## 12. Closing.

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

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.
- f. Buyer need not close if Seller cannot or does not deliver marketable title at closing. If Buyer does not close for want of marketable title, the earnest money is returned to Buyer.
- g. Buyer will receive at closing the basic title policy plus endorsements removing the survey exception and the exception for rights of parties in possession.

### 12.02. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay:
  - (i) the basic charge for the Title Policy;
  - (ii) one-half of the escrow fee charged by Title Company;
  - (iii) the costs to prepare the deed;

- (iv) the costs to obtain, deliver, and record releases of all liens to be released at closing;
  - (v) the costs to record all documents to cure Title Objections agreed to be cured by Seller;
  - (vi) Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
  - (vii) the costs to obtain the Survey, UCC Search, and certificates or reports of ad valorem taxes;
  - (viii) the costs to deliver copies of the instruments described in article 1; and
  - (ix) Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay:
- (i) one-half of the escrow fee charged by Title Company;
  - (ii) the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
  - (iii) the additional premium for the "survey/area and boundary deletion" in the Title Policy
  - (iv) the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and
  - (v) Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code.
- d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice.

- e. *Prepaid Rent.* Buyer gets a credit a closing for all rent previously paid to Seller allocable to the period after closing.
- f. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- g. *Brokers' Commissions.* Seller must pay the Commission to Broker. Each party represents to the other that no other commissions are due in respect of this transaction.

12.03. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

12.04. *Brokers' Commissions.* Seller must pay the Commission to Seller's Broker. Each party represents to the other that no other commissions are due in respect of this transaction.

### **13. Default and Remedies.**

13.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer. Seller must also pay to Buyer as liquidated damages the Buyer's Liquidated Damages. Seller retains the Independent Consideration.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

13.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may, as its sole and exclusive remedy, terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

13.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by either party's default cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and

Buyer's Liquidated Damages are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

#### **14. Miscellaneous Provisions.**

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

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

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

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

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

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

14.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to conform to the requirement that mailings be done by certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

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

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

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

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

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

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

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

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

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

## **15. Prohibited Interest in Contracts.**

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

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

15.02. Seller warrants and certifies as follows:

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

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

## **16. Public Information.**

Seller acknowledges that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

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

**Buyer**

City of San Antonio, a Texas  
municipal corporation

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Seller**

WSK Holdings, LP, a Texas limited  
partnership, by and through its sole general  
partner

WSK Management Holdings, LLC, a  
Texas limited liability company

Signature: [Handwritten Signature]

Printed  
Name: Scott Hollingshead

Title: V.P.

Date: 9-19-08

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

## Title Company Acceptance of Escrow and Receipt for Contract

---

**Seller:** WSK Holdings, LP

**Address:** 1970 South Alamo St., San Antonio, Texas  
78204

**Buyer:** City of San Antonio

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

**Property:**

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

### Chicago Title

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Title Company Receipt for Earnest Money

---

**Seller:** WSK Holdings, LP

**Address:** 1970 South Alamo St., San Antonio, Texas 78204

**Buyer:** City of San Antonio

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

**Property:**

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

Amount: \_\_\_\_\_

**Chicago Title**

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Exhibit A

FT-(12/2000)

T-2 Form Prescribed by Texas Department of Insurance (Revised 1/1/93)

### FIELD NOTE DESCRIPTION OF A 1.041 ACRE TRACT (TRACT III)

Being a 1.041 (45,357 Sq. Ft.) acre tract out of Block 22, N.C.B. 559, City of San Antonio, Bexar County, Texas, and being out of a 1.041 acre tract (Parcel 4) as recorded in Volume 4874, Page 647, Official Records, Bexar County, Texas, and being all of Lots 9-16, Block 22, N.C.B. 559, said 1.041 acre tract of land being more particularly described as follows:

#### SURVEYOR NOTE:

Bearing reference source is the plat of Crain Dist. Co. Subdivision, Recorded in Volume 9522, Page 94, Plat Records, Bexar County, Texas.

**BEGINNING** at a Railroad Spike set for the northwest corner of the herein described tract, said point being in the south right of way line of Nolan Street and the east right of way line of Eda Street;

**THENCE**, S. 89°35'32" E. along the north line of the herein described tract and the south right of way line of Nolan Street a distance of 108.72 feet to a 1/2" iron rod with CEC cap set for a point on a curve to the left having a central angle of 00°30'19", a radius of 724.97, a tangent of 3.20 feet and whose chord bears S.78°46'28" E. a distance of 6.39 feet;

**THENCE**, with and along the arc of said curve to the left a distance of 6.39 feet to a Railroad Spike set for the northeast corner of the herein described tract and the west right of way line of an alley;

**THENCE**, S. 00°24'28" W., along the east line of the herein described tract and the west line of said alley, a distance of 393.24 feet to a 1/2" iron rod with CEC cap set, said point being the southeast corner of the herein described tract and being in the north right of way line of Dawson Street;

**THENCE**, N. 89°35'32" W., along said right of way line and the south line of the herein described tract, a distance of 115.00 feet to a 1/2" iron rod found, for the southwest corner of the herein described tract, said point being in the east right of way line of Eda Street;

**THENCE**, N. 00°24'28" E., along the west line of the herein described tract and the east right of way line of Eda Street, a distance of 394.44 feet to the **POINT OF BEGINNING** and containing 1.041 (45,357 Sq. Ft.) acres of land, more or less.

~~TRACT III~~

**FIELD NOTE DESCRIPTION OF A 0.568 ACRE TRACT** (TRACT IV)

Being a 0.568 (24,743 Sq. Ft.) of an acre tract out of Block 22, N.C.B. 559, City of San Antonio, Bexar County, Texas, and being out of a 0.568 acre tract (Parcel 4) as recorded in Volume 4874, Page 647, Official Records, Bexar County, Texas, and being a portion of Lot 20-23, Block 22, N.C.B. 559, said 0.568 of an acre tract of land being more particularly described as follows:

**SURVEYOR NOTE:**

Bearing reference source is the plat of Crain Dist. Co. Subdivision, Recorded in Volume 9522, Page 94, Plat Records, Bexar County, Texas.

**BEGINNING** at an "X" in concrete set for the southwest corner of the herein described tract, said point being in the southwest corner of Lot 23 and the northwest corner of Lot 24 and in the west right of way line of an alley;

**THENCE**, N. 00°24'28" E. along the west line of the herein described tract and the east right of way line of the alley a distance of 198.00 feet to a ½" iron rod with CEC cap set for the northwest corner of the herein described tract and in the south line of the north 2 feet of Lot 20;

**THENCE**, S. 89°35'32" E. with and along the south line of the north 2 feet of Lot 20 and the north line of the herein described tract, a distance of 124.90 feet to an "X" in concrete set for the northeast corner of the herein described tract, west right of way line of Cherry Street;

**THENCE**, S. 00°24'17" W., along the east line of the herein described tract and the west right of way line of Cherry Street, a distance of 198.00 feet to an "X" in concrete set for the southeast corner of the herein described tract;

**THENCE**, N. 89°35'32" W., along the south line of the herein described tract and the south line of Lot 23 and the north line of Lot 24, a distance of 124.97 feet to the **POINT OF BEGINNING** and containing 0.568 (24,743 Sq. Ft.) acres of land, more or less.

~~XXXXXXXX~~

FIELD NOTE DESCRIPTION OF A 0.283 ACRE TRACT

(TRACT V)

Being a 0.283 (12,337 Sq. Ft.) of an acre tract out of Block 22, N.C.B. 559, City of San Antonio, Bexar County, Texas, and being out of a 0.143 acre tract (Parcel 4) as recorded in Volume 4874, Page 647, Official Records, Bexar County, Texas, and out of a tract as described in Volume 6841, Page 410, Official Records, Bexar County, Texas, and being a portion of Lot 17 and 18, Block 22, N.C.B. 559, said 0.283 of an acre tract of land being more particularly described as follows:

## SURVEYOR NOTE:

Bearing reference source is the plat of Crain Dist. Co. Subdivision, Recorded in Volume 9522, Page 94, Plat Records, Bexar County, Texas.

BEGINNING at a ½" iron rod with CEC cap set for the northwest corner of the herein described tract, said point being in the south right of way line of Nolan Street and the west right of way line of an alley;

THENCE, S. 89°35'32" E. along the north line of the herein described tract and the south right of way line of Nolan Street a distance of 124.96 feet to an "X" in concrete set for the northeast corner of the herein described tract, said point being in the west right of way line of Cherry Street;

THENCE, S. 00°24'17" W., along the east line of the herein described tract and the west right of way line of Cherry Street, a distance of 50.00 feet to an "X" in concrete set, said point being in the west right of way of Cherry Street for a corner of the herein described tract;

THENCE, N. 89°35'32" W. with and along the south line of Lot 17, a distance of 3.39 feet to an "X" in concrete set for a corner of the herein described tract, said point being in the west right of way line of an Cherry Street;

THENCE, S. 00°05'06" E., along the east line of the herein described tract and the west line of Cherry Street, a distance of 50.00 feet to a ½" iron rod with CEC cap set, said point being the southeast corner of the herein described tract and being in the north line of Lot 19 and the South line of Lot 18;

THENCE, N. 89°35'32" W., along the north line of Lot 19, the South line of Lot 18 and the south line of the herein described tract, a distance of 122.00 feet to a ½" iron rod with CEC cap set, for the southwest corner of the herein described tract, said point being the southwest corner of Lot 18 and the northwest corner of Lot 19;

THENCE, N. 00°24'28" E., along the west line of the herein described tract and the east right of way line of an alley, a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.283 (12,337 Sq. Ft.) acres of land, more or less.

XXXXXXX

## Exhibit B

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

1. *Authority.* Seller is a limited partnership duly organized, validly existing, and in good standing under the laws of the state of Texas, with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *Prepaid Rent.* As of closing, Seller has received no prepaid rent except as reflected on the closing statement as a credit to Buyer.

9. *Rollback Taxes.* The Property is not being taxed at a special rate such that a change in use by Buyer after closing could lead to tax liability for periods before closing.

10. *Leases.* There are no leases on any part of the Property, other than an April 3, 2007 lease between Seller as landlord and Hearst Newspapers Partnership, San Antonio Express News Division as tenant for 11 spaces and a rent of \$500 monthly and that is terminable by landlord on 30-days' prior notice.

## **Exhibit C**

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### **Seller's Records**

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Article 1:

#### **Governmental**

records of regulatory proceedings or violations (for example, condemnation, environmental)

#### **Land**

environmental reports

engineering reports

prior surveys

## **Exhibit D**

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### **Notices, Statements, and Certificates**

The following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code

## Exhibit E

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

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

---

**Grantor:** WSK Holdings, LP

**Grantor's Mailing Address (including county):** 1970 South Alamo St., San Antonio, Texas 78204

**Grantee:** City of San Antonio

**Grantee's Mailing Address (including county):** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Director, Asset Management) (Bexar County)

**Consideration:**

**Property:** Three tracts located in the City of San Antonio, Bexar County, Texas and described as Tracts III, IV, and V on **Exhibit A**, which is attached hereto and incorporated herein by reference for all purposes as if fully set forth

**Grantor**, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereto, by, though, or under Grantor but not otherwise.

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

**Assignment of Claims**

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

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

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me by ????????????????

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

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

**Authorizing Ordinance: ??????????**

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**After recording, please return to:**

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

# Real Estate Sales Contract

(EINAV, LLC)

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**Effective Date:** The date a representative of the Title Company signs a receipt for this fully executed contract.

**Authorizing Ordinance:**

**Seller:** EINAV, LLC

**Address:** c/o Efraim Abramoff, 40 N.E. Loop 410, Suite 415,  
San Antonio, Texas 78216 (Bexar County)

**Phone:** 344-1133

**Email:** arieltexasstar@sbcglobal.net

**Type of Entity:** Texas limited liability company

**Buyer:** City of San Antonio

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Kevin Sadler, CIMS) (Bexar County)

**Phone:** 207-4039

**Email:** kevin.sadler@sanantonio.gov

**Type of Entity:** Texas municipal corporation

**Buyer's Counsel:** Kenneth L. Bennight, Jr.

**Address:** City Attorney's Office, P.O. Box 839966, San Antonio, Texas 78283-3966

**Phone:** 207-6168

**Email:** kenneth.bennight@sanantonio.gov

**Property:** Lots 17, 18, and 19, Block 3, New City Block 17403, Neely-Vance Jackson Subdivision, Unit 3, City of San Antonio, Bexar County, Texas, according to a plat recorded in Volume 9527, Page 170, Deed and Plat Records, Bexar County, Texas

**Title Company:** Fidelity National Title San Antonio

**Address:** 18618 Tuscany Stone, Suite #240, San Antonio, Texas 78258

**Phone:** 490-1313

**Fax:** 490-1312

**Purchase Price:** \$1,188,640

**Independent Consideration:** \$100

**Effective Date:** The date on which Title Company acknowledges receipt of a fully executed copy of this agreement.

**Survey Category:** Category 1A Land Title Survey, Condition II

**Earnest Money:** \$25,000

**Buyer's Liquidated Damages:** \$25,000

**County for Performance:** Bexar County, Texas

## 1. Deadlines and Other Dates.

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

- |       |   |  |
|-------|---|--|
| 1.01. | Delivery of Earnest Money   | 10 Days after the Effective Date   |
| 1.02. | Delivery of Title Commitment  | 20 Days after the Effective Date   |
| 1.03. | Delivery of Survey  | 30 Days after Effective Date   |
| 1.04. | Delivery of legible copies of instruments referenced in the Title Commitment and Survey | 30 Days after the Effective Date   |
| 1.05. | Asbestos Survey Deadline  | 30 Days after Effective Date   |
| 1.06. | Delivery of Title and Survey Objections   | 20 Days after the receipt of documents referenced in Title Commitment and Survey |
| 1.07. | Delivery of Seller's records as specified in <b>Exhibit B</b> .                         | 30 Days after the Effective Date   |
| 1.08. | End of Inspection Period  | 60 Days after the Effective Date   |
| 1.09. | Closing Date  | 60 days after the Inspection Period  |
| 1.10. | Closing Time  | 10:00 A.M.   |

The deadlines may be altered by the mutual agreement of the parties. Buyer's consent may be made by the Director of the Capital Improvements Management Services Department without further authorization of City Council.

## 2. Closing Documents.

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

General Warranty Deed

Bill of Sale and Assignment

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

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

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

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

## Purchase Price

2.03. The documents listed in this section are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be substantially in the form attached as **Exhibit D**.

2.04. The deed may except from warranty items items reflected in Schedule B of the latest effective title commitment. It may not except rights of parties in possession, survey-related matters, or other rights not arising out of a recorded instrument.

### **3. Exhibits.**

The following are attached to and are a part of this contract:

Exhibit A—Representations; Environmental Matters

Exhibit B—Seller's Records

Exhibit C—Notices, Statements, and Certificates

Exhibit D—Form of Deed

### **4. Purchase and Sale of Property.**

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

### **5. Interest on Earnest Money.**

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

### **6. Title and Survey.**

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

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

6.05. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment and the Survey to Buyer by the deadline stated in article 1. Seller must likewise deliver to Buyer legible copies of the instruments referenced in the Title Commitment, and Survey by the deadline stated in article 1.

6.06. *Asbestos Survey.* Seller must deliver to Buyer an asbestos survey of the Property not later than Asbestos Survey Deadline, in accordance with the provisions of § 6-293 of the City Code of the City of San Antonio, Texas.

6.07. *Title Objections.* Buyer has until the deadline stated in article 1. ("Title Objection Deadline") to review the Survey and Title Commitment and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that this contract is terminated. In absence of such timely notice, Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice.. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

## **7. Inspection Period.**

7.01. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit B**, or otherwise make those records available for Buyer's review, by the deadline stated in article 1.

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

- b. Buyer may not unreasonably interfere with existing operations or occupants of the Property; and
- d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after terminating the contract.

7.03. *Extension.* Buyer may extend the Inspection Period for an additional 30 days if it determines in its discretion that it needs to perform a Phase II environmental site assessment.

7.04. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Buyer's termination is effective without City Council approval if signed by the Director of Asset Management.

## **8. Independent Consideration.**

As independent consideration for this agreement, Seller acknowledges receipt from Buyer of \$100. This sum is not a credit against the Purchase Price and is not refundable under any circumstance.

## **9. Representations.**

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

## **10. Condition until Closing; Cooperation.**

10.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is

given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

10.02. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). The casualty damage will be deemed to materially affect Buyer's intended use if the estimated amount of the damage exceeds five percent of the Purchase Price. If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

10.03. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

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

10.05. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

## 11. Termination.

### 11.01. *Disposition of Earnest Money after Termination*

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer. Seller retains the Independent Consideration..
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller. Seller retains the Independent Consideration.

11.02. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

## 12. Closing.

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

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.
- f. Buyer need not close if Seller cannot or does not deliver marketable title at closing. If Buyer does not close for want of marketable title, the earnest money is returned to Buyer.
- g. Buyer will receive at closing the basic title policy plus endorsements removing the survey exception and the exception for rights of parties in possession.

12.02. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay:
  - (i) the basic charge for the Title Policy;
  - (ii) one-half of the escrow fee charged by Title Company;
  - (iii) the costs to prepare the deed;
  - (iv) the costs to obtain, deliver, and record releases of all liens to be released at closing;
  - (v) the costs to record all documents to cure Title Objections agreed to be cured by Seller;
  - (vi) Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
  - (vii) the additional premium for the "survey/area and boundary deletion" in the Title Policy
  - (viii) the costs to obtain the Survey and certificates or reports of ad valorem taxes;
  - (ix) the costs to deliver copies of the instruments described in article 1; and
  - (x) Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay:
  - (i) one-half of the escrow fee charged by Title Company;

- (ii) the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
  - (iii) the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and
  - (iv) Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code. In no event is Buyer liable for any roll back taxes.
- d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice.
- e. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- f. *Brokers' Commissions.* Seller must pay the Commission to Broker. Each party represents to the other that no other commissions are due in respect of this transaction.

12.03...*Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

### **13. Default and Remedies.**

13.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer. Seller must also pay to Buyer as liquidated

damages the Buyer's Liquidated Damages. Seller retains the Independent Consideration.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

13.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may, as its sole and exclusive remedy, terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

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

#### **14. Miscellaneous Provisions.**

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

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

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

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

14.05. *Modification.* This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the

same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

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

14.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to conform to the requirement that mailings be done by certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

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

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

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

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

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

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

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

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

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

## **15. Prohibited Interest in Contracts.**

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

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

15.02. Seller warrants and certifies as follows:

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

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

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

**16. Public Information.**

Seller acknowledges that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

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

**Buyer**

City of San Antonio, a Texas  
municipal corporation

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Seller**

EINAV, LLC, a Texas limited liability  
company

Signature:  \_\_\_\_\_

Printed  
Name: Efraim Abramoff

Title: Sole Manager/Member

Date: April 30th, 2008

## Title Company Acceptance of Escrow and Receipt for Contract

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**Seller:** EINAV, LLC

**Address:** c/o Efraim Abramoff, 40 N.E. Loop 410, Suite 415,  
San Antonio, Texas 78216

**Buyer:** City of San Antonio

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

**Property:** Lots 17, 18, and 19, Block 3, New City Block 17403, Neely-Vance  
Jackson Subdivision, Unit 3, City of San Antonio, Bexar County,  
Texas, according to a plat recorded in Volume 9527, Page 170,  
Deed and Plat Records, Bexar County, Texas

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

**Fidelity National Title San Antonio**

By: \_\_\_\_\_

Printed

Name: Debbie Ebarb

Title: Escrow Officer,  
Branch Manager

Date: May , 2008

## Title Company Receipt for Earnest Money

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**Seller:** EINAV, LLC

**Address:** c/o Efraim Abramoff, 40 N.E. Loop 410, Suite 415, San Antonio, Texas 78216

**Buyer:** City of San Antonio

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

**Property:** Lots 17, 18, and 19, Block 3, New City Block 17403, Neely-Vance Jackson Subdivision, Unit 3, City of San Antonio, Bexar County, Texas, according to a plat recorded in Volume 9527, Page 170, Deed and Plat Records, Bexar County, Texas

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

Amount: \_\_\_\_\_

**Fidelity National Title San Antonio**

By: \_\_\_\_\_

Printed

Name: Debbie Ebarb

Title: Escrow Officer,  
Branch Manager

Date: May , 2008

## Exhibit A

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### Representations; Environmental Matters

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

1. *Authority.* Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

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

## **Exhibit B**

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### **Seller's Records**

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in article 1.

#### **Governmental**

governmental licenses, certificates, permits, and approvals

tax statements for the current year and the last three years

notices of appraised value for the current year and the last three years

records of regulatory proceedings or violations (for example, condemnation, environmental)

#### **Land**

soil reports

environmental reports

engineering reports

prior surveys

site plans

#### **Facilities** NONE - N.A.

as-built plans, specifications, and mechanical drawings for improvements

warranty agreements

ADA and other building inspection reports

engineering reports

environmental reports

operating and maintenance plans (for example, asbestos maintenance plans)

life-safety plans

**Leases** NONE - N.A.

Leases

commission and leasing agent agreements

rent roll setting forth for each Lease:

tenant's name

square footage leased

date of expiration of current and renewal terms

renewal options

basic rent and formula for any additional rents

amount of additional rent paid during the last three years

prepaid rent

delinquent rent

security deposit

current tenant or landlord defaults

options to purchase any portion of the Property

rights of first refusal to lease other space

rights to rent concessions, tenant improvements, or other allowances

unpaid or contingent brokerage commissions (including commission on  
renewals)

estoppel letters and/or subordination agreements

## Exhibit C

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### Notices, Statements, and Certificates

The following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code

**Exhibit D**

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

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

---

**Grantor:** EINA V, LLC

**Grantor's Mailing Address:** c/o Efraim Abramoff, 40 N.E. Loop 410, Suite 415, San Antonio, Texas 78216 (Bexar County)

**Grantee:** City of San Antonio

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

**Consideration:** \$1,188,640

**Property:** Lots 17, 18, and 19, Block 3, New City Block 17403, Neely-Vance Jackson Subdivision, Unit 3, City of San Antonio, Bexar County, Texas, according to a plat recorded in Volume 9527, Page 170, Deed and Plat Records, Bexar County, Texas

**Grantor**, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereto.

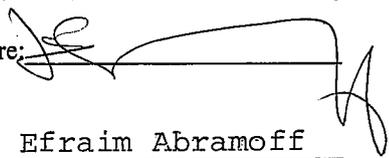
When the context requires, singular nouns and pronouns include the plural and plural ones include the singular.

Grantor warrants that the Property is his sole and separate property.

**Assignment of Claims**

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

**EINAV, LLC**, a Texas limited liability company

Signature: 

Printed Name: Efraim Abramoff

Title: Sole Manager/Member

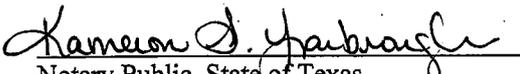
Date: May, 2008

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me this date by Efraim Abramoff of EINAV, LLC, a Texas limited liability company, on behalf of that entity in the capacity stated.

Date: April 30th, 2008

  
Notary Public, State of Texas

My commission expires: 08-30-2011

Authorizing Ordinance:

Approved as to Form:



\_\_\_\_\_  
City Attorney

**After recording, please return to:**  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
(Attention: Director, Capital Improvements Management Services Department)

**CITY OF SAN ANTONIO**  
Department of Capital Improvements Management Services  
(CIMS)  
Real Estate Acquisition Division

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK  
09 AUG 13 AM 9:47

**TO:** Leticia Vacek, City Clerk

**FROM:** George Rodriguez, Assistant Director, CIMS Real Estate 

**COPIES:** Steve Hodges, Real Estate Manager

**SUBJECT:** Real Estate Transaction  
Project Name: Fire Station 1&3 Replacement Project  
Parcel#: 18225  
Ordinance#: 2008-06-19-0576

**DATE:** August 12, 2009

Attached please find the original recorded instrument for the real estate transaction between the City and Shirley Marie Stovall being more fully described as:

Lot S 126 ft of 11, Block 19, New City Block 546, recorded in Volume 9573, Page 74, Real Property Records of Bexar County, Texas

Should any further information be required, please feel free to contact Mary Esther Gaitan at 207-8119.



SCANNED

No. **2009-ED-0008**

THE CITY OF SAN ANTONIO, TEXAS

§  
§  
§  
§  
§

IN THE PROBATE COURT

v.

NO. 2

SHIRLEY MARIE STOVALL

BEXAR COUNTY, TEXAS

**CANCELLATION AND RELEASE OF LIS PENDENS**

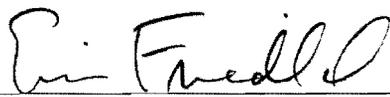


STATE OF TEXAS §  
COUNTY OF BEXAR §

NOTICE is hereby given that the Notice of Lis Pendens filed by the Plaintiff, the City of San Antonio, Texas, in the above cause and of record in Volume 13958, Pages 721-724, Official Public Records of Bexar County, Texas, is hereby cancelled and released. The City of San Antonio, Texas and owner of the subject Property have entered into an agreement for the acquisition of the Property and compensation therefore. The Property subject to said Notice of Lis Pendens and this Cancellation and Release is described as follows and more fully shown on the Plat in Exhibit "A" attached hereto and made a part hereof:

Lot S 126 ft of 11, Block 19, NCB 546, recorded in Volume 9573, Page 74, Real Property Records of Bexar County, Texas

CITY OF SAN ANTONIO

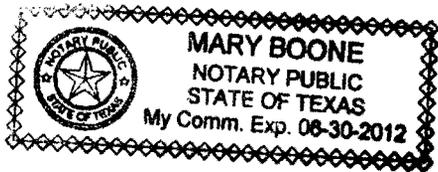
By:   
ERIC FRIEDLAND  
ASSISTANT CITY ATTORNEY  
ATTORNEY FOR PLAINTIFF  
State Bar No. 07458970

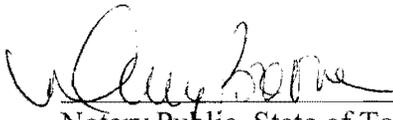
City of San Antonio  
100 South Flores Street  
P. O. Box 839966  
San Antonio, Texas 78283-3966  
Telephone: (210) 207-8949  
Facsimile: (210) 207-4004

THE STATE OF TEXAS     §  
  §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, a Notary Public in and for the above county and state, on this day personally appeared Eric Friedland, Assistant City Attorney, known to me to be the person whose name is subscribed to the foregoing Release of Notice of Lis Pendens as Attorney and Agent for the Plaintiff Condemnor named in said matter, and acknowledged to me that he executed the same as such Attorney and Agent for the Plaintiff Condemnor for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10<sup>th</sup> day of August, 2009.



  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: 6/30/2012



**CITY OF SAN ANTONIO**  
Department of Capital Improvements Management Services  
(CIMS)  
Real Estate Acquisition Division

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK  
09 AUG 13 AM 9:47

**TO:** Leticia Vacek, City Clerk

**FROM:** George Rodriguez, Assistant Director, CIMS Real Estate 

**COPIES:** Steve Hodges, Real Estate Manager

**SUBJECT:** Real Estate Transaction  
Project Name: Fire Station 1&3 (503 Nolan St.)  
Parcel#: 18225  
Ordinance#: 2008-06-19-0576

**DATE:** August 6, 2009

Attached please find the original recorded instrument for the real estate transaction between the City and Shirley Marie Stovall being more fully described as:

A tract of land consisting of the remaining portion of Lot 11, Block 19, New City Block 546, City of San Antonio, as recorded in Volume 11111, page 1508 of the Deed Records of Bexar County, Texas and more fully described in Exhibit A ("Land") together with improvements to the Land("Improvements")

Should any further information be required, please feel free to contact Mary Esther Gaitan at 207-8119.

ATC-STONE OAK

05009599

SCANNED

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

SPECIAL WARRANTY DEED  
(AND ASSIGNMENT OF CLAIMS)

503 Nolan St. (PARCEL 18225)

Authorizing Ordinance: 2008-06-19-0576



Grantor: Shirley Marie Stovall

Grantor's Mailing Address (including county): 1702 Wyoming Ave, San Angelo, TX 76904 (Tom Green County)

Grantee: City of San Antonio

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

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

Property: A tract of land consisting of the remaining portion oof Lot 11, Block 19, NCB 546, City of San Antonio, as recorded in Volume 11111, page 1508 of the Deed Records of bexar Coutny, Texas and more fully described in Exhibit A ("Land") together with improvements to the Land ("Improvements").

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.



05009599

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

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

---

503 Nolan St.

**Authorizing Ordinance:** 2008-06-19-0576

**Grantor:** Shirley Marie Stovall

**Grantor's Mailing Address (including county):** 1702 Wyoming Ave, San Angelo, TX 76904 (Tom Green County)

**Grantee:** City of San Antonio

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

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

**Property:** A tract of land consisting of the remaining portion of Lot 11, Block 19, NCB 546, City of San Antonio, as recorded in Volume 11111, page 1508 of the Deed Records of Bexar County, Texas and more fully described in Exhibit A ("Land") together with improvements to the Land ("Improvements").

**Grantor**, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

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

Grantor warrants that the Property is hers sole and separate property.

**Assignment of Claims**

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

Shirley Marie Stovall  
Shirley Marie Stovall

July 28, 2009  
Date

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me by Shirley Marie Stovall.

Date: 7/28/09



Sylvia S. Estrada  
Notary Public, State of Texas

My commission expires: 7/23/2013

Approved as to Form:

[Signature]  
City Attorney

**After recording, please return to:**

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

## Exhibit A

---

**Metes and Bounds  
Remaining Portion of  
Lot 11, Block 19, N.C.B. 546  
City of San Antonio  
Parcel No. 18225  
Fire Station 1 & 3 Replacement Project  
July 21, 2009**

Being the remaining portion of Lot 11, Block 19, New City Block 546, City of San Antonio, as recorded in Volume 11111, Page 1508 of the Deed Records of Bexar County, Texas, and being more particularly described as follows:

**Beginning;** at a set ½" iron rod with cap "GRE 3501" being the southwest corner of said Block 19 at the northeast right-of-way intersection of Nolan Street (55.6' R.O.W.) and N. Cherry (55.6' R.O.W.) for the southwest corner of this tract described herein;

**Thence;** North, 129.00 feet along the east R.O.W. line of said N. Cherry to a set MAG nail in concrete for the northwest corner of this tract described herein;

**Thence;** East, 52.08 feet, departing said R.O.W. line and along the south line of Lot 19, Block 19, N.C.B. 546 as recorded in Volume 9522, Page 94 of the Deed and Plat Records of Bexar County, Texas, to a found cut cross on a concrete retaining wall being the northwest corner of the remaining portion of Lot 12, Block 19, N.C.B. 546 as recorded in Volume 10869, Page 2407 of the Deed Records of Bexar County, Texas, for the northeast corner of this tract described herein;

**Thence;** South, 129.00 feet along the west line of said Lot 12 to a set ½" iron rod with cap "GRE 3501" on the north R.O.W. line of said Nolan Street, being the southwest corner of said Lot 12, for the southeast corner of this tract described herein;

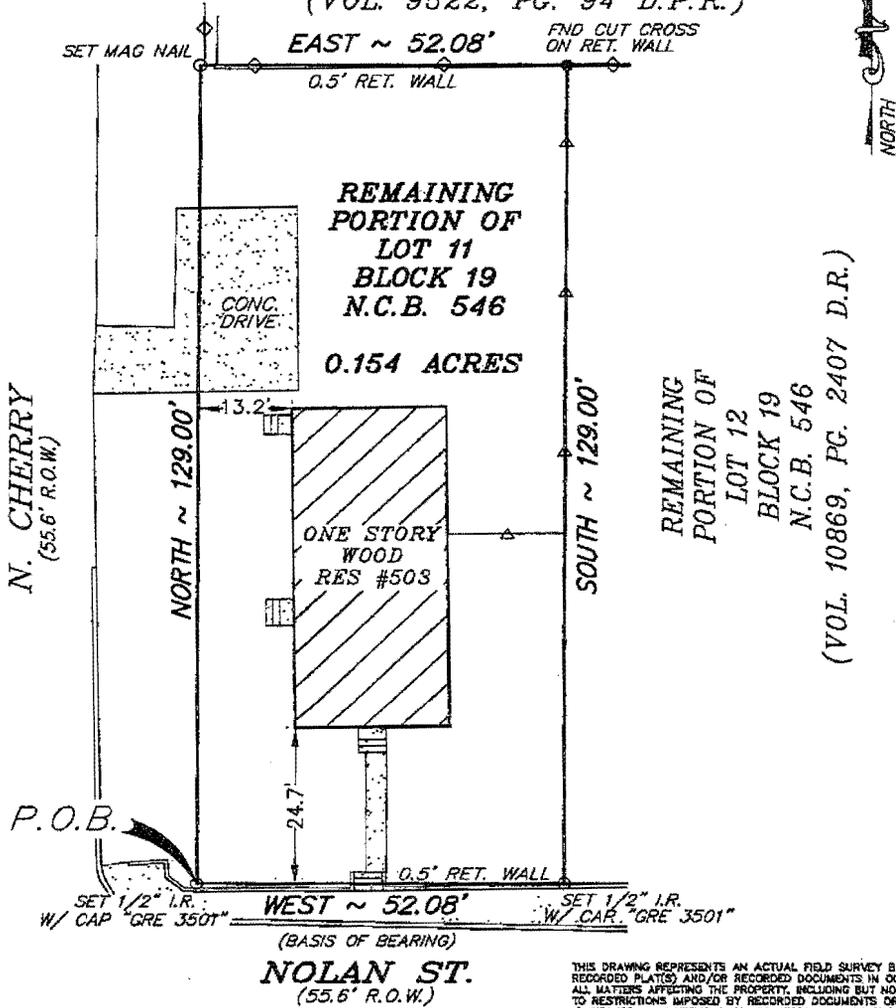
**Thence;** West, 52.08 feet, along said R.O.W. line, to the **POINT OF BEGINNING** and containing 0.154 acres of land, more or less, as surveyed on the ground by GE Reaves Engineering, Inc. on July 20, 2009.

Gaylord E. Reaves, RPLS 3501



X BARBED WIRE | Δ SMOOTH WIRE | --- WOOD FENCE  
 o IRON FENCE | ◊ CHAIN LINK FENCE | --- WATER FLOW

LOT 19  
 BLOCK 19  
 N.C.B. 546  
 (VOL. 9522, PG. 94 D.P.R.)



REMAINING PORTION OF LOT 12 BLOCK 19 N.C.B. 546 (VOL. 10869, PG. 2407 D.R.)

PARCEL NO. 18225  
 FIRE STATION 1 & 3 REPLACEMENT PROJECT

BASIS OF BEARING IS RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND  
 SCALE: 1"=20' DATE OF SURVEY: 7/20/09 COMPUTED BY: KCK DRAWN BY: KCK CHECKED BY: GER

Lot(s) 11 Block 19 N.C.B. 546  
 Addition or Subdivision CITY OF SAN ANTONIO  
 Volume 11111, Page 1508 of the DEED records of BEXAR County, Texas.  
 Address: 503 NOLAN GF No. ~  
 Reference name: CITY OF SAN ANTONIO

To: The Lihholder and/or Landowner and to \_\_\_\_\_  
 I, Gaylord E. Reaves a Registered Land Surveyor in the State of Texas, do hereby certify that the above plat is true and correct according to an actual survey made on the ground, under my supervision. I further certify that all easements and right-of-ways of which I have been advised are shown hereon and that, except as shown hereon, there are no apparent encroachments, overlapping of improvements or conflicts in the boundary lines, and no obvious physical evidence of easements or right-of-ways by use as of the date of the field survey. This certification is made and limited to those persons or entities shown on the face of this survey and is non-transferable.

**GRE** GE Reaves Engineering, Inc.  
 P.O. Box 791793  
 San Antonio, Tx. 78279-1793  
 (210) 490-4506, Fax 490-4812

THIS DRAWING REPRESENTS AN ACTUAL FIELD SURVEY BASED ON RECORDED PLATS AND/OR RECORDED DOCUMENTS IN OUR FILES. ALL MATTERS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO RESTRICTIONS IMPOSED BY RECORDED DOCUMENTS OR ZONING /LAND USE REGULATIONS, MAY NOT NECESSARILY BE SHOWN. THE BUYER/OWNER IS ADVISED TO CONSULT WITH A QUALIFIED TITLE EXAMINER TO DETERMINE THE EXISTENCE AND LOCATION OF ANY SUCH LIMITATIONS AND THE EFFECT IT MAY HAVE ON THE CONTEMPLATED LAND USE.

*Gaylord E. Reaves*  
 Registered Professional Land Surveyor

Date	Revision	By

JOB NO. 34133\*

Doc# 20090146309  
# Pages 5  
07/30/2009 15:38:42 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Fees 28.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
07/30/2009 15:38:42 PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard Rickhoff*

*File*

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CITY OF SAN ANTONIO  
CITY CLERK  
29 AUG 08 PM 1:18

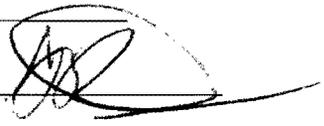
**CITY OF SAN ANTONIO**

Department of Capital Improvements Management  
(CIMS)

Real Estate Acquisition Division

**TO:** Leticia Vacek, City Clerk

**FROM:** George Rodriguez, Assistant Director, CIMS Real Estate



**COPIES:** Steve Hodges, Real Estate Manager  
Denise Shaffer, Contracts Manager

**SUBJECT:** Real Estate Transaction

**DATE:** December 29, 2008

Attached please find the original recorded instrument for the real estate transaction between the City and Antonio Frausto and Maria Frausto being more fully described as:

**Three tracts located in the City of San Antonio, Bexar County, Texas and described on Exhibit A, which is attached hereto and incorporated herein by reference for all purposes as if fully set forth.**

Should any further information be required, please feel free to contact Mary Esther Gaitan at 207-8119.

ORD: 2008-06-19-0576

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

SPECIAL WARRANTY DEED  
(AND ASSIGNMENT OF CLAIMS)

CHICAGO TITLE CO'S 2008245192 (5)

**Grantor:** WSK Holdings, LP, a Texas limited partnership

**Grantor's Mailing Address (including county):** 611 N. Cherry Street, San Antonio, Texas 78202 (Bexar County)

**Grantee:** City of San Antonio

**Grantee's Mailing Address (including county):** P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Asset Management) (Bexar County)

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00)

**Property:** Three tracts located in the City of San Antonio, Bexar County, Texas and described on Exhibit A, which is attached hereto and incorporated herein by reference for all purposes as if fully set forth

**Grantor**, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereto, by, though, or under Grantor but not otherwise.

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

**Assignment of Claims**

In addition to the conveyance of real estate addressed above, Grantor hereby assigns to Grantee all choate and inchoate statutory and common-law claims, if any, it may have against its

predecessors in title and against any other potentially responsible person for environmental contamination of the Property now known or later found to exist.

November 6, 2008, to be effective

Date: November 13, 2008.

WSK HOLDINGS, LP

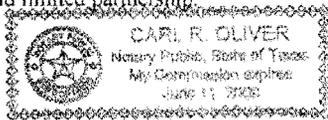
By: WSK Management Holdings, LLC  
Its: General Partner

By: [Signature]  
Name: Scott Hollingshead  
Title: Vice-President

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on November 6, 2008, by Scott Hollingshead, as Vice-President of WSK Management Holdings, LLC, a Texas limited liability company, as General Partner of WSK HOLDINGS, LP, a Texas limited partnership, on behalf of said limited partnership.



[Signature]  
Notary Public, State of Texas

Authorizing Ordinance: 2008-06-19-0576

Approved as to Form:

[Signature]  
City Attorney

After recording, please return to:

City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
(Attention: Carroll Coston, Second Floor, Municipal Plaza Bldg.)

Exhibit A

FIELD NOTE DESCRIPTION OF A 1.041 ACRE TRACT

Being a 1.041 (45,357 Sq. Ft.) acre tract out of Block 22, N.C.B. 559, City of San Antonio, Bexar County, Texas, and being out of a 1.041 acre tract (Parcel 4) as recorded in Volume 4874, Page 647, Official Records, Bexar County, Texas, and being all of Lots 9-16, Block 22, N.C.B. 559, said 1.041 acre tract of land being more particularly described as follows:

SURVEYOR NOTE:

Bearing reference source is the plat of Crain Dist. Co. Subdivision, Recorded in Volume 5522, Page 94, Plat Records, Bexar County, Texas.

BEGINNING at a Railroad Spike set for the northwest corner of the herein described tract, said point being in the south right of way line of Nolan Street and the east right of way line of Eda Street;

THENCE, S. 89°35'32" E., along the north line of the herein described tract and the south right of way line of Nolan Street a distance of 108.72 feet to a 1/2" iron rod with CEC cap set for a point on a curve to the left having a central angle of 00°30'19", a radius of 724.97, a tangent of 3.20 feet and whose chord bears S. 78°46'28" E. a distance of 6.39 feet;

THENCE, with and along the arc of said curve to the left a distance of 6.39 feet to a Railroad Spike set for the northeast corner of the herein described tract and the west right of way line of an alley;

THENCE, S. 00°24'28" W., along the east line of the herein described tract and the west line of said alley, a distance of 393.24 feet to a 1/2" iron rod with CEC cap set, said point being the southeast corner of the herein described tract and being in the north right of way line of Dawson Street;

THENCE, N. 89°35'32" W., along said right of way line and the south line of the herein described tract, a distance of 115.00 feet to a 1/2" iron rod found, for the southwest corner of the herein described tract, said point being in the east right of way line of Eda Street;

THENCE, N. 00°24'28" E., along the west line of the herein described tract and the east right of way line of Eda Street, a distance of 394.44 feet to the POINT OF BEGINNING and containing 1.041 (45,357 Sq. Ft.) acres of land, more or less.

FIELD NOTE DESCRIPTION OF A 0.568 ACRE TRACT

Being a 0.568 (24,743 Sq. Ft.) of an acre tract out of Block 22, N.C.B. 559, City of San Antonio, Bexar County, Texas, and being out of a 0.568 acre tract (Parcel 4) as recorded in Volume 4874, Page 647, Official Records, Bexar County, Texas, and being a portion of Lot 20-23, Block 22, N.C.B. 559, said 0.568 of an acre tract of land being more particularly described as follows:

SURVEYOR NOTE:

Bearing reference source is the plat of Crain Dist. Co. Subdivision, Recorded in Volume 9522, Page 94, Plat Records, Bexar County, Texas.

BEGINNING at an "X" in concrete set for the southwest corner of the herein described tract, said point being in the southwest corner of Lot 23 and the northwest corner of Lot 24 and in the west right of way line of an alley;

THENCE, N. 00°24'28" E. along the west line of the herein described tract and the east right of way line of the alley a distance of 198.00 feet to a 1/2" iron rod with CEC cap set for the northwest corner of the herein described tract and in the south line of the north 2 feet of Lot 20;

THENCE, S. 89°35'32" E. with and along the south line of the north 2 feet of Lot 20 and the north line of the herein described tract, a distance of 124.90 feet to an "X" in concrete set for the northeast corner of the herein described tract, west right of way line of Cherry Street;

THENCE, S. 00°24'17"W., along the east line of the herein described tract and the west right of way line of Cherry Street, a distance of 198.00 feet to an "X" in concrete set for the southeast corner of the herein described tract;

THENCE, N. 89°35'32" W., along the south line of the herein described tract and the south line of Lot 23 and the north line of Lot 24, a distance of 124.97 feet to the POINT OF BEGINNING and containing 0.568 (24,743 Sq. Ft.) acres of land, more or less.

FIELD NOTE DESCRIPTION OF A 0.283 ACRE TRACT

Being a 0.283 (12,337 Sq. Ft.) of an acre tract out of Block 22, N.C.B. 559, City of San Antonio, Bexar County, Texas, and being out of a 0.143 acre tract (Parcel 4) as recorded in Volume 4574, Page 647, Official Records, Bexar County, Texas, and out of a tract as described in Volume 6841, Page 410, Official Records, Bexar County, Texas, and being a portion of Lot 17 and 18, Block 22, N.C.B. 559, said 0.283 of an acre tract of land being more particularly described as follows:

SURVEYOR NOTE:

Bearing reference source is the plat of Crain Dist. Co. Subdivision, Recorded in Volume 9522, Page 94, Plat Records, Bexar County, Texas.

BEGINNING at a 1/2" iron rod with CEC cap set for the northwest corner of the herein described tract, said point being in the south right of way line of Nolan Street and the west right of way line of an alley;

THENCE, S. 89°35'32" E. along the north line of the herein described tract and the south right of way line of Nolan Street a distance of 124.96 feet to an "X" in concrete set for the northeast corner of the herein described tract, said point being in the west right of way line of Cherry Street;

THENCE, S. 00°24'17" W., along the east line of the herein described tract and the west right of way line of Cherry Street, a distance of 50.00 feet to an "X" in concrete set, said point being in the west right of way of Cherry Street for a corner of the herein described tract;

THENCE, N. 89°35'32" W. with and along the south line of Lot 17, a distance of 3.39 feet to an "X" in concrete set for a corner of the herein described tract, said point being in the west right of way line of an Alley Street;

THENCE, S. 00°05'06" E., along the east line of the herein described tract and the west line of Cherry Street, a distance of 50.00 feet to a 1/2" iron rod with CEC cap set, said point being the southeast corner of the herein described tract and being in the north line of Lot 19 and the South line of Lot 18;

THENCE, N. 89°35'32" W., along the north line of Lot 19, the South line of Lot 18 and the south line of the herein described tract, a distance of 122.05 feet to a 1/2" iron rod with CEC cap set, for the southwest corner of the herein described tract, said point being the southwest corner of Lot 18 and the northwest corner of Lot 19;

THENCE, N. 00°24'28" E., along the west line of the herein described tract and the east right of way line of an alley, a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.283 (12,337 Sq. Ft.) acres of land, more or less.

Doc# 20080245192  
# Pages 6  
11/13/2008 14:15:05 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Fees 32.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
11/13/2008 14:15:05 PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard Rickhoff*

**CITY OF SAN ANTONIO**  
Department of Capital Improvements Management Services  
(CIMS)  
Real Estate Acquisition Division

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK  
09 AUG 31 PM 1:18

**TO:** Leticia Vacek, City Clerk

**FROM:** George Rodriguez, Assistant Director, CIMS Real Estate 

**COPIES:** Steve Hodges, Real Estate Manager  
Denise Shaffer, Contracts Manager  
Mary Esther Gaitan, Senior Real Estate Specialist

**SUBJECT:** Real Estate Transaction

**DATE:** August 20, 2008

Attached please find the original recorded instrument for the real estate transaction between the City and Antonio Frausto and Maria Frausto being more fully described as:

**A Triangle shaped tract of land containing 18.00 square feet out of Lot 17, Block 4, New City Block 6247, Pershing Place, a subdivision of the City of San Antonio, recorded in Volume 368, Page 286, Deed and Plat Records of Bexar County, Texas, at the intersection of Finton Avenue and Mock Place, and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof.**

Should any further information be required, please feel free to contact Mary Esther Gaitan, Senior Real Estate Specialist at 207-8119.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.**

DS/8/14/08  
2007-12-13-1315

Parcel: 18175  
Project: Finton Avenue - Dart to IH-35

**SCANNED**

**WARRANTY DEED**



STATE OF TEXAS }  
                                  }  
COUNTY OF BEXAR }

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, ANTONIO FRAUSTO AND MARIA FRAUSTO, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of **ONE HUNDRED AND NO/100 (\$100.00) DOLLARS**, to it in hand paid by the "GRANTEE", the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the **CITY OF SAN ANTONIO**, hereinafter referred to as "GRANTEE", a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

**A Triangle shaped tract of land containing 18.00 square feet out of Lot 17, Block 4, New City Block 6247, Pershing Place, a subdivision of the City of San Antonio, recorded in Volume 368, Page 286, Deed and Plat Records of Bexar County, Texas, at the intersection of Finton Avenue and Mock Place, and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;**

It is further understood and agreed that the consideration received by the **GRANTORS** is also in full payment for all damages to the remaining property, if any, of the **GRANTORS**.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, its successors and assigns forever; and **GRANTORS** do hereby bind themselves, its legal representatives, successors and/or assigns, to **WARRANT and FOREVER DEFEND** all and singular the said premises unto the said **GRANTEE**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 17 day of August, 2008.

\_\_\_\_\_  
ANTONIO FRAUSTO

\_\_\_\_\_  
MARIA FRAUSTO



STATE OF TEXAS }  
                                  }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 17 day of August, 2008, by **ANTONIO FRAUSTO AND MARIA FRAUSTO**

\_\_\_\_\_  
Notary Public Signature

**AFTER RECORDING  
PLEASE RETURN TO:**  
Real Estate Section/5<sup>th</sup> Floor  
City of San Antonio  
P. O. Box 839966  
San Antonio, TX. 78283-3966

**EXHIBIT "A"**

**LNV ENGINEERING  
ENGINEERS & CONSULTANTS**

801 Navigation, Suite 300  
Corpus Christi, Texas 78408  
(361) 883-1984-Fax (361) 883-1986

**Parcel No. 18175 / Finton Ave. (Dart to IH-35)**

A metes and bounds description of a 18.00 square foot tract of land out of Lot 17, Block 4, NCB 6247, Pershing Place, a subdivision of the City of San Antonio, Texas recorded in Volume 368, Page 286, Bexar County, Texas Map Records, at the intersection of the northwest right-of-way line of said Finton Avenue and the northeast right-of-way line of Dart Street and being more particularly described by **Metes and Bounds** as follows:

**Beginning** at a point at the most southerly corner of said Lot 17 at the intersection of the northwest right-of-way line of said Finton Avenue and the northwest right-of-way line of said Dart Street for the most **Southerly** and **Beginning** corner of the tract herein described;

Thence **North 26°-48'-16" West**, with the northeast right-of-way line of said Dart Street, a distance of **6.00** feet to an iron rod set for the most **Westerly** corner of the tract herein described;

Thence **South 71°-42'-51" East**, a distance of **8.51** feet to an iron rod set in the north right-of-way line of said Finton Avenue for the most **Easterly** corner of the tract herein described;

Thence **South 63°-24'-45" West**, with the north right-of-way line of said Finton Avenue, a distance of **6.00** feet to the **Point of Beginning**.

Containing **18.00** square feet of land.

**State of Texas  
County of Bexar**

I, **Horacio Oliveira**, a Registered Professional Land Surveyor, of **LNV Engineers & Consultants**, do hereby certify that the foregoing **Field Note Description** was prepared from office information and from a survey made on the ground under my direction, that there are no encroachments, except as shown and that this survey conforms to the current Texas Surveyor's Association Standards and Specifications for a Category 1-A, Land Title Survey.

This the 31<sup>ST</sup> day of May 2007.

*Horacio Oliveira*

**Horacio Oliveira**  
State of Texas License No. 1415



All bearings are based on NAD 83 State Plane Coordinates, Texas, South Central Zone 4204  
Original survey plat of Pershing Place does not provide bearings.

THIS METES AND BOUNDS IS THE PROPERTY OF LNV ENGINEERING, INC.: AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ANY UNAUTHORIZED AGENT OF LNV ENGINEERING INC.: LNV ENGINEERING INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS METES AND BOUNDS FOR ANY PURPOSE AFTER SIX MONTHS FROM THE DATE INDICATED ON THIS METES AND BOUNDS.

FINTON AVE. (DART ST. TO IH-35)  
 PARCEL NO. 18175



SCALE: 1" = 30'

LINE	BEARINGS	DISTANCE
L1	N 26° 48' 16" W	6.00'
L2	S 71° 42' 52" E	8.51'
L3	S 63° 24' 45" W	6.00'

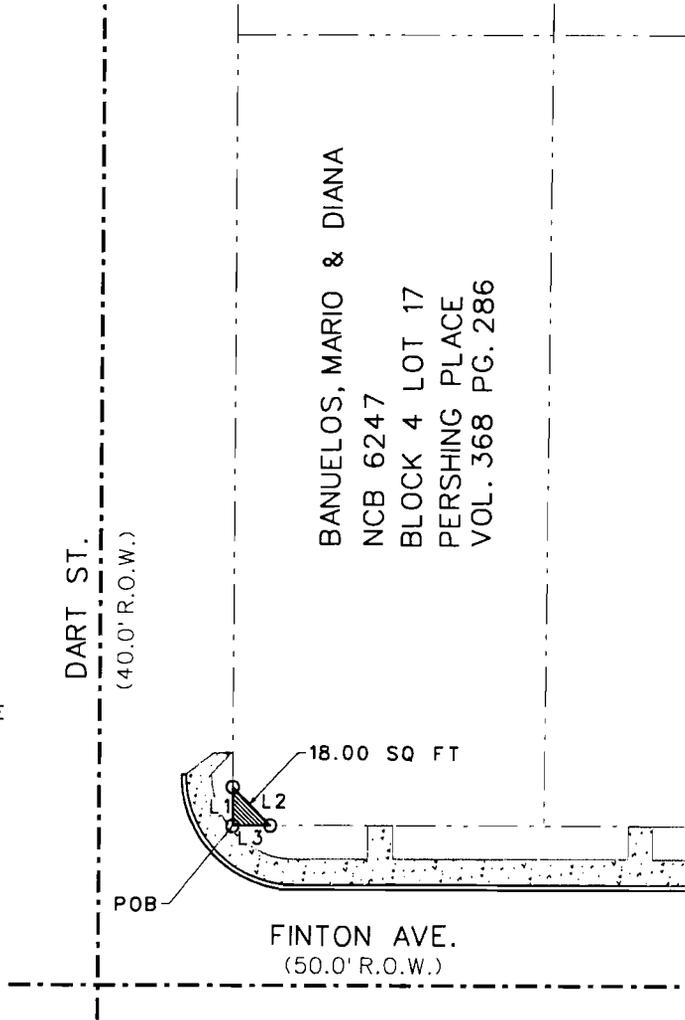
A METES AND BOUNDS  
 DESCRIPTION OF EVEN DATE  
 HERewith ACCOMPANIES THIS  
 EXHIBIT.

**BEARING SOURCE:**

ORIGINAL PLAT OF PERSHING PLACE  
 DOES NOT PROVIDE BEARINGS

BASIS OF BEARINGS IS  
 STATE PLANE COORDINATES,  
 N.A.D. 83, TEXAS SOUTH  
 CENTRAL ZONE

O • DENOTES SET 5/8" IRON ROD.



BEING: 18.00 SQUARE FEET OUT OF LOT 17  
 OF PERSHING PLACE AS RECORDED IN  
 VOLUME 368 PAGE 286 OF DEED AND PLAT  
 RECORDS OF BEXAR COUNTY, TEXAS.

**LNv ENGINEERING**  
 engineers & consultants  
 8818 TESORO DRIVE  
 SAN ANTONIO, TEXAS 78217

THIS DRAWING IS THE PROPERTY OF LNV ENGINEERING, INC. AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF LNV ENGINEERING, INC. LNV ENGINEERING, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS DRAWING FOR ANY PURPOSE AFTER SIX MONTHS FROM THE DATE INDICATED ON THIS DRAWING. ALL RIGHTS RESERVED. COPYRIGHT 2007. LNV ENGINEERING, INC. ©

STATE OF TEXAS  
 COUNTY OF BEXAR

I, Horacio Oliveira, a Registered Professional Land Surveyor, hereby certify that the foregoing map was prepared from surveys made on the ground under my direction and is true and correct; that I have been engaged under contract to set all lot and block corners as shown hereon and to complete such operation with due and reasonable diligence consistent with sound professional practice.

This the 14<sup>th</sup> day of May, 2007

*Horacio Oliveira*

Horacio Oliveira, R.P.L.S.  
 State of Texas Lic. No. 1415





**CITY OF SAN ANTONIO**  
**Request for Council Action**

Agenda Item # 36  
Council Meeting Date: 6/19/2008  
RFCAs Tracking No: R-3359

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**DEPARTMENT:** Capital Improvements  
Management Services

**DEPARTMENT HEAD:** Mike Frisbie

**COUNCIL DISTRICT(S) IMPACTED:**  
Council District 2, Council District 8

**SUBJECT:**  
Acquisition of 8 (eight) Parcels for Fire Station Capital Improvement Program

**SUMMARY:**

This ordinance authorizes the appropriation of \$2,240,140.00 for the acquisition of fee simple title in 8 (eight) separate parcels of privately owned real property and for other expenses associated with acquiring these properties as authorized under the Fire Station Capital Improvement Program. These properties are for the replacement of Fire Stations No. 1 and No. 3 as well as a new Fire Station No. 51. This ordinance authorizes City staff to acquire these properties at fair market value by negotiation and/or condemnation, and authorizes the City Attorney and/or designated special counsel to file eminent domain proceedings, if necessary.

**BACKGROUND INFORMATION:**

Funds are now requested for the acquisition of fee simple title in 8 (eight) parcels of privately owned real property and for other expenses associated with acquiring these properties, for the replacement of Fire Stations No. 1 and No. 3, as well as a new Fire Station No. 51. The proposed budget will allow staff to complete required environmental site assessments, property appraisals, site preparation costs, fees to professional contractors, and other related expenses in connection with future property acquisitions to house fire department resources in several areas of San Antonio.

The replacement project for Fire Stations No. 1 and No. 3 will allow for both stations to be replaced and combined into one facility. Land has been identified on Cherry Street between Nolan Street and Dawson Street. The site selected is located in Council District 2.

The I.H.10 and De Zavala area was identified by the Fire Department for the location of a new Fire Station No. 51 in Council District 8 to address response time. Land has been located on Vance Jackson and Beckwith, and will be in Council District 8.

Staff is still researching suitable land for the replacement and the building of the other seven facilities in the Fire Station Replacement capital project which include:

- Fire Station No. 2, located at 601 Gillette is located in Council District 3;
- Fire Station No. 18, located at 1463 S. W.W. White Road is located in Council District 2;
- Fire Station No. 19, located at 2307 Vance Jackson is located in Council District 1;
- Fire Station No. 27, located at 1518 Hillcrest is located in Council District 7;
- Fire Station No. 28, located at 815 El Monte is located in Council District 1;
- Fire Station No. 30, located at 919 Gemblar is located in Council District 2; and
- Fire Station No. 32, located at 2235 Babcock is located in Council District 8.

Additional items will be brought forward to City Council for approval once suitable properties are identified for these other six replacements.

These acquisitions are consistent with policies adopted by the City Council for the acquisition of properties for replacement of the nine current fire stations.

City staff continues to work toward acquiring these properties through negotiation. However, some properties may be unobtainable through the standard acquisition process due to title issues, inability to contact the owners, or stalled negotiations regarding the perceived value of the property. Fee simple title is required for the Fire Station Capital Improvement Program.

**ISSUE:**

Property acquisitions, including those proposed by this ordinance, are a necessary step in implementing the Fire Station Replacement Program. For this reason, staff is requesting that City Council authorize the acquisition of these properties by condemnation in the event we are unable to acquire them through willing negotiations.

**ALTERNATIVES:**

The alternative to approval of this item would be to continue negotiations for the property acquisitions, however, this could result in project delay should negotiations continue to be unsuccessful.

Another alternative may require identifying other locations for the Fire Station Capital Improvement Program.

**FISCAL IMPACT:**

Ordinance 2007-09-20-1015 previously authorized the establishment of a budget of \$5,000.00 for Fire Station 1 & 3, and \$5,000.00 for Fire Station 51 to complete required environmental site assessments and property appraisals.

This Ordinance: 1) amends the budget of the Fire Station 51 capital project and the Replace Fire Stations 1 and 3 capital project; 2) appropriates funds and 3) authorizes expenditures for land acquisition, title and associated fees, as shown in the table below:

<b>Project</b>	<b>Amount</b>	<b>Funding Source</b>
FS #1 and 3	\$991,500.00	Fire Department's Issued 2000 Certificate of

		Obligations
FS #51	\$1,248,640.00	Fire Department's Issued 2006 Certificate of Obligations

Funds are currently available in the Fire Department's 2000 and 2006 Issued Certificates of Obligations. All appropriations are in accordance with the FY 2008 Adopted Capital Improvement Program Budget.

**RECOMMENDATION:**

Staff recommends approval of the acquisition of each of the parcels identified in this Ordinance in order to expedite the replacement of these Fire Stations No. 1 & 3 as well as construction of the new Fire Station No. 51 to ensure the health and safety of our citizens.

**ATTACHMENT(S):**

File Description	File Name
<a href="#">Sales Contract Fire Stations 1 &amp; 3</a>	Parcel 18222 signed contract.FS 1 and 3.pdf
<a href="#">Sales Contract Fire Station 51</a>	Parcel 18234 signed contract.FS 51.pdf
<a href="#">NCB Table of Property</a>	FIRE STATION 1&3, 51 TABLE OF NCB.pdf
<a href="#">Fiscal Impact Sheet 1 &amp; 3</a>	landacqstationReplacement1and3budget060308.xls
<a href="#">Fiscal Impact Sheet 51</a>	landacqstation51budget051708.xls
<a href="#">Map Fire Stations 1 &amp; 3</a>	Firestation 1 & 3.pdf
<a href="#">Map Fire Station 51</a>	Firestation #51.pdf
<a href="#">Voting Results</a>	
<a href="#">Ordinance/Supplemental Documents</a>	200806190576.pdf

**DEPARTMENT HEAD AUTHORIZATIONS:**

Carl Wedige Assistant Chief SAFD

Mike Frisbie Director Capital Improvements Management Services

**APPROVED FOR COUNCIL CONSIDERATION:**

Penny Postoak Ferguson Assistant City Manager