

AN ORDINANCE 2015-10-22-0905

APPROVING THE PRICE, TERMS, AND CONDITIONS OF SALE BY OUR SA, ALSO KNOWN AS THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, OF APPROXIMATELY 0.3742 AND 0.2813-ACRES, RESPECTIVELY, OF UNDEVELOPED REAL PROPERTY, LEGALLY DESCRIBED AS LOT 17, BLOCK 2, NCB 1492 AND LOT 13, BLOCK 3, NCB 1495 IN COUNCIL DISTRICT 2, FOR A TOTAL SUM OF \$16,000.00; AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS BY OUR SA IN CONNECTION THEREWITH.

* * * * *

WHEREAS, OUR SA, also known as the Urban Renewal Agency of the City of San Antonio (“OUR SA”) has offered for sale two (2) parcels of land identified as Lot 17, Block 2, NCB 1492 and Lot 13, Block 3, NCB 1495 in Council District 2 (the “Disposition Parcels”); and

WHEREAS, in accordance with Section 374.017 (g) of the Texas Local Government Code, OUR SA conducted the sale through competitive sealed bids after advertising the offer in an official publication or newspaper of general circulation for fourteen days and invited bids for the purchase of the Disposition Parcels; and

WHEREAS, JMI, a demolition, site preparation and debris removal business made the highest and best responsible bid on the Disposition Parcels; and

WHEREAS, in accordance with Section 374.017 (a) (1), OUR SA has agreed to the sale of the Disposition Parcels to JMI for a total of \$16,000.00, to establish a principal business location and create 6 to 8 jobs over the next 15 months; and

WHEREAS, the sale of the above-described parcels is now conditioned only upon the acceptance and approval by the City Council of the City of San Antonio of OUR SA’s proposed price, terms, and conditions of sale; **NOW THEREFORE:**

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

SECTION 1. The price, terms, and conditions of sale by OUR SA, also known as the Urban Renewal Agency of the City of San Antonio (“OUR SA”), of parcels of land identified as Lot 17, Block 2, NCB 1492 and Lot 13, Block 3, NCB 1495 in Council District 2 is hereby approved as hereinafter set forth:

- (A) Sale of the above-described parcels shall be to JMI for the total consideration of \$16,000.00; and
- (B) Sale of said parcels shall be pursuant to the terms and conditions set forth in OUR SA’s disposition documents (including, but not limited to, the Warranty Deed, the

Contract for Sale of Land and any amendments, copies of which are attached hereto as **Attachment I**).

SECTION 2. The City Manager, or in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager, or the Director of the Department of Planning and Community Development is hereby authorized to execute any and all documents necessary to effectuate the sale of the parcels.

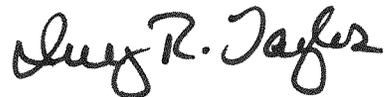
SECTION 3. Funds generated by this Ordinance will be deposited into Fund 28035000, Internal Order 131000001825 and General Ledger 4903101.

SECTION 4. The disposition of surplus property must be coordinated through the City's Finance Department to assure the removal of these assets from the City's financial records and to record the proper accounting transactions.

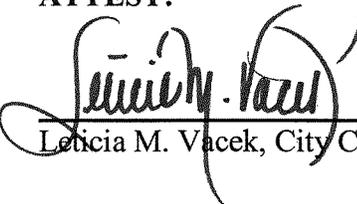
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 22nd day of October, 2015.

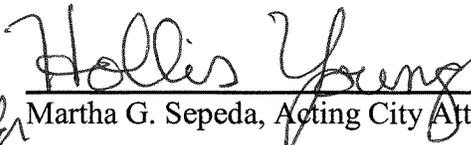

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Martha G. Sepeda, Acting City Attorney

Agenda Item:	9 (in consent vote: 4, 6, 7, 8, 9, 10, 11, 12, 15)
Date:	10/22/2015
Time:	09:30:57 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving the price, terms, and conditions of sale by the Urban Renewal Agency of the City of San Antonio (OUR SA) of approximately 0.3742 and 0.2813 acres respectively of undeveloped real property, located at 103 Connelly and near the intersection of Connelly and Hedges in Council District 2, for a total sum of \$16,000.00 to JMI Inc.; and authorizing the execution of any and all documents by OUR SA in connection therewith. [Lori Houston, Assistant City Manager / Acting Director, Center City Development and Operations]
Result:	Passed

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

ATTACHMENT I

Parcel 1473-5 Project NEW BRAUNFELS CORRIDOR

\$500
#169702
Connelly

1051473 WARRANTY DEED

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

That I, ANITA VALDEZ GONZALES, a single woman
hereinafter called "Grantors", of the County of Bexar, State of Texas, for and in consideration of the sum of SEVENTEEN

THOUSAND AND NO/100 Dollars (\$ 17,000.00)
to us in hand paid by the UREAN RENHWAL AGENCY OF THE CITY OF SAN ANTONIO, whose address is 418 S. Santa Rosa,
San Antonio, Texas 78207, hereinafter called "Grantee", the receipt of which is hereby acknowledged, have GRANTED, SOLD AND
CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto said Grantee all of the following described real property
in San Antonio, Bexar County, Texas, to-wit:

Lot "F", a/k/a Lot 6, New City Block 1473, in the
City of San Antonio, Bexar County, Texas, according
to plat thereof recorded in Volume 368, Page 257,
Deed and Plat Records of Bexar County, Texas, and
being more fully described as follows;

Lot 6

- BEGINNING:** For reference at a found iron pin, said pin being the point of intersection of the west R.O.W. line of Connelly Street and the north R.O.W. line of Wyoming Street;
- THENCE:** Westerly, 125.97 feet, along the north R.O.W. line of Wyoming Street to the southeast corner and point of beginning of the herein described tract;
- THENCE:** West, 40.00 feet, along the R.O.W. line of Wyoming Street to the southwest corner of the herein described tract;
- THENCE:** N 05 deg 25 min 40 sec E, 113.22 feet, to the northwest corner of the herein described tract, said corner being on the south R.O.W. line of Hedges Street;
- THENCE:** S 75 deg 42 min 00 sec E, 31.00 feet, along the R.O.W. line of Hedges Street to the northeast corner of the herein described tract;
- THENCE:** S 00 deg 24 min 31 sec W, 105.06 feet, to the point of beginning and containing 0.088 acres (3835.12 sq. ft.) of land more or less.

Grantor further warrants that she was a single woman on February 11, 1981 the date she acquired the hereinabove described property and has remained a single woman up to and including the present time.

together with all of Grantors' right, title and interest in and to any streets, alleys or passageways within or abutting thereon, and any other real property, or interest in real property, Grantors may own in the aforementioned New City Block.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, legal representatives, successors and 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.

10/30/85 170089 \$5.00 Y 1 150
EXECUTED this 24th day of October, A.D. 19 85

Anita Valdez Gonzales
ANITA VALDEZ GONZALES

SUBSCRIBED AND SWORN TO by the said ANITA VALDEZ GONZALES this 24th day of October, 1985



Notary Public, State of Texas

1013541 PAGE 1 945

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF BEKAR

This instrument was acknowledged before me on Oct 29, 1985 by ANITA VALDEZ
Patti Poppe
Notary Public, State of Texas



My commission expires: _____
PATTI POPPE
Notary Public, State of Texas.
My commission expires: 2-16-88

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Notary Public, State of Texas

My commission expires: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Notary Public, _____

My commission expires: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Notary Public, _____

My commission expires: _____

WARRANTY DEED	ANITA VALDEZ GONZALES	TO URBAN RENEWAL AGENCY of the City of San Antonio	PLEASE RETURN TO: URBAN RENEWAL AGENCY of the City of San Antonio 418 S. Santa Rosa St. San Antonio, Texas 78207
1985 OCT 29 P 4 25 COUNTY CLERK BEKAR CO. ROBERT D. GREEN FILED IN MY OFFICE			

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
of _____, a corporation, on behalf of said corporation.
Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Notary Public, State of Texas

My commission expires: _____

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ATTACHMENT I

Hedges

Parcel 1473-B Project NEW BRAUNFELS CORRIDOR \$500

1057045 WARRANTY DEED

169774

STATE OF TEXAS 1063904
COUNTY OF BEXAR KNOW ALL MEN BY THESE PRESENTS:

That I, G. E. SAMUEL, owning, claiming and occupying other property as my homestead, hereinafter called "Grantors", of the County of Bexar, State of Texas, for and in consideration of the sum of SEVEN THOUSAND FOUR HUNDRED TWENTY FIVE AND NO/100 Dollars (\$ 7,425.00) to us in hand paid by the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, whose address is 418 S. Santa Rosa, San Antonio, Texas 78207, hereinafter called "Grantee", the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto said Grantee all of the following described real property in San Antonio, Bexar County, Texas, to-wit:

That certain parcel or tract of land being a part of Lot A-3, New City Block 1473, City of San Antonio Bexar County, Texas, and being more particularly described as follows;

- BEGINNING: For reference at a found iron pin, said pin being the point of intersection of the north R.O.W. line of Wyoming Street and the west R.O.W. line of Connely Street;
THENCE: Easterly, along the projected north R.O.W. line of Wyoming and crossing Connely Street, 55.5 feet, to the southwest corner and point of beginning of the herein described tract, said corner being the point of intersection of the north R.O.W. line of Wyoming Street and the east R.O.W. line of Connely Street;
THENCE: N 00 deg 02 min 40 sec E, 58.96 feet, along the R.O.W. line of Connely Street to the northwest corner of the herein described tract, said corner being the point of intersection of the east R.O.W. line of Connely Street and the south R.O.W. line of Hedges Street;
THENCE: S 75 deg 42 min 00 sec E, 59.80 feet, along the R.O.W. line of Hedges Street to the northeast corner of the herein described tract;
THENCE: S 00 deg 02 min 40 sec W, 44.19 feet, to the southeast corner of the herein described tract, said corner being a point on the north R.O.W. line of Wyoming Street;
THENCE: West, 57.85 feet, along the R.O.W. line of Wyoming Street to the point of beginning and containing 0.085 acres (3707.33 sq. ft.) of land more or less.

11/08/85

THENCE:

together with all of Grantors' right, title and interest in and to any streets, alleys or passageways within or abutting thereon, and any other real property, or interest in real property, Grantors may own in the aforementioned New City Block.

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

EXECUTED this 11/22/85 170069 day of \$5.00 Y I November 150 A.D. 1985

G. E. SAMUEL

FILE 3550 PAGE 989

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on NOV 7 1985 by G. E. SAMUEL
PAITH POPPE
Notary Public, State of Texas
My commission expires: 2-16-87

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Notary Public, State of Texas
My commission expires: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Notary Public, _____
My commission expires: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Notary Public, _____
My commission expires: _____

WARRANTY DEED
FILED IN BEXAR CO.
COUNTY CLERK'S OFFICE

1985 NOV -7 P 4:39

G. E. SAMUEL

TO

URBAN RENEWAL AGENCY
of the City of San Antonio

1985 NOV 21 PM 4 36

EDWARD J. GREEN
COUNTY CLERK
BEXAR COUNTY

PLEASE RETURN TO:
URBAN RENEWAL AGENCY
of the City of San Antonio
418 S. Santa Rosa St.
San Antonio, Texas 78207

This instrument has been recorded here
Robert D. Green
County Clerk, Bexar County

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
of _____ corporation, on behalf of said corporation.
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS
COUNTY OF _____

6 1985 5 5 0 PAGE 0 9

1136549

Parcel 1473-10
Project: New Bartonville
168775
1100
Contractor

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Revised 1-1976.
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

WARRANTY DEED
(LONG FORM)

THE STATE OF TEXAS
COUNTY OF BEXAR

} KNOW ALL MEN BY THESE PRESENTS:

That JACOB'S CHAPEL UNITED METHODIST CHURCH, acting by and through Clyde Forcey, William Tanner, Raymond Cantu and Reverend Martin J. Walker, as duly authorized by the Administrative Board in Executive Session on March 24, 1986

of the County of Bexar and State of Texas for and in
consideration of the sum of --TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100--
(\$2,850.00) DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO
418 So. Santa Rosa, San Antonio, Texas 78207

of the County of Bexar and State of Texas, all of
the following described real property in Bexar County, Texas, to-wit:

Part of Lot A-3, New City Block 1473, City of San Antonio, Bexar County, Texas, said part more particularly described as follows:

BEGINNING for reference at a found iron pin, said pin being the point of intersection of the North Right-of-Way line of Wyoming Street and the West Right-of-Way line of Connely Street;

04/11/86 4734 800382 \$11.00 Y 1 359

WIL 3 8 6 7 PAGE 0 3 8 3

THENCE Easterly, along the projected North Right-of-Way line of Wyoming and crossing Connelly Street, 153.49 feet, to the Southwest corner and point of beginning of the herein described tract;

THENCE North 00 degrees 02 minutes 40 seconds East, 34.81 feet, to the Northwest corner of the herein described tract, said corner being a point on the South Right-of-Way line of Hedges Street;

THENCE South 75 degrees 42 minutes 00 seconds East, 137.69 feet, along the Right-of-Way line of Hedges Street to the East corner of the herein described tract;

THENCE West, 133.45 feet, along the Right-of-Way line of Wyoming Street to the point of beginning and containing 0.052 acres (2269.38 square feet) of land; more or less.

TOGETHER WITH all of Grantors' rights, title and interest in and to any streets, alleys or alleys or passageways within or abutting thereon, and any other real property, or interest in real property, Grantors may own in the aforementioned New City Block.

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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, heirs and assigns forever; and we do hereby bind ourselves, our legal representatives, successors & assigns heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee its, successors heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of April, A. D. 19 86

JACOB'S CHAPEL UNITED METHODIST CHURCH

BY: Clyde Forcey

CLYDE FORCEY

William Tanner

WILLIAM TANNER

Raymond Cantu

RAYMOND CANTU

Rev. Martin Walker

REVEREND MARTIN J. WALKER

YOU 3667 PAGE 385

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Sandoval

Before me, the undersigned authority, on this day personally appeared Clyde Forcey, William Tanner, Raymond Cantu, Reverend Martin J. Walker, duly authorized representatives of Jacob's Chapel United Methodist Church known to me to be the persons whose names have subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in their capacities therein stated, and as past & dues of said Jacob's Chapel United Methodist Church.

Given under my hand and seal of office on this the 10th day of April, A. D. 19 86.

X

Notary Public in and for Sandoval County, Texas.
My commission expires 6-30, 1988

(Printed or stamped name of notary)

ATTACHMENT I

CONTRACT FOR THE SALE OF LAND FOR PRIVATE REDEVELOPMENT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract, provided Buyer must deliver the Earnest Money to Seller before the Earnest Money Deadline provided in section A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: Urban Renewal Agency of the City of San Antonio, a Texas Local Governmental Entity (d/b/a OUR SA) by and through its Board of Commissioners.

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

Seller's Broker: None.

Buyer: Jarvis Moore Inc. (JMI), a Texas corporation.

Address: 1431 Montana, San Antonio, Texas 78023

Property: (i) Lot 17, Block 2, NCB 1494, in the City of San Antonio, Bexar County, Texas, commonly known as 103 Connelly, and (ii) Lot 13, Block 3, NCB 1495, in the City of San Antonio, Bexar County, Texas, collectively more fully described in Exhibit A ("Land"), together with improvements to the Land ("Improvements").

Total Purchase Price: \$17,000.00

Earnest Money: \$250.00

Title Company: Texas Title Assurance, 400 N. Loop 1604 East, Suite 105, San Antonio, Texas.

Buyer's Liquidated Damages: \$500.

Seller's Additional Liquidated Damages: \$500.

A. 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. Earnest Money Deadline: Three (3) days after full execution of this contract, contemporaneous with the filing of this contract with the Title Company.

2. Delivery of Title Commitment (if any): Ten (10) days after the Effective Date.
3. Delivery of legible copies of instruments referenced in the Title Commitment (if any): Five (5) days after request.
4. Delivery of Survey: Fifteen (15) days after the Effective Date.
5. Delivery of Title Objections: Twenty (20) days after the Effective Date.
6. Delivery of Seller's records (if any) as specified in **Exhibit C**: Fifteen (15) days after the Effective Date.
7. End of Inspection Period: Thirty (30) days after the Effective Date.
8. Closing Date: Within thirty (30) days after the approval of this sale by City Council for the City of San Antonio, Texas.

B. Closing Documents

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

Special Warranty Deed
Evidence of Seller's authority to close this transaction
Notices, statements, and certificates, if any, as specified in **Exhibit C**

2. At closing, Buyer will deliver the following:

Evidence of Buyer's authority to consummate this transaction
Balance of Purchase Price

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

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

Exhibit A—Property Description
Exhibit B—Representations, Environmental Matters; Redevelopment Requirements
Exhibit C—Notices, Statements, and Certificates

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to 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.

E. Contingencies.

The consummation of this transaction is contingent on the approval of same by City Council for the City of San Antonio, Texas. If City Council fails to take action to approve this transaction and/or takes action to reject this transaction, this contract is void, Seller will return Buyer's earnest money, and neither Seller nor Buyer will have any further obligations.

F. Title and Survey

1. *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.

2. *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.

3. *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, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; a Survey, if any, in Seller's possession by the deadline stated in section A.4.; and legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.3.

5. *Title Objections.* Buyer must notify Seller of any objections to Property title ("Title Objections") by the deadline stated in A.5. 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 either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *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 section A.6.
2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:
 - a. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
 - b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
 - c. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;
 - d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt; and
 - e. Buyer must abide by any other reasonable entry rules imposed by Seller.
3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.
4. *Buyer's Indemnity and Release of Seller*
 - a. *INDEMNITY.* Buyer will INDEMNIFY, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
 - b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Matters Affecting the Property

1. The terms and conditions stated in **Exhibit B** will apply to the sale, purchase and

redevelopment of the Property.

2. *Force Majeure.* (a) If a Force Majeure Event occurs and Buyer is prevented by that Force Majeure Event from performing the redevelopment obligations under this contract, Buyer will be excused from performing those obligations, on condition that it complies with its obligations under subsection (b) below. For purposes of this contract, "Force Majeure Event" means any event or circumstance, regardless of whether it was foreseeable, that prevents Buyer, using reasonable efforts to do so, from performing the redevelopment obligations under this contract, except that a Force Majeure Event will not include any a strike or other labor unrest that affects only Buyer, Buyer's financial hardship, an increase in prices, or a change of law.

(b) Upon occurrence of a Force Majeure Event, Buyer will promptly notify Seller of occurrence of that Force Majeure Event, its effect on performance, and how long Buyer expects it to last. Thereafter, Buyer will update that information as reasonably necessary or as requested by Seller. During a delay caused by a Force Majeure Event, the Buyer will use reasonable efforts to mitigate the effects of the Force Majeure Event and diligently resume its redevelopment obligations under this contract. Seller and Buyer will mutually agree on an extension for final completion of improvements to the Property.

I. Condition of the Property until Closing; No Recording of Contract

1. *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; and (b) operate the Property in the same manner as it was operated on the Effective Date.

2. *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 property insurance policies, if any, 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.

3. *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, (c) if the taking occurs before closing, the

description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

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

5. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. *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 after receipt of Buyer's termination notice, deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer authorizes the Seller to keep the Earnest Money.

2. *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 and those obligations that survive termination under the express terms of this contract.

K. Closing

1. *Closing.* This transaction will close on the Closing Date. 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 Seller in funds acceptable to Seller. The Earnest Money will be applied to the Purchase Price.
- c. *Recording; Copies.* Buyer will record the deed and the other necessary Closing Documents.

- 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.

2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by the Title Company; costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.6. and Seller's records; and Seller's expenses and its attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by the Title Company; the costs to obtain, deliver, and record all documents (including the deed), other than those to be recorded at Seller's expense; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender, if any; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Seller is a tax-exempt political subdivision of the State of Texas.
- d. *Post-closing Adjustments.* If errors made at closing are identified within ninety days after closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

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

L. **Default and Remedies**

1. *Seller's Default.* If Seller fails to substantially perform any of its obligations under this contract or if any of Seller's material 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 have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages the lesser of Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date or the amount of Buyer's Liquidated Damages, within ten days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, 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 "AS IS."

2. *Buyer's Default.* If Buyer fails to substantially perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the right to keep the Earnest Money. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within ten days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be "AS IS."

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

4. *Attorneys' Fees.* If either party retains an attorney to enforce or construe this contract in a court of law with competent jurisdiction, the party prevailing in such litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.
3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights, obligations or interests under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. *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.
6. *Choice of Law; Venue.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is mandatory and exclusive in Bexar County. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.
7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. *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.

11. *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 enterprise, or any other special relationship.

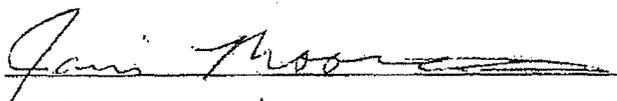
12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *No Waiver of Immunities.* By entering and performing under this contract, Seller does not waive any immunity, defenses or limits of liability to which it is entitled under law.

SELLER: Urban Renewal Agency of the City of San Antonio, also known as OUR SA, by and through its Board of Commissioners.

By: 
Title: Real Estate Manager
Date: Aug 10, 2015

BUYER: Jarvis Moore Inc., a Texas corporation.

By: 
Title: President
Date: Aug 10, 2015

RECEIPT OF EARNEST MONEY

**RE: LOT 17, BLOCK 2, NCB 1492, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS,
AND LOT 13, BLOCK 3, NCB 1495, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY,
TEXAS.**

Title Company acknowledges receipt of Earnest Money in the amount of \$ 250⁰⁰ from
Jarvis Moore Inc. Buyer, and a copy of this contract executed by both Buyer and Seller.

Title Company:

By: Audrey R. Rind for Theresa Wernette

Date: 8.10.15

Exhibit A

[Description of Property; Attach Metes and Bounds Survey]

Exhibit B

A. Seller's Representations to Buyer

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

1. *Authority.* Seller is a political subdivision duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. 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 affects 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 use the Property in the manner in which it is currently being used will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
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 condemnation or the presence of hazardous materials affecting the Property.
6. *No Other Obligation to Sell the Property or Restriction against Sale.* Seller has not obligated itself to sell all or any portion of the Property to any person 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 or liens to which Buyer has given its consent in writing, 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 in writing.
8. *No Other Representation.* Except as stated herein or in the notices, statements, and certificates set forth in **Exhibit C**, Seller makes no representation with respect to the Property.
9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

Environmental Matters

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

C. Redevelopment

Buyer is required to make improvements to the Property. The timeline and development documents for improvements of the Property will be mutually agreed upon by Seller and Buyer.

1. *Time for Commencement and Completion of Improvements.*

The construction of the improvements referred to hereof will be commenced in any event within six (6) months after the recordation of the deed as provided in Section K of the contract and, Buyer shall thereafter diligently pursue completion of construction.

2. *Time for Submission and Approval of Construction Plans.*

a. Time for Submission of Development Plans. The time within which the Buyer will submit Development Plans to Seller will not be later than sixty (60) days from the Effective Date. Seller will review the submitted Development Plans and will provide its provisional approval if the Development Plans comply with Buyer's redevelopment representations and Seller's development objectives for the Property.

b. Time for Submission of Corrected Development Plans. If Seller does not approve the Development Plans, Seller will notify Buyer within ten (10) days of such rejection and specific information to assist Buyer in changing the Development Plans to meet approval. The time within which Buyer will submit new or corrected Development Plans not be later than twenty (20) days after the date Buyer receives written notice from Seller of the Seller's rejection of the original Development Plans referred to in the latest such notice.

c. Changes to Development Plans. If Buyer desires to make any material change in the Development Plans after their approval by Seller, Buyer will submit the proposed change to Seller for its approval. The timelines set forth in subsections a and b above will apply to changes in the Development Plans.

d. Definition. "Development Plans" means plans in sufficient detail and to Seller's satisfaction to adequately describe the proposed development on the Property, such plans to include the following:

- (i) Location and description of visual screening, which must be installed prior to any relocation of material or equipment to the Property;
- (ii) Landscape Plan;
- (iii) Access Plan;
- (iv) Basic Layout and Location on structures to be constructed;
- (v) Construction materials for all improvements;
- (vi) List of materials to be stored on site;
- (vii) Proposed construction schedule; and
- (viii) Other schematics, drawings, specifications requested by Seller.

3. *Periodic Reports.* Subsequent to conveyance of the Property to Buyer and until construction of the improvements has been completed, Buyer will make reports, in such detail, at such times, and in the form as may reasonably be requested by Seller, as to the actual progress of Buyer with respect to such construction.

4. *Certificate of Completion.* Promptly after completion of the improvements in accordance with those provisions of the contract relating solely to the obligations of Buyer to construct the improvements (including the dates for beginning and completion thereof), Seller will furnish Buyer with an appropriate instrument so certifying. Such certification will be (and it will be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the contract, covenants in the contract and in the deed with respect to the obligations of Buyer, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof

5. *Remedies.*

a. Buyer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the deed shall contain covenants on the part of Buyer for itself and such successors and assigns, that the development of the Property through the construction of the improvements thereon, and that such construction will in any event begin within the period specified in subsection C.1 hereinabove and be completed within the period specified in such subsection and will conform to the approval given under subsection C.2 hereinabove. It is intended and agreed, and the deed will so expressly provide, that without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the contract itself, be, to the fullest extent permitted by law and equity, binding for the benefit of Seller and enforceable by Seller against Buyer and its successors and assigns to or of the Property or any part thereof or any interest therein.

b. In the event that, subsequent to conveyance of the Property to Buyer and prior to completion of the improvements approved by Seller, Buyer defaults in or violates its obligations with respect to the construction of the improvements (including obtaining Development Plans approval and the dates for the beginning and completion thereof), or abandons or substantially suspends construction work, and any such default, violation, abandonment or suspension is not cured, ended or remedied within three (3) months after written demand by Seller so to do, or not excused by a Force Majeure Event, then Seller will exercise and pursue all remedies available to it at law or in equity.

c. Whenever the Seller delivers any notice or demand to Buyer with respect to any breach or default by Buyer in its redevelopment obligations or covenants under the contract, Seller will at the same time forward a copy of such notice or demand to each holder of any mortgage known to Seller.

d. After any breach or default by Buyer as set forth above, each Property/construction mortgagee will have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; Provided, that if the breach or default is with respect to construction of the improvements, nothing contained herein or any other section of the contract will be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to Seller, by written agreement satisfactory to Seller, to complete, in the manner provided in the contract, the improvements on the Property or the part thereof to which the lien or title to such holder relates. Any such holder who properly completes the improvements relating to the Property or applicable part thereof will be entitled, upon written request made to Seller, to a certification or certifications by Sellers to such effect in the manner provided in subsection C.4 above.

The provisions set above in A, B, C.4, and C.5 will be included in the deed with appropriate modification of terms as the context requires.

Exhibit C

Notices, Statements, and Certificates

As applicable and as may be required to be given by Seller, 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 of deed restrictions, described in section 230.005 of the Texas Local Government Code

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

