

AN ORDINANCE 2014 - 04 - 17 - 0239

DECLARING AS SURPLUS AN UNIMPROVED 0.2 ACRE TRACT OF CITY-OWNED PROPERTY COMMONLY KNOWN AS 10818 LIMA DRIVE AND DESCRIBED AS THE SOUTHWEST HALF OF LOT 3, BLOCK 16, NCB 11732 IN COUNCIL DISTRICT 9 AND AUTHORIZING ITS SALE TO LDK REALTY INVESTMENTS LLC FOR \$8,280.00.

* * * * *

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

SECTION 1. The following property is declared surplus to the needs of the City of San Antonio:

A 0.2 acre tract, more or less, commonly known as 10818 Lima Drive and more particularly described in **Attachment "I"**.

SECTION 2. The City having advertised the property for sale according to law and LDK Realty Investments, LLC having made the highest offer, the City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city a purchase and sale agreement substantially in the form attached as **Attachment "II"**, which is incorporated for all purposes as if fully set forth, and to consummate the transaction contemplated therein. The City Manager and her designee, severally, are authorized to sell the property for \$8,280.00 and should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 3. Funds generated by this ordinance will be deposited into Fund 29804000, Internal Order 804000000002 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 out of 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 becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 17th day of April, 2014.



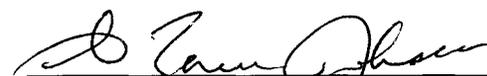
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

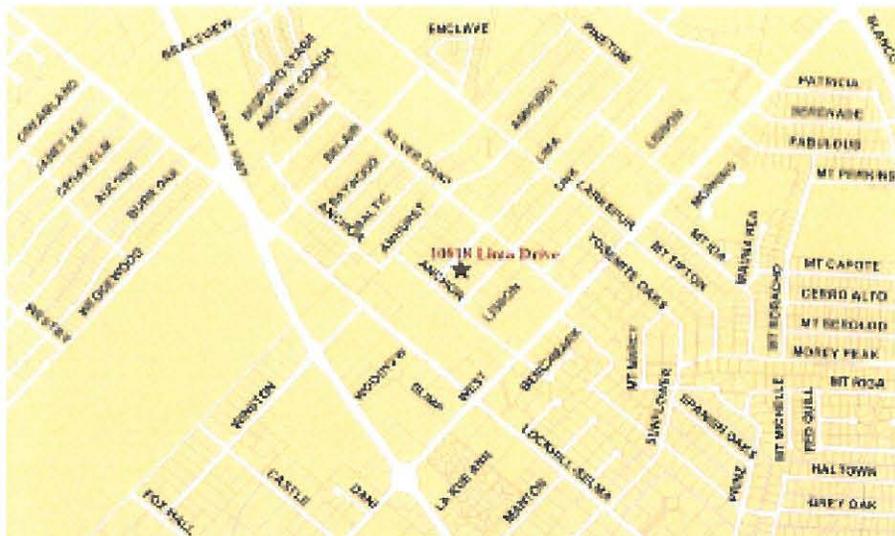


Asst Robert F. Greenblum, City Attorney

Voting Results Interface

Agenda Item:	10						
Date:	04/17/2014						
Time:	09:36:19 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the declaration as surplus and disposition of a 0.2000 acre unimproved property located at 10818 Lima Drive, NCB 11732 in Council District 9 and authorizing its sale to LDK Realty Investments, LLC for \$8,280.00. [Peter Zanoni, Deputy City Manager; Mike Etienne, EastPoint & Real Estate Services Office]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	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			x	
Michael Gallagher	District 10		x				x

Attachment I



**S.P. 1770 LDK Realty Request for city to declare as surplus and sell property located at
10818 Lima Drive**

That certain approximately .200 acre tract of land commonly known as 10818 Lima Drive, in the City of San Antonio, Bexar County, Texas, and described as the Southwest Half of Lot 3, Block 16, N.C.B. 11732.

Attachment II

Real Estate Sales Contract (10818 Lima Drive)

Table of Contents

1.	Deadlines and Other Dates.....	6
2.	Closing Documents.....	6
3.	Exhibits.....	6
4.	Purchase and Sale of Property.....	7
5.	Title and Asbestos Survey.....	7
6.	Inspection Period.....	8
7.	Representations.....	9
8.	Condition until Closing; No Recording of Contract.....	9
9.	Termination.....	10
10.	Closing.....	10
11.	Prohibited Interests in Contracts.....	11
12.	Dispute Resolution; Remedies.....	12
13.	Miscellaneous Provisions.....	12
14.	Public Information.....	15
15.	Brokers' Commission; Broker.....	15

Exhibits:

Title Company Acknowledgment and Receipt.....	13
Exhibit A: Property Description.....	A-1
Exhibit B: Representations.....	B-1
Exhibit C: Form of Deed.....	C-1

Authorizing Ordinance:

Authority for Negotiated Sale: Local Government Code § 272.001 (b)(6)

Seller: City of San Antonio
Address: EastPoint and Real Estate
P.O. Box 839966, San Antonio, TX 78283-3966
(Attention: Mary Fors)
Phone: (210) 207-4083
Email: mary.fors@sanantonio.gov
Type of Entity: Texas Municipal Corporation

Seller's Counsel: Audrey Zamora
Address: City Attorney's Office, P.O. Box 839966, San Antonio, TX 78283-3966
Phone: (210) 207-2094
Email: Audrey.Zamora@sanantonio.gov

Buyer: LDK Realty Investments, LLC
Attention: Jeff Brown
Address: 9311 San Pedro, Ste. 850, San Antonio, TX 78216
Phone: (210) 477-0828
Email: jbrown@endurasa.com

Property: That certain approximately .200 acre tract of land commonly known as 10818 Lima Drive, in the City of San Antonio, Bexar County, Texas, and described as the Southwest half of Lot 3, Block 16, N.C.B. 11732, and being more fully described in Exhibit A ("Land").

Title Company: Capital Title of Texas, LLC
Attention: Mark Schwarz
Address: 3602 Paesanos Parkway, Suite 100, San Antonio, TX 78231
Phone: (210) 340-2921 (extension 148)
Email: MSchwarz@ctot.com

Purchase Price: \$8,280.00

Independent Consideration: \$100.00. The Independent Consideration will be applied to the Purchase Price at Closing.

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

County for Performance: Bexar County, Texas

1. Deadlines and Other Dates{ TC "1. Definitions" \f C \l "1" }.

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 federal or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. Time is of the essence.

- | | | | |
|-------|-------------------------------|-------|--|
| 1.01. | Delivery of Title Commitment | 30 | Days after the Effective Date |
| 1.02. | Buyer's Objection Deadline | 20 | Days after the receipt of Title Commitment |
| 1.03. | Seller's Cure Notice Deadline | 35 | Days after Buyer's Objection Deadline |
| 1.04. | Buyer's Termination Deadline | 50 | Days after Notice of Cure Deadline |
| 1.05. | End of Inspection Period | 180 | Days after the Effective Date |
| 1.06. | Closing Date | 30 | Days after the Inspection Period |
| 1.07. | Closing Time | 10:00 | A.M. |

The Independent Consideration is due within three business days of the effective date of the Authorizing Ordinance. The deadlines may be altered by the mutual agreement of the parties. The Director of the EastPoint and Real Estate Department may consent to such changes on behalf of Seller without further authorization of City Council.

2. Closing Documents{ TC "2. Closing Documents" \f C \l "1" }.

- 2.01. At closing, Seller will deliver the following items:
 - Deed Without Warranty
 - IRS Non-Foreign Person Affidavit
 - Evidence of Seller's authority to close this transaction
- 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 above 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 C**.

3. Exhibits.

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

Exhibit A—Description of the Land

Exhibit B—Representations

Exhibit C—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 the Purchase Price to 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. The Property includes all improvements situated on it, together with all right, title, and interest of Seller, if any, in and to all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the “**Additional Interests**”); except that the Additional Interests do not include, and Seller specifically reserves, such of the following interests as Seller holds by virtue of being a municipality as opposed to the owner of the fee-simple interest in the Property: utility easements, drainage easements, streets, alleys, and other rights-of-way dedicated for public use.

5. Title.

5.01. *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.**

5.02. *Title Commitment; Title Policy.* “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Stewart Title Guaranty Company (“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.

5.03. *Delivery of Title Commitment.* Seller must deliver the Title Commitment to Buyer by the deadlines stated in section 1.

5.04. *Buyer’s Objections.* Buyer has until the Buyer’s Objection Deadline to review the Title Commitment and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Buyer’s Objections”). Buyer will be deemed to have approved all matters reflected by the Title Commitment to which

Buyer has made no Buyer's Objection by the Buyer's Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions."

5.05. If Buyer notifies Seller of any Buyer's Objections, Seller has until Seller's Cure Notice Deadline to notify Buyer whether Seller agrees to cure the Buyer's Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Buyer's Objections before closing, Buyer may, on or before Buyer's Termination Deadline, notify Seller that this contract is terminated. In absence of such timely notice, Buyer will proceed to close, subject to (A) Buyer's right to terminate this contract pursuant to section 6 hereof and (B) 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 Buyer's Objections that Seller has agreed to cure in the Cure Notice.

5.06. 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 Buyer's Objections that Seller has agreed to cure.

6. Inspection Period.

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

- a. Buyer must deliver evidence to Seller that Buyer has, or Buyer's agents and consultants have, commercial general liability insurance for its proposed inspection activities, in the amount of \$1,000,000 or more;
- b. Buyer may not unreasonably interfere with existing operations or occupants of the Property;
- c. Buyer must notify Seller (which may be by email to John Cantu at John.Cantu@sanantonio.gov) at least 5 business days in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- d. If the Property is altered because of Buyer's inspections, Buyer must return the Property substantially to its preinspection condition promptly after the alteration occurs;
- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days of their preparation or receipt; and
- f. Buyer must abide by any other reasonable entry rules imposed by seller.

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

Consideration is compensation to Seller for Buyer's right of cancellation and is not refundable under any circumstance.

6.03. *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 from any personal injury or property damage arising out of the exercise of Buyer's right of access to the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection.

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.

7. 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.

8. Condition until Closing; No Recording of Contract.

8.01. *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.

8.02. *Casualty Damage.* Intentionally deleted.

8.03. *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 15 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.

8.04. *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.

9. Termination.

9.01. *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 Buyer's indemnity obligations as set forth in section 6.03.

10. Closing.

10.01. *Closing.* This transaction will close at Title Company's offices on the Closing Date at the Closing Time, provided that Buyer shall have the right to elect to close early upon not less than ten days prior written notice to Seller (which may be by email to mary.fors@sanantonio.gov and audrey.zamora@sanantonio.gov), but in no event shall the Closing occur prior to the date that the City Council has authorized this sale by ordinance. 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 Independent Consideration 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. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.
- e. Buyer need not close if Seller cannot or does not deliver indefeasible title at closing.

10.02. *Transaction Costs.*

- a. Buyer 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 record all documents to cure Title Objections agreed to be cured by Seller;
 - v. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
 - vi. the additional premium for the "survey/area and boundary deletion" in the Title Policy;
 - vii. the costs to obtain the certificates or reports of ad valorem taxes;
 - viii. the costs to deliver copies of the instruments described in article 1; and
 - ix. Buyer's expenses and attorney's fees.
- b. Seller 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 Buyer's expense; and
 - iii. Seller's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Property owned by Seller is exempt under Texas Property Tax Code § 11.11. At closing property taxes will be prorated according to Texas Tax Code § 26.10. Seller assumes no responsibility for ad valorem taxes for any period, rollback or otherwise, not otherwise imposed on it by law.
- d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

11. Prohibited Interests in Contracts.

11.01. 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 (1) 10% or more of the voting stock or shares of the business entity, or (2) 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 (1) subcontractor on a City contract, (2) a partner, or (3) a parent or subsidiary business entity.

11.02. Buyer warrants and certifies as follows:

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

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

11.03. Buyer acknowledges that City's reliance on the above warranties and certifications is reasonable.

12. Dispute Resolution; Remedies.

12.01 As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

12.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

12.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

12.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

12.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

12.06. Mediator fees must be borne equally.

12.07. The parties need not mediate before going to court for either party to seek emergency injunctive relief.

13. Miscellaneous Provisions.

13.01. *Applicable Law.* This contract is entered into in San Antonio, Bexar County, state of Texas. **THE CONSTRUCTION OF THIS CONTRACT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. The

obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

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

13.03. *Successors.* This contract inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

13.04. *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.**

13.05. *Modification.*

13.05.01. This contract 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 contract 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.

13.05.02. The Director of EastPoint and Real Estate may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this contract.

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

13.07. *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. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

13.08. *Pronouns.* In construing this contract, 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 contract, not to any particular provision of it.

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

13.10. *Counterparts.* This contract may be executed in multiple counterparts, each of which is 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, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

13.11. *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, shall alter the rights or obligations of the parties as contained in this contract.

13.12. *Assignment.* Without Seller's consent, Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer, or one or more principals of Buyer, is a partner, member, or shareholder. Any other assignment is void.

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

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

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

13.16. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

13.17. *Waiver of Consumer Rights.* **Buyer Waives Its Rights Under The Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq. of The Texas Business and Commerce Code, A Law That Gives Consumers Special Rights and Protections. After Consultation With an Attorney of Its Own Selection, Buyer Voluntarily Consents To This Waiver.**

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

13.19. *Administrative Agreements.* The Director of EastPoint and Real Estate and the Assistant Director of EastPoint and Real Estate may, without further council action, agree

to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this contract and may declare defaults and pursue remedies for such defaults.

14. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this contract waives an otherwise applicable exception to disclosure.

15. Brokers' Commission; Broker.

Each party represents to the other that it has not done or omitted to do anything that would incur liability for a commission in connection with this transaction. Buyer hereby discloses to Seller that Jeff Brown, a principal of Buyer, is a licensed broker in the State of Texas, but Seller has no obligation to pay Jeff Brown a commission.

Seller:

City of San Antonio,
a Texas municipal corporation

Buyer:

LDK Realty Investments, LLC

By: _____

By: _____

Printed

Printed:

Name: _____

Name: B. Jeffrey Brown

Title: _____

Title: Manager

Date: _____

Date: _____

Approved as to Form:

City Attorney

Jeff Brown
Signing solely in capacity as Broker

Title Company Acknowledgment and Receipt

Seller	City of San Antonio
Address	EastPoint and Real Estate Department P.O. Box 839966, San Antonio, TX 78283-3966 (Attention: Martha Almeria)
Buyer	LDK Realty Investments, LLC
Address	9311 San Pedro, Ste. 850, San Antonio, TX 78216
Property	That certain approximately .200 acre tract of land commonly known as 10818 Lima Drive, in the City of San Antonio, Bexar County, Texas, and described as the Southwest half of Lot 3, Block 16, N.C.B. 11732, and being more fully described in Exhibit A

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.

Capital Title of Texas, LLC

By: _____

Printed: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Property Description

An approximately 0.200 acre tract of land commonly known as 10818 Lima Drive, San Antonio, Texas 78213, and being the Southwest half of Lot 3, Block 16, New City Block 11732, Lockhill Estates, Unit 2, an Addition to the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 2805, Page 118, Deed and Plat Records of Bexar County, Texas.

Exhibit B: Representations; Environmental Matters

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 Texas Municipal Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or 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.* 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, Seller makes no representation with respect to the Property.

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

B. "As Is, Where Is"

This Contract Is An Arms-Length Agreement Between The Parties. The Purchase Price Was Bargained On The Basis Of An "As Is, Where Is" Transaction And Reflects The Agreement Of The Parties That There Are No Representations, Disclosures, Or Express Or Implied Warranties, Except For The Warranty Of Title

Stated In The Closing Documents And Seller's Representations To Buyer Set Forth In Section A Of This Exhibit B.

The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. All Warranties Are Disclaimed.

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

C. Intentionally Deleted

D. Buyer's Representations to Seller

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

1. *Authority.* Buyer is a Texas limited liability company, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to acquire the Property from Seller. This contract and all documents required by this contract to be executed and delivered to Seller are, or as of the closing date will be, duly authorized, executed, and delivered by Buyer.

2. *Litigation.* There is no litigation pending or, to Buyer's current, actual knowledge, threatened against Buyer that will affect Buyer's ability to perform its obligations under this contract.

Exhibit C
Form of Deed

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

State of Texas }
 }
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code § 272.001(a)

SP No./Parcel:

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: LDK Realty Investments, LLC

Grantee's Mailing Address: 9311 San Pedro, Ste. 850, San Antonio, Texas 78216

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

Property: All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows (the "Land"):

An approximately 0.200 acre tract of land being the Southwest half of Lot 3, Block 16, New City Block 11732, Lockhill Estates, Unit 2, an Addition to the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 2805, Page 118, Deed and Plat Records of Bexar County, Texas.

Together with all right, title, and interest of Grantor, if any, in and to all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto.

Grantor, for the Consideration and subject to the Reservations, Restrictions, Exceptions and Conditions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever.

Reservations, Restrictions, Exceptions, and Conditions to Conveyance: This conveyance is explicitly subject to those certain matters listed on Exhibit A attached hereto.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio,
a Texas municipal corporation

By: _____

Printed: _____

Name: _____

Title: _____

Date: _____

Draft. This is only to show the agreed form of the final document. This draft is neither ready nor suitable to be signed.

Approved As To Form:

City Attorney

The State of Texas }

County of Bexar }
 }

Before me, the undersigned authority, this instrument was this day acknowledged by, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas
My Commission Expires: _____

After Recording, Return To:

Exhibit A
Permitted Exceptions

Grantor specifically reserves interests which Grantor holds by virtue of being a municipality as opposed to the owner of the fee simple interest in the property: utility easements, drainage easements, streets, alleys, and other rights of way dedicated for public use.

DRAFT