

AN ORDINANCE 2018-01-18-0017

AUTHORIZING THE ACQUISITION OF 3 ACRES OF REAL PROPERTY FROM ROSILLO CREEK DEVELOPMENT, LTD., FOR THE CONSTRUCTION OF A NEW FIRE STATION FOR THE FOSTER ROAD AND IH10 EAST/LOOP 1604 INTERCHANGE ANNEXATION AREA IN COUNCIL DISTRICT 2 FOR AN AMOUNT NOT TO EXCEED \$180,000.00.

* * * * *

WHEREAS, on August 31, 2017, City Council approved the Foster Road and IH 10 East/Loop 1604 East Interchange Annexation Area; and

WHEREAS, as part of the annexation the City of San Antonio must provide full municipal services as required and defined by the Texas Local Government Code; and

WHEREAS, per the annexation service requirements, the San Antonio Fire Department is required to provide fire and medical emergency services to the annexation area residents; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designee, jointly or severally, are authorized and directed to acquire from Rosillo Creek Development Ltd. three (3) acres of real property, as described in **Attachment I**, which is incorporated herein for all purposes as if fully stated. The price for the acquisition may not exceed \$180,000.00 and the contract shall be in substantially the same form as shown in **Attachment II**. The City Manager and her designee, jointly and severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

SECTION 2. The City Manager and her designee, jointly or severally, are authorized and directed to initiate any rezoning or plan amendments necessary or convenient for the acquisition of the properties.

SECTION 3. A payment in an amount not to exceed \$180,000.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 20-03404, Foster Road Annexation, is authorized to be encumbered and made payable to Rosillo Creek Development, Ltd., for construction services. Payments for services are contingent upon the availability of funds and the sale of future City of San Antonio, Certificate of Obligation Bonds in accordance with the adopted capital budget. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 4. The acquisition of property must be coordinated through the City's Finance Department to assure the addition of these assets into 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 18th day of January, 2018.



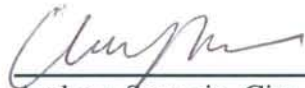
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	7 (in consent vote: 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 23, 24, 25)						
Date:	01/18/2018						
Time:	09:23:52 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acquisition of 3 acres of real property from Rosillo Creek Development Ltd. for the construction of a new fire station for the Foster Road Annexation Area in Council District 2 for an amount not-to-exceed \$180,000.00. [Erik Walsh, Deputy City Manager, Mike Frisbie, Director, Transportation & Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

Attachment I

METES AND BOUNDS DESCRIPTION

December 11, 2017

Being a 3.000 acre tract out of the Clemente Texada Survey No. 233, Abstract 743, Bexar County, Texas out of a 196.748 acre tract recorded in Volume 9955, Page 2109, Real Property Records, Bexar County, Texas, said 3.000 acre tract being more particularly described as follows.

BEGINNING at a 1/2" iron rod set for the northeast corner of the herein described tract, said 1/2" iron rod set being South 00°33'24" East, 161.70 feet, along the west Right-of-way line of said N. Foster Rd. and S89°41'34"W, 3.00 feet, across said 196.748 acre tract from a 1/2" iron rod found for the northeast corner of said 196.748 acre tract.

THENCE, South 00°18'36" East, 400.00 feet across said 196.748 acre tract to a 1/2" iron rod set for the southeasterly corner of the herein described tract.

THENCE, South 89°41'34" West, 330.00 feet across said 196.748 acre tract to a 1/2" iron rod set for the southwest corner of the herein described tract.

THENCE, North 00°18'36" West, 400.00 feet across said 196.748 acre tract to a 1/2" iron rod set for the northwest corner of the herein described tract.

THENCE, North 89°41'34" East, 330.00 feet across said 196.748 acre tract to the POINT OF BEGINNING.

Stephen G. Cook
Registered Professional Land S
TBPLS Firm No. 5293
TBPE Firm # F-184

SGCE No. 999-778-248



SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:			
VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---
VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---
LEGEND			
N45°00'00"E 100.00'	RECORD INFORMATION	S45°00'00"W AS MEASURED 100.00'	IN FIELD
WOOD FENCE	WIRE FENCE	CHAIN LINK FENCE	ELEVATION DATA
IRON FENCE	100.00'	TELEPHONE PEDESTAL	CABLE TV BOX
POWER POLE	PROPERTY CORNER MONUMENTATION	GUARD SET	CONCRETE CURB
FIRE HYDRANT	TRANSFORMER	ELECTRIC BOX	TELEPHONE PEDESTAL
WATER METER	WATER VALVE	SAN SEWER MANHOLE	CLEAN OUT
LIGHT POST	OVERHEAD ELECTRIC LINE	WATER FLOW	
NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL SETBACK / EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY.			
NOTE: NO FENCES AT THE TIME OF THIS SURVEY.			
NOTE: THE BEARINGS FOR THIS SURVEY ARE ESTABLISHED VIA GPS DATA COLLECTION USING SOUTH CENTRAL TEXAS STATE PLANE COORDINATES.			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109			
NOT TO SCALE			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109		REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109	
NOTE: 3.00 ACRE PARCEL OUT OF 196.748 ACRES, N.C.B. 17992, 17993, 35098, 12867.			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109			
* - TO BE PLATTED ** - 1/2" IRON ROD SET			
LOT(S) * BLOCK * N.C.B. * SUBDIVISION TO BE PLATTED			
VOLUME * PAGE * DOC# --- OF THE * RECORDS OF <u>BEXAR</u> COUNTY.			
WITNESS MY HAND AND SEAL THIS 7 th DAY OF DECEMBER, 2017			
ADDRESS: <u>TO BE PLATTED</u>			
BUYER: <u>KEVIN SADLER</u> CF# ---			
I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON, I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN. COPYRIGHT © 2017 STEPHEN G. COOK ENGINEERING, INC. ALL RIGHTS RESERVED.			
PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES.			REVISION DATE: 12/15/17 G.S.I. METES & BOUNDS REF. BEARING
999-778-248C SGCE JOB NO# ES/G.S.I JPA DRAWN BY SURV. BY DISK CADD/W		SGC STEPHEN G. COOK ENGINEERING, INC. 12000 STARCREST, SUITE 107 REGISTERED LAND SURVEYORS SAN ANTONIO, TEXAS 78247-4117 TSPS FORM # R-184 210/481-2533 • FAX: 210/481-2150 TSPLS # 10005400 WWW.SGCE.NET	

Attachment II: Form of Contract and Deed

Real Estate Option and Sales Contract

(Fire Station 54)

Table of Contents

1. Deadlines and Other Dates.....	7
2. Closing Documents.....	7
3. Exhibits.....	8
4. Purchase and Sale of Property.....	8
5. Title and Survey.....	9
6. Inspection Period.....	11
7. Representations.....	11
8. Condition until Closing; Cooperation.....	11
9. Termination.....	12
10. Allocation of Closing Costs; Earnest Money.....	12
11. Closing.....	14
12. Default and Remedies.....	15
13. Miscellaneous Provisions.....	15
14. Prohibited Interest in Contracts.....	18
15. Public Information.....	20
Title Company Acceptance of Escrow and Receipt for Contract.....	21
Title Company Receipt for Earnest Money.....	22
Exhibit A: Property Description.....	23
Exhibit B: Representations.....	25
Exhibit C: Notices.....	26
Exhibit D: Form of Deed.....	27
Exhibit E: Seller's Records.....	29

Authorizing Ordinance:

Seller: Rosillo Creek Development, LTD

Address: 1616 Calle Del Norte Apt, 48, Laredo, TX
78219

Phone: 956-722-7791

Type of

Entity: A Texas limited partnership

Buyer: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Steve Hodges)

Phone: 210-207-8234

Email: steve.hodges@sanantonio.gov

Type of Entity: Texas Municipal Corporation

Buyer's Counsel: Audrey Zamora

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

Phone: 210-207-2094

Email: audrey.zamora@sanantonio.gov

Property: A 3 acre tract of land out of the Clemente Texada Survey No 233, Abstract 743, Bexar County, Texas, out of 196.748 acre tract recorded in Volume 9955, Page 2109 of the Real Property Records of Bexar County, Texas, as shown and described in **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

Title Company: Alamo Title Company

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

Phone: (210) 490-1313

Email: Carolyn.Fletcher@alamotitle.com

Purchase Price: \$45,000.00

Earnest Money: \$1,500.00

Independent Consideration: \$100.00

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

Survey Category: Boundary

County for Performance Bexar County, Texas

1. Deadlines and Other Dates.

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

- | | | | |
|-------|---|----|---|
| 1.01. | Earnest Money Deadline | 10 | Days after the Effective Date |
| 1.02. | Delivery of Title Commitment | 30 | Days after the Effective Date |
| 1.03. | Delivery of Survey | 20 | Days after Effective Date |
| 1.04. | Delivery of legible copies of instruments referenced in the Title Commitment and Survey | 10 | Days after the Effective Date |
| 1.05. | Delivery of Seller's records as specified in Exhibit C | 10 | Days after the Effective Date |
| 1.06. | Buyer's Objection Deadline | 20 | Days after the receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment, Survey |
| 1.07. | Seller's Cure Notice Deadline | 10 | Days after Buyer's Objection Deadline |
| 1.08. | Buyer's Termination Deadline | 10 | Days after Notice of Cure Deadline |
| 1.09. | End of Inspection Period | | Within 180 Days after the Effective Date |
| 1.10. | Closing Date | | 30 Days after the End of Inspection Period |

The deadlines may be altered by the mutual agreement of the parties. The Director of the Transportation and Capital Improvements Department may consent to such changes on behalf of Buyer without further authorization of City Council.

2. Closing Documents.

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

General Warranty Deed

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

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

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

Evidence of Buyer's authority to consummate this transaction

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 D**.

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

3. Exhibits.

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

Exhibit A — Property Description

Exhibit B — Representations

Exhibit C — Notices

Exhibit D — Form of Deed

Exhibit E — Seller's Records

4. Purchase and Sale of Property.

Subject to the terms and provisions of this Agreement, Seller will convey the Property to Buyer, and Buyer will purchase the Property from Seller. The purchase and sale includes (a)(i) all buildings, fixtures, structures and improvements thereon; (ii) any strips or gores between the Property and all abutting properties; (ii) all roads, alleys, rights-of-way, easements, streets, and ways adjacent to or serving the Property and rights of ingress and egress thereto, whether

surface, subsurface or otherwise; (iii) and land lying in the bed of any street, road, or access way, opened or proposed in front of, at a side of or adjoining the Property, to the centerline of such street, road or access way; and (b) all of Seller's rights, titles, and interests, if any, in and to (i) all mineral interests of any kind or character pertaining to the Property; (ii) all water rights of any kind or character pertaining to the Property; (iii) all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Property, including, without limitation, development rights, grandfathered or vested rights, and other governmental permits or approvals regarding the development and improvement of the Property; (iv) all permits, contracts, drainage easements, and rights of any kind or character to receive utilities services for the Property; and (v) all other transferable rights, privileges and appurtenances belonging or in any way pertaining to the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

5. Title and Survey.

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 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. The Title Commitment must show Seller as the record title owner of the Land. "Title Policy" means an standard form of Texas Owner's Policy of Title Insurance issued by Title Company, as agent for Underwriter, in the amount of the Purchase Price and in conformity with the last Title Commitment delivered to and approved by Buyer, insuring Buyer's fee simple title to the Land as good and indefeasible subject to the terms of the Title Policy and the exceptions specified in it.

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

5.05. *Delivery of Title Commitment, Survey.* Seller must deliver the Title Commitment and the Survey by the deadline stated in section 1. If the Property is out of a larger tract, the Commitment is not considered received by the Buyer for the purposes of this contract until the description of the Property has been provided by the Survey and the Commitment has been issued pertaining only to the Property as so described.

5.06. *Buyer's Objections.* Buyer has until the Buyer's Objection Deadline to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Buyer's Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and 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."

5.07. 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 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.

5.08. *Mandatory Cure Items.* Despite any other provision of this agreement, all liquidated liens disclosed in the Title Commitment (or any subsequent commitment); (ii) all other exceptions disclosed in the Title Commitment (or any subsequent commitment) arising on or after the Effective Date of this Agreement and are not attributable to actions by Buyer; and (iii) all Buyer Objections that Seller agrees in writing to cure at or prior to Closing (collectively, the "Mandatory Cure Items"), must be satisfied, cured, or removed by Seller, at Seller's sole cost and expense, at or before Closing.

5.09. *Cross-Collateralization.* If the Property is subject to liens securing indebtedness that is also secured by liens on land other than the Property, and if the amount of the indebtedness exceeds the Purchase Price less Seller's reasonably estimated closing costs, then the following provisions shall apply: During the Inspection Period, Seller must obtain from the lienholder a binding written agreement ("Release Agreement") for the benefit of Seller and Buyer under which the lienholder agrees to provide a partial release of liens in conjunction with the Closing upon receipt of an amount that is equal or less than the Purchase Price less Seller's reasonably estimated closing costs. The Inspection Period will be extended for not more than 90 days if necessary to obtain a Release Agreement. If the Release Agreement is not obtained within the 90 days, Buyer may terminate this Agreement and recover the Earnest Money by giving notice to Seller at any time thereafter before receiving the Release Agreement.

5.10. *Just Condemnation Value.* If Seller is unable or unwilling to cure clouds or encumbrances in the Property's title unacceptable to Buyer, Buyer may choose to terminate this contract and condemn the Property. If Buyer chooses to terminate this contract and condemn the

property, then Seller and Buyer acknowledge that just compensation for Buyer's taking the Property shall be the Purchase Price. Seller and Buyer declare the Purchase Price to be the fair market value of the Property for purposes of such condemnation. This acknowledgment and declaration survives termination of this agreement.

5.11. Waiver of Repurchase Right. As to any condemnation by Buyer completed within one (1) year following the termination of this contract, Seller knowingly and intentionally waives the requirements of (A) Texas Property Code §§ 21.0111, 21.0112, and 21.023, which relate to information disclosure and (B) Texas Property Code §§ 21.101 through 21.103, which relate to repurchase. Seller's agreement to these terms shall survive any decision by Buyer to condemn in lieu of proceeding under this contract.

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

6.02. *Extension.* Buyer may extend the Inspection Period for an additional 60 days if it determines in its discretion that it needs to perform a Phase II environmental site assessment.

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

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; Cooperation.

8.01. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's

notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

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

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

8.04. *Maintenance and Operation.* Until closing, Seller will maintain the Property as it existed on the Effective Date.

9. Termination.

9.01. If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Buyer shall notify Seller of such termination and have no further obligation or duties under this contract except those, if any, which survive termination per the terms of the contract. Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.

9.02. If Seller terminates this contract in accordance with any of Seller's rights to terminate, Seller shall notify Buyer of such termination and have no further obligation or duties under this contract except those, if any, which survive termination per the terms of the contract. Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to deliver the Earnest Money to Seller.

10. Allocation of Closing Costs; Earnest Money.

10.01. Seller will pay:

- a. the basic charge for the Title Policy;
- b. one-half of the escrow fee charged by Title Company;
- c. the costs to prepare the deed;

- d. the costs to obtain, deliver, and record releases of all liens to be released at closing;
- e. the costs to insure around liens not released, if any;
- f. the costs to record all documents to cure Buyer's Objections;
- g. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
- h. the additional premium for the "survey/area and boundary deletion" in the Title Policy
- i. the costs to obtain the Survey, UCC Search, and certificates or reports of ad valorem taxes;
- j. the costs to deliver copies of the instruments described in article 1; and
- k. Seller's expenses and attorney's fees.

10.02. Buyer will pay:

- a. one-half of the escrow fee charged by Title Company;
- b. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
- c. the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and
- d. Buyer's expenses and attorney's fees.

10.03. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code. In no event is Buyer liable for any roll back taxes.

10.04. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice.

10.05. *Prepaid Rent.* Buyer gets a credit a closing for all rent previously paid to Seller allocable to the period after closing.

10.06. *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.

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

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

11. Closing.

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

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

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

12. Default and Remedies.

12.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer has the following remedies:

- a. *Termination.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer.
- b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
- c. *Damages.* Buyer may sue for its damages caused by Seller's default.

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

12.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by Buyer's default cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money is a reasonable forecast of just compensation to Seller for the harm that would be caused by Buyer's default.

13. Miscellaneous Provisions.

13.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Shall Be Governed By The Laws Of The State Of Texas.**

Provided, however, the Texas conflicts of law rules shall not be used to cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

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

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

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

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

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. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to conform to the requirement that mailings be done by certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

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

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

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

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

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

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

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

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

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

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

13.18. *Administrative Agreements.* The Director of the Transportation and Capital Improvements Department ("TCI") and the Assistant Director for TCI 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 agreement and may declare defaults and pursue remedies for such defaults.

13.19 *City Process.* Except to the extent set forth in this document, the City is not obligated to take any particular action(s) or make any particular decision(s) regarding purchasing the Property, or regarding any issues raised by the City's consideration of a possible purchase of the Property, whether such action(s) or decision(s) would customarily be made by the City Council or any department of the City. Nor shall this Agreement be deemed to constitute any prejudgment or predetermination of any matters required or permitted to be considered as part of the City's determination whether to buy the Property, or whether to take any related discretionary action(s), including waiver of any process requirements, costs or abbreviation of any city procedures. Buyer will cooperate with Seller to the extent allowed by law and as directed by its governing body.

13.20. *Time of Essence.* Time is of the essence in this contract.

13.21 *Date Computation.* If any significant date falls on a Saturday, Sunday, or federal or state holiday, the date will be deemed moved to the next business day that is not a Saturday, Sunday, or federal or state holiday. The term "business day" means a day that is not a Saturday, Sunday, or federal or state holiday.

13.22 *Appropriation.* All obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council. If the City Council fails to appropriate money for any obligation under this agreement, the City may terminate this agreement and have no further liability.

14. Prohibited Interest in Contracts.

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

- (i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

14.02. Seller warrants and certifies as follows:

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

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

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

15. Public Information.

Seller acknowledges that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

City of San Antonio,
a Texas municipal corporation

Rosillo Creek Development, LTD., a
Texas limited partnership

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

City Attorney

Title Company Acceptance of Escrow and Receipt for Contract

Seller: Rosillo Creek Development, LTD

Address: 1616 Calle Del Norte Apt, 48, Laredo, TX 78219

Buyer: City of San Antonio

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

Property: A 3 acre tract of land out of the Clemente Texada Survey No 233, Abstract 743, Bexar County, Texas, out of 196.748 acre tract recorded in Volume 9955, Page 2109 of the Real Property Records of Bexar County, Texas.

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

Alamo Title Company

By: _____

Printed
Name: _____

Title: _____

Date: _____

Title Company Receipt for Earnest Money

Seller: Rosillo Creek Development, LTD

Address: 1616 Calle Del Norte Apt, 48, Laredo, TX 78219

Buyer: City of San Antonio

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

Property: A 3 acre tract of land out of the Clemente Texada Survey No 233, Abstract 743, Bexar County, Texas, out of 196.748 acre tract recorded in Volume 9955, Page 2109 of the Real Property Records of Bexar County, Texas.

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

Amount: _____

Alamo Title Company

By: _____

Printed
Name: _____

Title: _____

Date: _____

Exhibit A: Property Description

METES AND BOUNDS DESCRIPTION

December 11, 2017

Being a 3.000 acre tract out of the Clemente Texada Survey No. 233, Abstract 743, Bexar County, Texas out of a 196.748 acre tract recorded in Volume 9955, Page 2109, Real Property Records, Bexar County, Texas, said 3.000 acre tract being more particularly described as follows.

BEGINNING at a 1/2" iron rod set for the northeast corner of the herein described tract, said 1/2" iron rod set being South 00°33'24" East, 161.70 feet, along the west Right-of-way line of said N. Foster Rd., and S89°41'34"W, 3.00 feet, across said 196.748 acre tract from a 1/2" iron rod found for the northeast corner of said 196.748 acre tract;

THENCE, South 00°18'36" East, 400.00 feet across said 196.748 acre tract to a 1/2" iron rod set for the southeasterly corner of the herein described tract;

THENCE, South 89°41'34" West, 330.00 feet across said 196.748 acre tract to a 1/2" iron rod set for the southwest corner of the herein described tract;

THENCE, North 00°18'36" West, 400.00 feet across said 196.748 acre tract to a 1/2" iron rod set for the northwest corner of the herein described tract;

THENCE, North 89°41'34" East, 330.00 feet across said 196.748 acre tract to the POINT OF BEGINNING.

Stephen G. Cook
Registered Professional Land S
TBPLS Firm No. 5293
TBPE Firm # F-184

SGCE No. 999-778-248





SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:			
VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---
VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---	VOL. --- PAGE --- RECORDS ---
LEGEND N45°00'00"E RECORD INFORMATION S45°00'00"W AS MEASURED IN FIELD --- WOOD FENCE X--- WIRE FENCE ⊕--- CHAIN LINK FENCE ○ PROPERTY CORNER MONUMENTATION ○ GUARD SET ⊙ CONCRETE CURB ⊕ FIRE HYDRANT ⊕ TRANSFORMER ⊕ ELECTRIC BOX ⊕ TELEPHONE PEDESTAL ⊕ CABLE TV BOX ⊕ POWER POLE ⊕ RETAINING WALL ⊕ AC ⊕ TREE ⊕ WATER METER ⊕ WATER VALVE ⊕ SAN SEWER MANHOLE ⊕ CLEAN OUT ⊕ LIGHT POST ⊕ OVERHEAD ELECTRICAL LINE ⊕ WATER FLOW			
NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL SETBACK / EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY. NOTE: NO FENCES AT THE TIME OF THIS SURVEY. NOTE: THE BEARINGS FOR THIS SURVEY ARE ESTABLISHED VIA GPS DATA COLLECTION USING SOUTH CENTRAL TEXAS STATE PLANE COORDINATES.			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109			
NOTE: 3.00 ACRE PARCEL OUT OF 196.748 ACRES, N.C.B. 17992, 17993, 35098, 12867.			
REMAINING PORTION OF A 701.078 ACRE TRACT VOL. 9955, PG. 2109			
* - TO BE PLATTED ** - 1/2" IRON ROD SET			
LOT(S) * BLOCK * N.C.B. * SUBDIVISION TO BE PLATTED VOLUME * PAGE * DOC# -- OF THE * RECORDS OF BEXAR COUNTY. WITNESS MY HAND AND SEAL THIS 7th DAY OF DECEMBER, 2017 ADDRESS: TO BE PLATTED BUYER: KEVIN SADLER OF# --			
I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN. COPYRIGHT © 2017 STEPHEN G. COOK ENGINEERING, INC. ALL RIGHTS RESERVED.			
999-778-248C SGCE JOB NO# ES/G.S.I JPA DRAWN BY SURV. BY DISK CADD/W		PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES.	
STEPHEN G. COOK, R.P.L.S.		REVISION DATE: 12/15/17 G.S.I. METES & BOUNDS REF. BEARING	
			
STEPHEN G. COOK ENGINEERING, INC. 12000 STARCREST, SUITE 107 REGISTERED LAND SURVEYORS SAN ANTONIO, TEXAS 78247-4117 TSP# FIRM # F-184 210/481-2535 • FAX: 210/481-2150 TBPLS # 10005400 WWW.SGCE.NET			

Exhibit B: Representations

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 limited partnership duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *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.
5. *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.
6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
8. *Prepaid Rent.* As of closing, Seller has received no prepaid rent except as reflected on the closing statement as a credit to Buyer.
9. *Wells.* There are no water or other wells on the property, capped or uncapped, registered or unregistered.

Exhibit C: Notices

Seller shall deliver the following notices, statements, and certificates to Buyer or provide information as to nonapplicability to the Property:

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code as well as proof that storage tanks are currently in compliance with Texas Commission on Environmental Quality requirements.

Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in sections 49.452 and 54.016(h)(4)(A) of the Texas Water Code, with the form of notice to be used being dependent on whether the property is (1) located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (2) located in whole or in part within the corporate boundaries of a municipality, or (3) not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities.

Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.

Notice of deed restrictions, described in section 230.005 of the Texas Local Government Code.

Notice for unimproved property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code

Insurance notice to applicant, described in section 343.104 of the Texas Finance Code

Exhibit D: 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.

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

**Ordinance Authorizing
Acceptance:**

SP No./Parcel:

Grantor:

**Grantor's Mailing
Address (including county):**

Grantee: City of San Antonio

**Grantee's Mailing
Address (including county):**

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

Consideration:

Property:

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys the Property to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging;

To Have and To Hold the above described Property to Grantee, and Grantee's heirs and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereto [by, through or under Grantor but not otherwise].

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

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

Assignment of Claims

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

Date: _____

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

THE STATE OF TEXAS §

COUNTY OF BEXAR §

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

Date: _____

Notary Public, State of Texas

My commission expires: _____

Approved as to Form:

City Attorney

After recording, please return to:

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

Exhibit E: Seller's Records

Seller's Records

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

Governmental

governmental licenses, certificates, permits, and approvals

tax statements for the current year and last year

notices of appraised value for the current year and last year

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

Land

soil reports

environmental reports

water rights

engineering reports

prior surveys

site plans

Facilities

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

warranty agreements

management, service, equipment, supply, and maintenance agreements

ADA and other building inspection reports

engineering reports

environmental reports

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

life-safety plans