

PURCHASE AGREEMENT

* * * * *

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, CITY OF SAN ANTONIO, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of **TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND NO/100 (\$217,800.00) DOLLARS** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by Deed Without Warranty to **ROCKPORT FAMILY PARTNERSHIP, LTD.**, hereinafter referred to as "**PURCHASER**"; a good, marketable, and fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described property (the "Property") in the City of San Antonio, Bexar County, Texas, to-wit:

BEING A 5.00 ACRE (217,801 SQUARE FEET) TRACT OF LAND OUT OF A 71.678 ACRE TRACT BEING SITUATED IN NEW CITY BLOCK 15911, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS ; SAID 5.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED EXHIBIT "A" HERETO AND MADE A PART HEREOF.

Together with all improvements incident or belonging thereto. The above consideration includes payment for a Deed Without Warranty conveyance to the above described property.

SPECIAL CONDITIONS: SALE OF THE PROPERTY IS SUBJECT TO EITHER (A) APPROVAL OF A PLAT RESERVING THE EASEMENTS AND DEDICATIONS DESCRIBED ON THE ATTACHED EXHIBIT "B" OR (B) PURCHASER INCLUDING LANGUAGE IN THE DEED AGREEING TO RESERVE SUCH EASEMENTS AND MAKE SUCH DEDICATIONS WHEN A PLAT IS APPROVED.

Purchaser's obligation to purchase the property shall be contingent upon:
The satisfactory conclusion of all due diligence work, to be accomplished within a 90 day Feasibility Period running from the date Seller executes this Purchaser Agreement.

ACCESS TO THE PROPERTY: Purchaser shall have full access to the property during the contract period for necessary inspections and tests.

SELLER hereby agrees to furnish **PURCHASER** a Release, Partial Release or Subordination of Lien, if applicable.

The **PURCHASER** and **SELLER** shall bear the expense of applicable closing costs except that Seller will provide a Title Insurance Policy at Seller's expense and shall also provide a survey within thirty (30) days of contract execution as well.

DEPOSIT: Upon acceptance of a fully executed Purchase Agreement, Purchaser shall deposit with Seller **\$5,000.00** to be held by First American Title Company (Attn: Corinna Cashion), as Earnest Money which shall be applied to the Purchase Price and be fully refundable should conditions to closing not be satisfied. If Purchaser terminates this Purchase Agreement during the Feasibility Period, the Earnest Money shall be refunded to Purchaser. If Purchaser does not terminate this Purchase Agreement during the Feasibility Period, then such Earnest Money shall be nonrefundable to Purchaser except in the event of a default by Seller; provided, however, that retention of such Earnest Money shall be Seller's sole remedy in event of a default by Purchaser hereunder, such Earnest Money agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages.

FIRST AMERICAN TITLE COMPANY shall act as escrow agent.

CLOSING: The Closing shall occur at the offices of First American Title Company no later than (30) days following approval of the plat of the Property or upon such earlier date mutually agreed upon between Purchaser and Seller. At the Closing, Purchaser shall pay the Purchaser Price and Seller will deliver a Deed Without Warranty conveying good, marketable title to the above described Property in the condition and subject only to the exceptions and reservations stated above. Seller will also deliver to Purchaser exclusive possession of the Property and Seller and Purchaser will executed such instruments and documents as are required by the escrow agent

and customary in connection with real estate closings in Bexar County, including an affidavit from Seller sufficient to remove the exceptions for debts, liens and unrecorded leases.

Until title has been conveyed to the **PURCHASER**, loss or damage to the property by fire or other casualty shall be at the risk of the **SELLER** and the amount thereof shall be deducted from the Purchase Price. In the event this sale fails to close through no fault of **SELLER**, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Property.

This contract shall not be binding upon either party until it is accepted by the **SELLER**, acting by and through the official named below. This contract contains the entire consideration for the sale and conveyance of the property, it being agreed and understood that there is no valid other written or parole agreement regarding the property between **PURCHASER** and the City, or any officer or employee of the City.

SELLER represents that there are no water wells or underground storage tanks on the property, capped or uncapped, registered or unregistered.

If examination of title or any other source discloses any defects in the title to the Property which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the property, then the **PURCHASER** at **PURCHASER'S** sole discretion, in lieu of completing the purchase of the property, may proceed to acquire the same or may terminate this contract and have no further obligation to the Seller whereupon the Earnest Money shall be refunded to Purchaser so long as such termination is within thirty (30) days following receipt of the survey and title commitment.

If and only if this transaction closes, Seller agrees to pay a brokerage commission ("Commission") at Closing in the amount of six percent (6%) of the Purchase Price to Providence Commercial Estate Services, Inc. (the "Broker"). Except for the Commission from Seller to Broker as provided above, each party hereby represents and warrants that it has not entered into any agreements which could give rise to a real estate commission being owed as a result of this Contract.

EXECUTED this the _____ day of _____, 2018.

CITY OF SAN ANTONIO
a Texas municipal corporation

BY: _____
STEVEN F. HODGES
REAL ESTATE MANAGER
REAL ESTATE DIVISION

ACCEPTED:

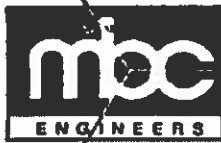
ROCKPORT FAMILY PARTNERSHIP, LTD.:
a Texas limited partnership

BY: _____

PARCEL ADDRESS:
S. Weidner Road

PRINTED NAME: Darren B. Casey
TITLE: President of General Partner

Exhibit "A"
Legal Description



MACINA • BOSE • COPELAND and ASSOCIATES, INC
CONSULTING ENGINEERS AND LAND SURVEYORS

415 Breesport Drive, San Antonio, Texas 78216
(210) 349-0151 FAX (210) 349-9302

METES AND BOUNDS DESCRIPTIONS
5.000 ACRE TRACT
SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING 5.000 ACRE (217,801 SQUARE FEET) OUT OF A 71.678 ACRE TRACT AS RECORDED IN VOLUME 7595, PAGE 988 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, SAID 71.678 ACRES BEING OUT OF A CALLED 158.687 ACRE TRACT AS RECORDED IN VOLUME 6175, PAGE 1465 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, SAID 71.678 ACRES BEING SITUATED IN NEW CITY BLOCK 15911, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND BEING PARTIALLY OUT OF THE J.F.A. SCOTT SURVEY NO. 323, ABSTRACT 676, AND PARTIALLY OUT THE HYPOLITO MENDIOLA SURVEY NO. 308, ABSTRACT NO. 491, SAID 158.687 ACRE TRACT BEING THAT SAME TRACT AS DESCRIBED IN VOLUME 5713, PAGE 811 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: At a found 1/4" iron rod and cap "M.B.C." on the east right-of-way line of Weidner Road (a variable width right-of-way), said 1/4" iron rod being the northwest corner of this 5.000 acre tract, the southwest corner of a called 0.500 of an acre tract and also being N 00°08'53" W 818.43 feet from a found 1/4" iron rod at the intersection of the east right-of-way line of Weidner Road (a varying width right-of-way) and the north right-of-way line of Schertz Road (an 80' right-of-way);

THENCE: N 59°52'40" E 289.96 feet passing at 211.74 feet the southeast corner of said 0.500 acre tract as recorded in Volume 4760, Page 1532 of the Official Public Records of Real Property, to a set 1/4" iron rod and cap "M.B.C." for the northernmost corner of this tract;

THENCE: S 27°44'43" E 660.07 feet to a set 1/4" iron rod and cap "M.B.C." at the southeast corner of this tract;

THENCE: S 89°59'21" W 556.96 feet to a set 1/4" iron rod and cap "M.B.C." for the southwest corner of this tract, said 1/4" iron rod being on the east right-of-way line of Weidner Road;

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EXHIBIT A

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ROGER W. BOSE, P.E. NO. 23972 • ROBERT A. COPELAND, P.E. NO. 24616 • ROBERT A. UESMAN, P.E. NO. 44131
SAMUEL B. BLEDSOE, III, P.E. NO. 38820 • DAVID L. ALLEN, P.E. NO. 66073 • ROBERT A. COPELAND, JR. P.E. NO. 70868

THENCE: N 00°08'53" W 438.77 feet along the aforementioned east right-of-way of Weidner Road to the POINT OF BEGINNING of this 5.000 acre tract.

I, I. Ray Inman, Registered Professional Land Surveyor do hereby affirm that this description represents the results of a survey made on the ground by the firm of Macina, Bose, Copeland & Associates, Inc.


I. RAY INMAN
REGISTERED PROFESSIONAL LAND SURVEYOR



26559
May 19, 1999
IRI/DWM/lk

018005 PG 1899

EXHIBIT A

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Exhibit "B"
Canvassing Responses

TCI - Storm Water: At time of platting, the storm water management plan shall provide all calculations, plan sheets, exhibits and any other information required by the UDC for the **design and construction of the mandatory detention facility required to be constructed for this development.** Furthermore, **the location of the mandatory detention facility shall be shown on their plat submittal and the information requested by the conditional approval CAN NOT BE DEFERRED to the permit stage.** Also, this canvassing sheet must be included in the plat submittal package to the storm water review team. [Amy Ronnfeldt, TCI Storm Water, 210-207-8084, amy.ronnfeldt@sanantonio.gov]

TCI - Traffic: Retain 35' ROW from centerline of Weidner (70' total). [Christina De La Cruz, TCI Traffic Engineering, 210-207-7732, christina.delacruz@sanantonio.gov]

SAWS: SAWS has a sewer main traversing this property and property adjacent to this property that is protected by a 16' **Sanitary Sewer Easement** dedicated by plat recorded in Volume 9560, Page 18 of the Deed and Plat records of Bexar County, Texas (see attached plat); therefore Petitioner must agree to allow SAWS perpetual access on, over, across and through this property and any property Petitioner owns adjacent to this property for inspection, operations, maintenance, construction, reconstruction and realignment of its facilities.

San Antonio Water system is requesting a new sewer easement to repair and replace the existing sewer line of the subject property. [Bruce Haby, San Antonio Water System, 210-233-3636, bruce.haby@saws.org]

CPS Energy – Overhead Engineering: Will need a 14' easement along Weidner Road. A 28 foot wide easement will be required for the overhead three phase line on the north of property, coming from Weidner Road will need to remain.

Distribution Planning: We need to keep the existing easement on the east side of Weidner Road and on the north side of the property for the existing three-phase overhead line.

ROW Management: CPSE requires easements to be platted for existing electric and gas lines.

Gas Engineering: Prior to development, gas and electric easements are to be included adjacent to the public ROW's.

[Mark Brumbaugh, CPS Energy, 210-353-3686, mfbrumbaugh@cpsenergy.com]