

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

AN ORDINANCE

**DECLARING AN UNIMPROVED 8.67 ACRE TRACT OF CITY
OWNED REAL PROPERTY LOCATED AT 851 SOUTH ACME IN
COUNCIL DISTRICT 6 AS SURPLUS AND AUTHORIZING ITS
SALE TO G.F.B. SERVICES INC. FOR \$360,000.00.**

* * * * *

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 sell to G.F.B. Services Inc. the 8.67 acre tract, more or less, as shown and described in **Attachment I**, which is incorporated herein for all purposes as if fully stated, for \$360,000.00. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city a purchase and sale contract and deed without warranty, substantially in the form shown in **Attachment II**, conveying the above-described property. The City Manager and her designee, 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. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 22300000253 and General Ledger 4903101.

SECTION 3. The disposition of 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 4. 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 5. 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 **th** day of _____, **2017**.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

DRAFT

Attachment I



**METES AND BOUNDS DESCRIPTION
FOR**

**8.67 ACRES
(377,784 SQUARE FEET)**

8.67 ACRE (377,784 SQUARE FEET) TRACT OF LAND CONSISTING OF 0.28 ACRES OUT OF THE I. & G.N.R.R. CO. SURVEY NO. 1 AND 8.39 ACRES OUT OF THE RAFAEL HERRERA SURVEY NO. 174, ABSTRACT 311, NEW CITY BLOCK 13940, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING OUT OF TRACT XIII, A 15.372 ACRE TRACT, AS RECORDED IN VOLUME 6696, PAGES 1286-1326, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set 1/2" iron pin at the northeast cut-off of Wintergarden Drive and State Highway 151;

THENCE: N 48°36'33" W, a distance of 116.00 feet to a set 1/2" iron pin at the east right-of-way of State Highway 151, to a non-tangent curve to the left, for the a corner of this tract;

THENCE: along said curve, whose radius is 3039.79 feet, central angle of 03°54'14", tangent length of 103.60 feet, arc length of 207.12 feet, chord bearing of N 10°15'48" W, chord distance of 207.08 feet to a set 1/2" iron pin;

THENCE: N 11°29'20" W, a distance of 266.26 feet to a set 1/2" iron pin, for a corner of this tract;

THENCE: N 15°12'12" W, a distance of 214.27 feet to a set 1/2" iron pin, for a corner of this tract;

THENCE: N 24°06'41" W, a distance of 21.18 feet to a set 1/2" iron pin at the south corner of Lot 1, Block 4, New City Block 16504, JB #944, as recorded in Volume 9562, Page 105, Deed and Plat Records of Bexar County, Texas;

THENCE: departing the east right-of-way of State Highway 151, N 64°21'24" E, a distance 533.53 feet to a set 1/2" iron pin, for a corner of this tract;

THENCE: S 89°36'02" E, a distance of 30.80 feet to a set 1/2" iron pin at the southeast corner of Lot 3, Block 4, New City Block 16504 and the west right-of-way of Acme Road;

THENCE: S 00°23'59" W, a distance of 976.38 feet to a set 1/2" iron pin at the point of curvature of a curve to the right;

THENCE: along said curve to the right, whose radius is 25.00 feet, central angle of 90°17'07", tangent length of 25.12 feet, arc length of 39.39 feet, chord bearing of S 45°32'31" W, a distance of 35.44 feet to a set 1/2" iron pin at the north right-of-way of Wintergarden Drive, for a corner of this tract;

THENCE: along the north right-of-way of Wintergarden Drive, N 89°18'55" W, a distance of 237.88 feet to the POINT OF BEGINNING and containing 8.67 acres (377,784 square feet) of land.



Armando A. Aranda
Registered Public Land Surveyor No. 1398



3305
Revised July 20, 2012
July 19, 2012
AAA/amg

Attachment II: Form of Purchase and Sale Contract (Including Deed)

Real Estate Sales Contract

(851 South Acme)

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Authorizing Ordinance:

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

Seller: 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: a Texas municipal corporation

Buyer: G.F.B. Services, Inc.

Address: 915 S Acme Road
San Antonio, TX 78237

Phone: 210-396-6591

Email: gabriel.franco@gfbservices.com

Type of Entity: a Texas for-profit corporation

Property: 8.67 acres of land consisting of 0.28 acre out of the I&G.N.R.R. Company Survey Number 1 and 8.39 acres out of the Rafael Herrera Survey Number 1/74, Abstract 311, New City Block 13940, San Antonio, Bexar County, Texas and more fully described in **Exhibit A** ("Land").

Title Company: Chicago Title Insurance Company
Attn: Doug Becker

Address: 270 N. Loop 1604 East, Suite 100
San Antonio, TX 78232

Email: doug.becker@ctt.com

Purchase Price: \$360,000.00

Earnest Money: \$1,000.00

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

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 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. 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. Asbestos Survey Deadline	Not required per code (no buildings on property)
1.07. Buyer's Objection Deadline	20 Days after the receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment, Survey
1.08. Buyer's Termination Deadline	10 Days after Notice of Cure Deadline
1.09. End of Inspection Period	180 Days after the Effective Date
1.10. Closing Date	30 days after the Inspection Period
1.11. Closing Time	10:00 A.M.

1.12. 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 Seller without further authorization of City Council.

1.13. The representations of the parties on **Exhibit B** are true and correct at the time of signing this Agreement and will be true at Closing.

1.14. The deed delivered at Closing must be substantially in the form shown at **Exhibit C**.

2. Buyer's Activities on the Property.

If Buyer enters the Property before closing for further inspection or testing or any other reason, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property. Further, 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.

3. Closing Documents.

3.01. 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

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

Evidence of Buyer's authority to consummate this transaction

Purchase Price

4. Closing.

4.01. *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. *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.
- c. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

4.02. *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 Survey and 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 Seller's expense;

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.

5. Prohibited Interests in Contracts.

5.01 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.

5.02 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.

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

6. Miscellaneous Provisions.

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

6.02. *Successors.* This Agreement 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 in another section.

6.03. *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.**

6.04. *Modification.*

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

6.04.02. The Director of the Transportation and Capital Improvements Department 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 Agreement.

6.05. *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. The giving of notice is complete three days after its 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 given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

6.06. *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 agreement

6.07. *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.**

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

6.09. *Administrative Agreements.* The Director of the Transportation and Capital Improvements Department and the Assistant Director for Support Services 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.

6.10. *Code Provisions.* Buyer shall follow all local, state and federal laws, including obtaining proper permits, related to his acquisition and ownership of the property. The site must be platted, if applicable, in accordance with the Unified Development Code, per Section 35-430.

6.11. *City Process.* Nothing in this Agreement obligates the City to take any particular action(s) or make any particular decision(s) regarding sale of the Property, or regarding any issues raised by the City's consideration of a possible sale of the Property, except as stated above, whether such action(s) or decision(s) would customarily be made by the City Council, the Planning Commission 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 sell the Property, or whether to take any related discretionary action(s), including waiver of any permit requirements or abbreviation of any city procedures. Seller will cooperate with Buyer to the extent allowed by law and as directed by its governing body. Buyer

understands that there is no agreement or guarantee related to the outcome or approval of any application that Buyer may submit for the Property.

7. 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 agreement waives an otherwise applicable exception to disclosure.

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

Seller:

City of San Antonio, a Texas
municipal corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Buyer:

G.F.B. Services, Inc., a Texas
corporation

Signature:  _____

Printed Name: Gabriel Franco

Title: President

Date: 7-31-17

Attest:

City Clerk

Approved as to Form:

City Attorney

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

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

Buyer: G.F.B. Services, Inc.

Address: 915 S Acme Road
San Antonio, TX 78237

Property: 8.67 acres of land consisting of 0.28 acre out of the I&G.N.R.R. Company Survey Number 1 and 8.39 acres out of the Rafael Herrera Survey Number 1/74, Abstract 311, New City Block 13940, San Antonio, 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.

Chicago Title Insurance Company

By: _____

Printed
Name:

Title: _____

Date: _____

Exhibit A: Property Descriptions

METES AND BOUNDS DESCRIPTION FOR

0.67 ACRES
(377,784 SQUARE FEET)

0.67 ACRE (377,784 SQUARE FEET) TRACT OF LAND CONSISTING OF 0.28 ACRES OUT OF THE L. A. GONZALEZ CO. SURVEY NO. 1 AND 0.39 ACRES OUT OF THE RAFAEL HERRERA SURVEY NO. 174, ABSTRACT 311, NEW CITY BLOCK 12842, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING OUT OF TRACT XII, A 14.375 ACRE TRACT, AS RECORDED IN VOLUMES 6696, PAGES 1286-1288, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set 1/2" iron pin at the southeast end of Wintersgarden Drive and State Highway 151;

THENCE: N 48°16'33" W, a distance of 116.00 feet to a set 1/2" iron pin at the east right-of-way of State Highway 151, to a non-curved curve to the left, for the corner of this tract;

THENCE: along said curve, whose radius is 3039.79 feet, central angle of 03°56'14", tangent length of 183.60 feet, arc length of 207.12 feet, chord bearing of N 10°13'48" W, chord distance of 207.08 feet to a set 1/2" iron pin;

THENCE: N 11°29'20" W, a distance of 266.26 feet to a set 1/2" iron pin, for a corner of this tract;

THENCE: N 13°12'12" W, a distance of 214.27 feet to a set 1/2" iron pin, for a corner of this tract;

THENCE: N 24°06'41" W, a distance of 21.18 feet to a set 1/2" iron pin at the south corner of Lot 1, Block 4, New City Block 16504, JB #944, as recorded in Volume 9562, Page 105, Deed and Plat Records of Bexar County, Texas;

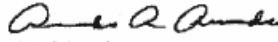
THENCE: departing the east right-of-way of State Highway 151, N 64°21'54" E, a distance 333.53 feet to a set 1/2" iron pin, for a corner of this tract;

THENCE: S 89°16'02" E, a distance of 39.80 feet to a set 1/2" iron pin at the southeast corner of Lot 3, Block 4, New City Block 16504 and the west right-of-way of Acme Road;

THENCE: S 00°23'59" W, a distance of 976.38 feet to a set 1/2" iron pin at the point of curvature of a curve to the right;

THENCE: along said curve to the right, whose radius is 25.00 feet, central angle of 90°17'07", tangent length of 25.12 feet, arc length of 39.39 feet, chord bearing of S 49°22'51" W, a distance of 35.44 feet to a set 1/2" iron pin at the north right-of-way of Wintersgarden Drive, for a corner of this tract;

THENCE: along the north right-of-way of Wintersgarden Drive, N 89°18'55" W, a distance of 237.81 feet to the POINT OF BEGINNING and consisting 0.67 acres (377,784 square feet) of land.


Armando A. Aranda
Registered Public Land Surveyor No. 1398



3305
Revised July 20, 2012
July 19, 2012
AAA/mmg

Exhibit B: Representations

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 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.

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 or in the notices, statements, and certificates set forth in Exhibit D, 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, Except The Warranty Of Title In The Closing Documents, Are Disclaimed.

Additionally, the Property shall be conveyed subject to a reservation of a drainage easement in favor of the City of San Antonio.

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. Environmental Matters

After Closing, As Between Buyer And Seller, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Buyer, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Buyer Indemnifies, Holds Harmless, And Releases Seller From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (Cercla), The Resource Conservation And Recovery Act (Rcra), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental

Problems Affecting The Property Arising As The Result Of Seller's Own Negligence Or The Negligence Of Seller's Representatives. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Sellers In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.

These provisions regarding Environmental Matters shall survive closing, and remain in effect indefinitely. The provisions of this section C regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

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 corporation, 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 is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Buyer that might 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(b)

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: G.F.B. Services, Inc.

Grantee's Mailing Address: 915 S Acme Road
San Antonio, TX 78237

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:

more particularly described by metes and bounds and shown by survey on **Exhibit "A"** attached hereto and

incorporated herein verbatim for all purposes.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

- A. **Reservations:** All reservations affecting the Property.
- B. **Easements:** All recorded and unrecorded easements, whether or not open and obvious.
- C. **Restrictions:** All covenants and restrictions affecting the Property.
- D. **Exceptions:** All instruments affecting the Property, whether or not recorded.
- E. **Conditions:** All conditions affecting the Property.

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.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

Grantee acknowledges and agrees that the Grantee assumes all risk, liability and expenses associated with the abatement of any asbestos discovered on the property, and releases Grantor from any future liability or expense associated with asbestos abatement.

After Closing, As Between Grantee And Grantor, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before

Closing, Will Be The Sole Responsibility Of Grantee, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Grantee Indemnifies, Holds Harmless, And Releases Grantor From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (Cercla), The Resource Conservation And Recovery Act (Rcra), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Grantor's Own Negligence Or The Negligence Of Grantor's Representatives. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Grantors In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Discla

In Witness Whereof, Gr

Grantor:

City of San Antonio, a T

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

d:

By: _____

Printed
Name: _____

Title: _____

Date: _____

Approved As To Form:

By: _____
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:

G.F.B. Services, Inc.
915 S Acme Road
San Antonio, TX 78237