

Real Estate Sales Contract

(507 Nolan)

Table of Contents

1. Purchase and Sale of Property.....	2
2. Buyer's Activities on the Property.....	4
3. Closing Documents.....	4
4. Closing.....	4
5. Prohibited Interests in Contracts.....	6
6. Miscellaneous Provisions.....	6
7. Public Information.....	8
Title Company Acknowledgment and Receipt.....	10
Exhibit A: Property Descriptions.....	11
Exhibit B: Representations.....	12
Exhibit C: Form of Deed.....	16

Authorizing Ordinance:

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

Seller: City of San Antonio

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

Phone: 210-207-6970

Email: malmeria@sanantonio.gov

Type of Entity: a Texas municipal corporation

Buyer: Enrlour Investments LLC

Address: 20327 Knights Banner, SAT, 78258

Phone: 210-317-7850

Email: lourdes@americanrealtyusa.com - Broker

Type of Entity: Limited liability company

Property: The land commonly known as 507 Nolan, a tract of land consisting of approximately 0.137 acres of Lot 12, Block 19, NCB 546, City of San Antonio, as recorded in Volume 14125 , Page 912 of the Deed Records of Bexar County, Texas and more fully described in **Exhibit A** (“Land”) , together with improvements to the Land.

Title Company: First American Title
Attn: Nefi Miramontes

Address: 10999 IH 10 West, Suite 850
San Antonio, Texas 78230

Phone: 210-247-4249

Email:

Purchase Price: \$54,500.00

**Independent
Consideration:** \$500.00

Earnest Money: \$1,500.00

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		Waived per City Council Ordinance
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.	Seller's Cure Notice Deadline	10	Days after Buyer's Objection Deadline
1.09.	Buyer's Termination Deadline	10	Days after Notice of Cure Deadline
1.10.	End of Inspection Period	90	Days after the Effective Date
1.11.	Closing Date	30 days	after the Inspection Period
1.12.	Closing Time	10:00	A.M.

1.13. The Independent Consideration is in addition to the Earnest Money and is due within three business days of the effective date of the Authorizing Ordinance.

1.14. 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.

1.15. 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.

1.16. 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.

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

6.03. *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.

6.04. *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.**

6.05. *Modification.*

6.05.01. 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.

6.05.02. 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.

6.07. *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. 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.

6.09. *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

6.10. *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.**

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

6.12. *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.

6.13 *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 sale 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:

Buyer:

City of San Antonio, a Texas
municipal corporation

Enlour Investments LLC

Signature: _____

Signature: _____

Printed
Name: _____

Printed Name: Lourdes Rangel

Title: _____

Title: Director/Manager

Date: _____

Date: _____

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: Enlour Investments LLC

Address: 20327 Knights Banner, SAT, 78258

Property: 503 Nolan

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.

First American Title

By: _____

Printed

Name: Nefi Miramontes

Title: _____

Date: _____

Exhibit A: Property Descriptions

Exhibit A

**Metes and Bounds
Remaining Portion of
Lot 12, Block 19, N.C.B. 546
City of San Antonio
Parcel No. 18226
Fire Station 1 & 3 Replacement Project
July 21, 2009**

Being the remaining portion of Lot 12, Block 19, New City Block 546, City of San Antonio, as recorded in Volume 10869, Page 2407 of the Deed Records of Bexar County, Texas, and being more particularly described as follows;

Beginning; at a set 1/2" iron rod with cap "GRE 3501" on the north right-of-way line of Nolan Street (55.8' R.O.W.), East 52.08 feet from the northeast R.O.W. intersection of N. Cherry and Nolan Street, being the southeast corner of the remaining portion of Lot 11, Block 19, N.C.B. 546, for the southwest corner of this tract described herein;

Thence; North, 129.00 feet along the east line of said Lot 11 to a found cut cross on a concrete retaining wall on the south line of Lot 19, Block 19, N.C.B. 546 as recorded in Volume 9522, Page 64 of the Deed and Plat Records of Bexar County, Texas, being the northeast corner of said Lot 11, for the northwest corner of this tract described herein;

Thence; East, 45.42 feet along the south line of said Lot 19 to a found 1/2" iron rod with cap "Westar", being the northwest corner of a 0.018 acre tract out of said Lot 12 as recorded in Volume 13451, Page 371 of the Deed Records of Bexar County, Texas, for the northeast corner of this tract described herein;

Thence; South 00°28'18" West, 129.00 feet along the west line of said 0.018 acre tract to a found 1/2" iron rod with cap "Westar" on the north R.O.W. line of said Nolan Street, being the southwest corner of said 0.018 acre tract, for the southeast corner of this tract described herein;

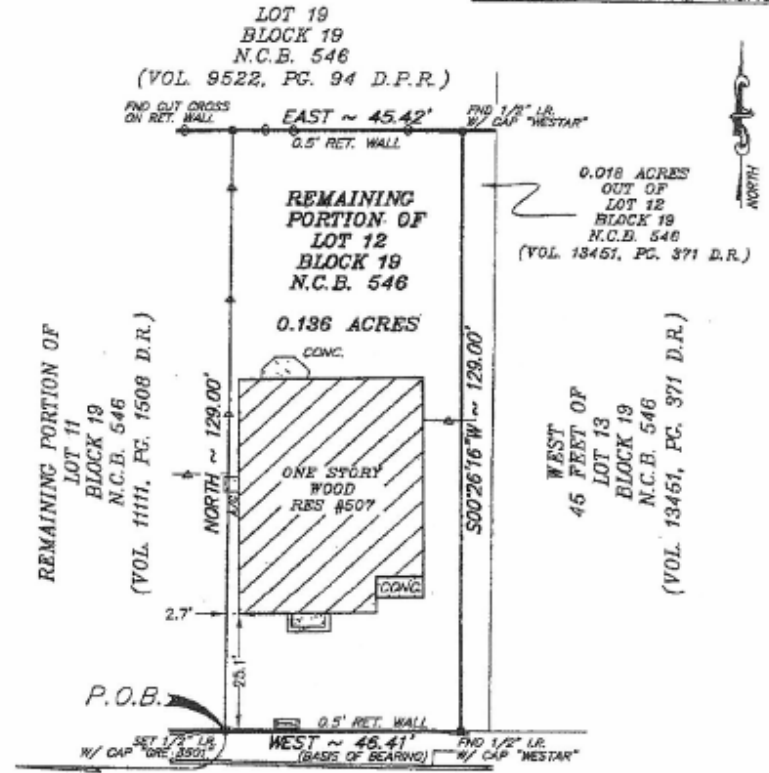
Thence; West, 46.41 feet, along said R.O.W. line, to the POINT OF BEGINNING and containing 0.138 acres of land, more or less, as surveyed on the ground by GE Reaves Engineering, Inc. on July 20, 2009.

Gaylord E. Reaves, RPLS 3501



Gaylord E. Reaves 7/21/09

X BARBED WIRE Δ SMOOTH WIRE --- WOOD FENCE
 C IRON FENCE ○ CHAIN LINK FENCE --- WATER FLOW



PARCEL NO. 18225
 FIRE STATION 1 & 3 REPLACEMENT PROJECT
 BASIS OF BEARING IS RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND
 SCALE: 1"=20' DATE OF SURVEY: 7/20/09 COMPUTED BY: KCK DRAWN BY: KCK CHECKED BY: GER

Lot(s) PORTION OF LOT 12, Block 19 N.C.B. 546
 Addition or Subdivision CITY OF SAN ANTONIO
 Volume 10868, Page 2407 of the DEED records of BEXAR County, Texas.
 Address: 507 NOLAN of No.
 Release from: CITY OF SAN ANTONIO

To: The Lessor and/or Lender and to _____
 I, Coyard E. Reeves a Registered 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. I further certify that all easements and right-of-ways of which I have been advised are shown hereon and that, except as shown hereon, there are no apparent encroachments, overlapping of improvements or conflicts in the boundary lines, and no obvious physical evidence of easements or right-of-ways by use or of the date of the said survey. This certification is made and limited to those persons or entities shown on the face of this survey and is non-transferable.

GRE GE Reeves Engineering, Inc.
 P.O. Box 791793
 San Antonio, Tx. 78279-1793
 (210) 490-4506, Fax 490-4812

THE BEARING REPRESENTED AS ACTING FIELD SURVEY BASED ON RECORDED PLATS AND/OR RECORDED DOCUMENTS IN OUR PLACE. ALL DISTANCES ARE THE PROPERTY OF OUR CLIENTS AND NOT LIABLE TO ANY OTHER PARTY UNLESS SPECIFICALLY STATED. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY THE USE OF THIS SURVEY OR THE EFFECT OF ANY INSTRUMENT OR INSTRUMENTS HEREON.

Coyard E. Reeves
 Registered Professional Land Surveyor

Date	Revision	By

JOB NO. 34134*

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.* Except for granting a security interest in 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. [Include If Applicable: Seller Makes No Warranty Of Condition, Merchantability, Or Suitability Or Fitness For A Particular Purpose With Respect To The Personal Property.] All Warranties, Except The Warranty Of Title In The Closing Documents, Are Disclaimed.

The provisions of this section B regarding the Property will be included in the deed [**include if applicable:** and bill of sale] 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.

The provisions of this section C regarding the Property will be included in the deed [**include if applicable:** and bill of sale] 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 Limited Liability 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(a)

SP No./Parcel:

Grantor: City of San Antonio

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

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

Grantee:

Grantee's Mailing Address:

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.

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 Disclaims Any Such Implication.

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

Grantor:

City of San Antonio, a Texas municipal corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

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

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:

