

AN ORDINANCE 2017-10-12-0790

AUTHORIZING THE CONVEYANCE, TO INCLUDE WATER RIGHTS, OF 827 RICHLAND DRIVE, 4007 EAST IH10, AND 856 GEMBLER, COMMONLY KNOWN AS THE RED BERRY ESTATE IN COUNCIL DISTRICT 2, TO THE SAN ANTONIO HOUSING TRUST PUBLIC FACILITY CORPORATION FOR THE AMOUNT OF \$1,473,056.00 TO FACILITATE THE REDEVELOPMENT OF THE PROPERTY WHICH WILL INCLUDE AFFORDABLE HOUSING UNITS, PUBLIC IMPROVEMENTS, AND FUTURE COMMERCIAL DEVELOPMENT; AND AUTHORIZING THE INITIATION OF REZONING OR PLAN AMENDMENTS ASSOCIATED WITH THE CONVEYANCE.

* * * * *

WHEREAS, the Red Berry Estate was identified as a catalytic project at the 2010 Eastside Summit; and

WHEREAS, in 2012, the City acquired the property for \$2.25 million and in 2016 it was appraised at \$2.5 million; and

WHEREAS, prior to 2012, the property produced approximately \$14,500.00 in ad valorem taxes annually to the City but since acquiring the property the City has spent approximately \$60,000.00 annually towards its maintenance; and

WHEREAS, the San Antonio Housing Trust Public Facility Corporation, in conjunction with NRP Group and Casey Development, is undertaking an economic development project comprised of an approximately \$61.8 million investment to the property that will include the construction of a 330 unit multi-family, mixed-income housing development, construction of a 169,000 sq. ft. commercial building, renovations to the Red Berry Mansion, and improvements to the Salado Creek Hike and Bike Trail system (the "Project"); and

WHEREAS, the City finds that redevelopment of the site will relieve the City of maintenance costs and provide an economic and social benefit to the citizens of San Antonio; **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 sell to the San Antonio Housing Trust Public Facilities Corporation the properties currently addressed as 827 Richland Drive, 4007 East IH 10, and 856 Gembler Road, commonly known as the Red Berry Estate, as described in **Attachment I**, which is incorporated herein for all purposes as if fully stated, for \$1,473,056.00. Such sale may also include up to 80 acre feet of water rights associated with the properties. The City Manager and her designee, jointly and severally, are authorized and directed to execute and deliver on behalf of the city a deed without warranty, substantially in the form shown in **Attachment II** and in compliance with all local,

state, and federal statutes, conveying the above-described property. 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 conveyance of the properties.


SECTION 3. Funds received for this Ordinance in the amount of \$1,473,056.00 shall be deposited in Fund 29104000, Internal Order 219000000022 and General Ledger 4903101. All fees associated with rezoning or amending plans for the properties stated in Section 1 are hereby waived.

SECTION 4. 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.

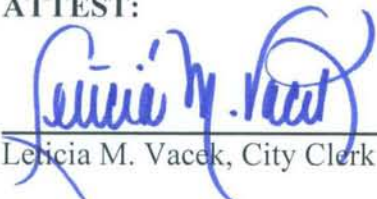
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 12th day of October, 2017.


M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	9A (in consent vote: 9A, 9B)						
Date:	10/12/2017						
Time:	10:42:30 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the conveyance, to include water rights, of 827 Richland Drive, 4007 East IH 10, and 856 Gembler Road, commonly known as the Red Berry Estate in City Council District 2, to the San Antonio Housing Trust Public Facility Corporation for the amount of \$1,473,056.00 to facilitate the redevelopment of the property which will include affordable housing units, public improvements, and future commercial development; and authorizing the initiation of rezoning or plan amendments associated with the conveyance.						
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			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			
Clayton H. Perry	District 10		x				

AZJ
10/12/17
Item No. 9A

ATTACHMENT I

Attachment I

827 Richland Drive, 4007 East IH 10, and 856 Gemblar Road

Tract 1

A tract of land containing 84.59 acre tract of land out of the Guillerma Nunez Survey No. 151, Abstract 548, New City Block 10578, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, said tract being all that same land described as comprising 84.210 acres conveyed unto the Red Berry Estate, Ltd. by Assumption Warranty Deed, executed October 25, 2002 and recorded in Volume 9761, Page 156, Bexar County Real Property Records, said 84.59 includes Lot 1, P-2, P-3 and P-4 in Appraisal Tax Records, subject 84.59 acre tract being more particularly described in Exhibit "A", attached hereto and made a part hereof.

Tract 2

A tract of land containing 0.057 acre tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being out of the Guillerma Nunez Survey No. 151, Abstract 548, New City Block 10577, and being all of a 50.00' x 50.00' tract described as SECOND TRACT conveyed unto Red Berry Estate, LTD. by Assumption Warranty Deed executed October 25, 2002 and recorded in Volume 9761, Page 156, Real Property Records of said county and state said 0.057 acre tract being more particularly described in Exhibit "B", attached hereto and made a part hereof.

Water Rights

City shall also convey 80 acre feet of water rights.

AZJ
10/12/17
Item No. 9A

ATTACHMENT II

Attachment II: Form of Contract and Deed

**Real Estate Sales Contract
(Red Berry Estate)**

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**Authorizing
Ordinance:**

**Authority for
Negotiated Sale:** Texas Tax Code § 311.008

Seller: City of San Antonio

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

Phone: 210-207-3908

Email: Pedro.alanis@sanantonio.gov

Type of Entity: a Texas municipal corporation

Buyer: San Antonio Housing Trust Public Facility Corporation
Attn: xxx

Address: 2515 Blanco Rd. 78212

Phone: 210-735-2772

Email: johnk@sahousingtrust.org

Type of Entity: Public Facility Corporation

Property: XXX and more fully described in Exhibit A ("Land"), together with any improvements to the Land ("Improvements").

Title Company:

Address:

Phone:

Email:

Purchase Price: \$1,473,056.00

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. [may be amended]

- | | | | |
|-------|---|----|-------------------------------|
| 1.01. | Delivery of Title Commitment | 5 | Days after the Effective Date |
| 1.02. | Delivery of Survey | 5 | Days after Effective Date |
| 1.03. | Delivery of legible copies of instruments referenced in the Title Commitment and Survey | 5 | Days after the Effective Date |
| 1.04. | Delivery of Seller's records as specified in Exhibit C | 10 | Days after the Effective Date |

1.05.	Asbestos Survey Deadline	5	Days after the receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment, Survey
1.06.	Buyer's Objection Deadline	10	Days after the receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment, Survey
1.07.	Buyer's Termination Deadline	10	Days after Notice of Cure Deadline
1.08.	End of Inspection Period	20	Days after the Effective Date
1.09.	Closing Date	30	Days after the Effective Date
1.10.	Closing Time		10:00 A.M.

1.11. **By signing this Agreement, Buyer acknowledges that it has previously satisfied itself outside the mechanisms of this Agreement about all aspects of the Property, including but not limited to the physical condition of the Property, title-related matters, and environmental-related matters.**

1.12. 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.

1.13. 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, as well as anyone acting on Buyer's behalf or authorized by 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. all of the escrow fee charged by Title Company;
 - iii. the costs to record all documents to cure Title Objections agreed to be cured by Seller;
 - iv. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
 - v. the additional premium for the "survey/area and boundary deletion" in the Title Policy
 - vi. the costs to obtain the Survey and certificates or reports of ad valorem taxes;
 - vii. the costs to deliver copies of the instruments described in article 1; and

viii. Buyer's expenses and attorney's fees.

b. Seller will pay:

i. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;

ii. 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.

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.*

6.05.01. 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 Transportation and Capital Improvements 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.

6.06. *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.

6.07. *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

6.08. *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.**

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

6.10. *Administrative Agreements.* The Director of the Transportation and Capital Improvements Department and the Assistant Director of the Transportation and Capital Improvements Department 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.

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

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

AZJ
10/12/17
Item No. 9A

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

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

Buyer:

Address:

Property:

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.

XXXXX Title Company

By: _____

Printed
Name:

Title: _____

Date: _____

Exhibit A: Property Descriptions

827 Richland Drive, 4007 East IH 10, and 856 Gemblar Road

Tract 1

A tract of land containing 84.59 acre tract of land out of the Guillerma Nunez Survey No. 151, Abstract 548, New City Block 10578, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, said tract being all that same land described as comprising 84.210 acres conveyed unto the Red Berry Estate, Ltd. by Assumption Warranty Deed, executed October 25, 2002 and recorded in Volume 9761, Page 156, Bexar County Real Property Records, said 84.59 includes Lot 1, P-2, P-3 and P-4 in Appraisal Tax Records, subject 84.59 acre tract being more particularly described in Exhibit "A", attached hereto and made a part hereof.

Tract 2

A tract of land containing 0.057 acre tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being out of the Guillerma Nunez Survey No. 151, Abstract 548, New City Block 10577, and being all of a 50.00' x 50.00' tract described as SECOND TRACT conveyed unto Red Berry Estate, LTD. by Assumption Warranty Deed executed October 25, 2002 and recorded in Volume 9761, Page 156, Real Property Records of said county and state said 0.057 acre tract being more particularly described in Exhibit "B", attached hereto and made a part hereof.

Water Rights

City shall also convey 80 acre feet of water rights.

EXHIBIT "A"

FIELDNOTE DESCRIPTION of a 84.59 acre tract of land out of the Guillerma Nunez Survey No. 151, Abstract 548, New City Block 10578, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, said tract being all that same land described as comprising 84.210 acres conveyed unto the Red Berry Estate, Ltd. by Assumption Warranty Deed, executed October 25, 2002 and recorded in Volume 9761, Page 156, Bexar County Real Property Records, in all said 84.59 acre tract being more particularly described as follows:

BEGINNING at a 1" iron pipe found on the north right of way line of Interstate Highway 10 (U.S. Highway 90 East), at the common southeast corner of a 5.001 acre tract conveyed unto Nancy Christians Wardlaw and Carol A. Rice by Warranty Deed, dated November 8, 2005 and recorded in Volume 11759, Page 2029, said Real Property Records, and the south corner of said called 84.210 acre tract, for the south corner and POINT OF BEGINNING of this tract,

THENCE, North 18° 07' 06" West, 297.38 feet to a ½" iron rod found at the northeast corner of said 5.001 acre tract, for an interior corner of this tract,

THENCE, along said common line, South 89° 55' 50" West, at 543.29 feet pass a 1" iron pipe found at the northwest corner of said 5.001 acre tract, and continuing, at 558.89 feet pass a ½" iron rod found at the northeast corner of a 22.636 acre tract conveyed unto Rockhill Partners, Ltd. by Special Warranty Deed, executed January 1, 2002, and recorded in Volume 13041, Page 1268, said Real Property Records, at 2,237.65 feet pass a ½" iron rod found with orange cap stamped MLS CO for reference on the east bank of Salado Creek, same being at the approximate northwest corner of said 22.636 acre tract, in all a distance of 2,287.65 feet to a point on the approximate thread of Salado Creek, for the southwest corner of this tract,

THENCE, along the approximate thread of Salado Creek with its meanders the following courses:

North 34° 15' 33" East, 224.80 feet,
North 67° 57' 08" East, 256.99 feet,
North 57° 35' 25" East, 213.92 feet,
North 49° 59' 03" East, 532.71 feet,
North 36° 26' 55" East, 221.82 feet,
North 51° 13' 55" East, 179.09 feet,
North 45° 21' 38" East, 101.45 feet,
North 45° 21' 38" East, 101.45 feet,
North 28° 08' 41" East, 397.44 feet,
North 62° 15' 55" East, 130.16 feet,
North 23° 59' 00" East, 119.53 feet,
North 26° 37' 21" East, 90.94 feet,

North 43° 01' 24" East, 240.68 feet,
North 12° 51' 03" West, 99.99 feet,
North 01° 19' 25" West, 127.86 feet,
and North 11° 00' 00" East, 52.52 feet to a point on the south right of way line of
Gembler Road (a variable with public right of way), for the northwest corner of this tract,

THENCE, with said south right of way line North 86° 48' 00" East, at 40.00 feet pass a
½" iron rod found for reference on the east bank of said creek, in all a distance of 156.34
feet to a ½" iron rod found with orange cap stamped MLS CO., for an exterior corner of
this tract,

THENCE, continuing along said right of way line the following course:

North 71° 04' 00" East, 98.63 feet to a ½" iron rod found with orange cap
stamped MLS CO,

North 80° 00' 00" East, 397.14 feet to a ½" iron rod found,

North 89° 59' 22" East, 70.04 feet to a ½" iron rod found,

North 0° 00' 37" West, 20.06 feet to a ½" iron rod found with orange cap
stamped MLS CO,

and EAST, 239.00 feet to a ½" iron rod found at the northwest corner of a 15 foot alley as
shown on plat of SKYLINE PARK SUBDIVISION, UNIT 2B, recorded in Volume
4181, Page 84, Bexar County Deed and Plat Records, same being the northeast corner of
said called 84.210 acre tract, for the northeast corner of this tract,

THENCE, along the west line of said 15 foot alley, SOUTH (Bearing Basis for this
survey, recorded in Volume 9761, Page 156, said Real Property Records), at 1,180 feet
pass the common southwest corner of said SKYLINE PARK SUBDIVISION, UNIT 2B,
and the northwest corner of Lot 20, Block 2, New City Block 10578, SUMMER CITY
SUBDIVISION, as shown by plat recorded in Volume 9549, Pages 56 and 57, said Deed
and Plat Records, in all a distance of 2,269.32 feet to a concrete monument found on the
north right of way line of said Interstate Highway 10 (U.S. Highway 90 East), at the
southwest corner of said SUMMER CITY SUBDIVISION, same being the southeast
corner of said called 84.210 acre tract, for southeast corner of this tract,

THENCE, along said north right of way line, South 54° 00' 06" West, 503.57 feet to the
POINT OF BEGINNING.

Exhibit "B"

FIELD NOTE DESCRIPTION of a 0.057 acre tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being out of the Guillerma Nunez Survey No. 151, Abstract 548, New City Block 10577, and being all of a 50.00' x 50.00' tract described as SECOND TRACT conveyed unto Red Berry Estate, LTD. by Assumption Warranty Deed executed October 25, 2002 and recorded in Volume 9761, Page 156, Real Property Records of said county and state. In all, said 0.057 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found on the south right of way line of Gembler Road (a 68' wide public right of way) same being the common northeast corner of a 15.09 acre tract conveyed unto San Antonio Livestock Exposition by Special Warranty Deed executed July 31, 2000 and recorded in Volume 8527, Page 1115, said Real Property Records, and the northwest corner and POINT OF BEGINNING of this tract.

THENCE, along the south right of way line of said Gembler Road, East (bearing basis said Volume 9761, Page 156), 49.94 feet to a mag nail set at the northeast corner of this tract.

THENCE, South 00° 05' 35" West, at 18.00 feet pass the northwest corner of Lot 1, Block 1, New City Block 13438, MEADOW VIEW PARK SUBDIVISION, UNIT #1, recorded in Volume 4700, Page 177, Deed and Plat Records of said county and state, in all a distance of 49.91 feet to a ½" iron rod found at an interior corner of said Lot 1 and the southeast corner of this tract.

THENCE, South 89° 49' 55" West, 49.76 feet to a ½" iron rod found on the east line of said 15.09 acre tract, same being a common northwest exterior corner of said Lot 1 and the southwest corner of this tract.

THENCE, North 00° 07' 02" West, 50.05 feet to the POINT OF BEGINNING.

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.
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.

7. *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.

8. *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.

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.

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 non-profit 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:

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; Grantee shall develop and utilize the property for low income or moderate income housing [to be expanded].
- 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:

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT



City Council Agenda Item #9, 9A-B
Red Berry Estate Redevelopment

Lori Houston, Assistant City Manager
October 12, 2017



Background

Fall 2012 – Community Visioning Sessions

- Restoration of the Mansion
- Preservation of the Lake
- Connectivity of trails and public access
- Mixed Use Development

Spring 2013 - RFQ/RFP Process

Summer 2014 – NRP Group Selected

Summer 2014 – Present - Due diligence, assessments, site planning, etc



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Development Partners

The NRP Group

- 330 – Unit Mixed Income Housing
- Limited Partner in Multi-Family

Casey Development, Ltd

- RK Group Campus
 - Mansion Restoration
 - 169k SF Office Building
- Future 26 acres of Development

RK Group

- Tenant of Office Building and operator of the Mansion as an event venue.

SAHT Public Facility Corporation

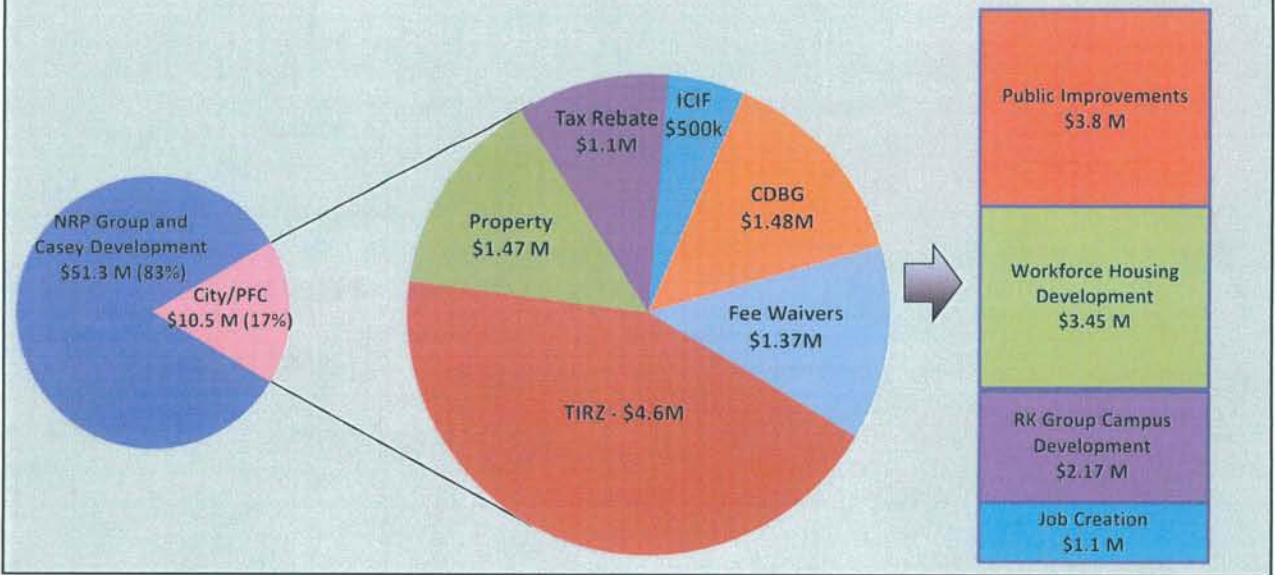
- General Partner in Multi-family Development (Land Owner)
- Facilitates Public Improvements
- Establishes Property Owner Association

City of San Antonio

- Contributes Property and funding to PFC.

Master Development Agreement

Public Funding through a Master Development Agreement to SAHT PFC



Community and Public Improvements

Requires infrastructure investment of \$3.8M

- Installation of Hike and Bike Trails
- Preserves and Stabilizes the Lake
- Pedestrian Connection to Salado Creek
- Provides Roads & Utilities to support Mixed Use Development



\$3.8M Identified Resources:

- ✓ FY 2017 CDBG Grant - \$1.46M
- ✓ Inner City TIRZ Funds - \$2.36M

***Red Berry Maintenance Fund Established by PFC**

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Multifamily Housing Development

\$35M Total Development Cost for MF Housing

- New 330 residential multi-family mixed-income rental project
- 50% of units available to those earning less than 80% AMI
- SAHT PFC shall own land and contribute water rights
- PFC Cash Flow will be used to invest in other affordable housing projects

\$3.45M Public Contribution

- ✓ Inner City TIRZ \$1,534,470
- ✓ Inner City Incentive Fund 540,579
- ✓ Fee Waivers \$1,374,389



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RK Group Headquarters/Campus

Built by Casey Development

\$23M Estimated Development Cost

- New 169k SF Headquarters (50K SF expansion)
- 300-400 jobs relocated and 100 new jobs
- Restoration of the Red Berry Mansion



\$2.17 M Public Contribution

- ✓ Inner City TIRZ Funds - \$700,000
- ✓ Land Contribution - \$1,473,056



Job Recruitment/Retention Incentive

- ✓ Conditional 10 YR Tax Rebate \$1,076,865

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Economic Impact

Construction Activity (1 year)

- 1 year economic impact caused by multi-family construction is estimated at \$21.4 million
- Construction activity will support 363 jobs with total wages of \$15,198,800
- \$2,480,800 generated in local taxes and fees

Long Term (20 years)

- SAHT PFC will receive \$3 million
- Local taxing entities would receive \$16.2 million over a 20 year period

Future Development

- Red Berry Site
- Adjacent Sites
- 1220 E Commerce

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Tax Benefit Analysis		
Tax Entity	20 Year Tax Revenue	Annual Tax Revenue
¹ City of San Antonio	\$ 3,525,177	\$ 176,258.87
² Bexar County	\$ 1,627,503	\$ 81,375.14
² San Antonio Independent School District	\$ 8,564,774	\$ 428,238.71
² San Antonio River Authority	\$ 96,623	\$ 4,831.17
² Alamo Colleges	\$ 833,509	\$ 41,675.46
² University Health Systems	\$ 1,543,710	\$ 77,185.52
Total	\$ 16,191,297	\$ 809,564.86

¹Includes City advalorem taxes for years 1-20 on the mansion and years 11-20 on the commercial office building. Additionally, it includes sales tax generated onsite at the mansion and commercial building as well as the sales tax generated from the addition of over 330 residents on the site.

²Includes ad valorem tax for years 1-20 on both the commercial building and the mansion.



Process and Next Steps

Approval Process

- September 5, 2017 – Economic and Workforce Development Council Committee
- October 10, 2017 – Inner City TIRZ Board Approval
- October 11, 2017 – SAHT PFC Approval
- October 12, 2017 – City Council Consideration
- Initiate Rezoning and Plan Amendment

Construction

- Fall 2017 to Summer 2018 - Design
- Fall 2018 – Summer 2020 - Construction

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Recommendation

Conveyance of the Red Berry Estate to the SAHT PFC for \$1,473,056 to facilitate the redevelopment of the property.

Approval of a Master Development Agreement with the SAHT PFC in the amount of \$7,681,839 for the redevelopment of the Red Berry Estate to include public improvements, mixed-income housing units, and commercial development.

Approval of SAWS and City fee waivers in the cumulative amount of \$1,374,389.

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CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT



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