
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: 2016-10-06-0767

Statutory Authority: Local Government Code § 272.001(a); Tax Code § 311

SP No./Parcel: 106312 & 106313

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: Yasaman Azima Living Trust

Grantee's Mailing Address: P.O. Box 91012
San Antonio, TX 78209

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: 1434 E. Commerce and 323 Idaho, legally described as NCB 598 BLK 3 LOT 8 THRU 11, NCB 598 BLK 3 LOT 12.

Alamo Title Co. GF # 40400788403

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:

1. Development.

- a. Grantee shall commence clearing the Property of all improvements existing at the time of closing within 6 months of closing.

If Grantee fails to begin clearing the property within 6 months, which shall be determined by the receipt of an affidavit of demolition commencement by a general contractor delivered to Grantor and the issuance of a permit through the Development Services Department (or equivalent department) of the City of San Antonio, Grantor may at any time re-enter the Property and retake title to it by filing in the Bexar County real property records a Notice of Re-Entry. Upon Grantor's filing the Notice of Re-Entry, title automatically passes back from Grantee to Grantor. After filing the notice, Grantor may, but need not, move into possession of the Property and evict Grantee. Grantor's failure to move into possession or evict Grantee does not impair the effectiveness of filing the notice. Should Grantor file the Notice of Re-Entry, Grantor shall pay Grantee \$120,000 minus closing costs paid by Grantor (excluding costs for the Geotechnical Study and Alta Survey).

If Grantor has not filed a Notice of Re-Entry by eighteen (18) months after the Closing Date or prior to commencement of construction per A (1) (b) below, its right to do so lapses, and Grantee's title is thereafter secure against any attempted re-entry by Grantor. No delay by Grantor in filing the notice short of the eighteen (18) months impairs its right to file the notice.

Grantor may release this right of re-entry at any time by filing in the public records a notice to that effect.

- b. Not later than 24 months after Closing Grantee must commence construction on a primary building on the Property which shall be determined by the receipt of an affidavit of construction commencement by a general contractor delivered to Grantor and the issuance of a permit through the Development Services Department (or equivalent department) of the City of San Antonio. If Grantee fails to timely commence construction Grantor may at any time re-enter the Property and retake title to it by filing in the Bexar County real property records a Notice of Re-Entry. Upon Grantor's filing the Notice of Re-Entry, title automatically passes back from Grantee to Grantor. After filing the notice, Grantor may, but need not, move into possession of the Property and evict Grantee. Grantor's failure to move into possession or evict Grantee does not impair the effectiveness of filing the notice. Should Grantor file the Notice of Re-Entry, Grantor shall pay Grantee \$120,000 plus actual cost of demolition and asbestos removal paid by Grantee to that date in an amount not to exceed \$50,000.00, minus closing costs paid by Grantor (excluding costs for the Geotechnical Study and Alta Survey).

If Grantor has not filed a Notice of Re-Entry by three (3) years after the Closing Date, its right to do so lapses, and Grantee's title is thereafter secure against any attempted re-entry by Grantor. No delay by Grantor in filing the notice short of the three (3) years impairs its right to file the notice.

Grantor may release this right of re-entry at any time by filing in the public records a notice to that effect.

- c. Not later than 48 months after Closing Grantee must, other than for ordinary punch-list items, complete construction on a primary building on the Property which shall be determined by the issuance of a permanent certificate of occupancy for a primary building on the Property. If Grantee fails to timely complete construction, Grantee must reimburse Grantor within 2 months after the 48 month deadline for any City of San Antonio and San Antonio Water System fees waived by those entities associated with Grantees development of the Property. Should Grantee reimburse Grantor within 2 months, Grantee retains ownership of the Property. Should Grantee fail to reimburse Grantor within 2 months, Grantor may at any time re-enter the Property and retake title to it by filing in the Bexar County real property records a Notice of Re-Entry. Upon Grantor's filing the Notice of Re-Entry, title automatically passes back from Grantee to Grantor. After filing the notice, Grantor may, but need not, move into possession of the Property and evict Grantee. Grantor's failure to move into possession or evict Grantee does not impair the effectiveness of filing the notice.

If Grantor has not filed a Notice of Re-Entry by five (5) years after the Closing Date, its right to do so lapses, and Grantee's title is thereafter secure against any attempted re-entry by Grantor. No delay by Grantor in filing the notice short of the five (5) years impairs its right to file the notice.

Grantor may release this right of re-entry at any time by filing in the public records a notice to that effect.

2. Right of First Refusal.

- a. Grantor shall have a right of first refusal to buy the Property back at fair market value prior to offering the Property to another buyer if sale is prior to the completion of construction on a primary building on the property. Completion of construction shall be determined by the issuance of a certificate of occupancy for the Property. Grantor may release this right of first refusal at any time by filing in the public records a notice to that effect.
- b. After the Property has been developed and construction is complete, the property can be sold without offering Grantor a right of first refusal and Grantor shall not seek any financial consideration in such a circumstance. Grantor may acknowledge such completion at any time by filing in the public records a notice to that effect.

3. All other 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.

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, unless such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller). 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, provided however that Buyer shall not be required to indemnify Seller if such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller). 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, unless such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller). 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, however Buyer shall not be required to indemnify Seller if such environmental problems were caused by Seller or on behalf of Seller during Seller's ownership, or are a direct result of Seller's gross negligence or willful misconduct (or the gross negligence or willful misconduct of other parties during actions taken on behalf of Seller).

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, the parties have caused their representatives to set their hands as of the 15 day of MARCH, 2017.

Grantor:

City of San Antonio, a Texas
municipal corporation

By: 

Printed Name: Lori Housbn

Title: Assistant City
Manager

Grantee:

Yasaman Azima Living Trust, a
Texas trust

By: 

as Trustee

Printed Name: YASAMAN AZIMA

Approved As To Form:

By: 

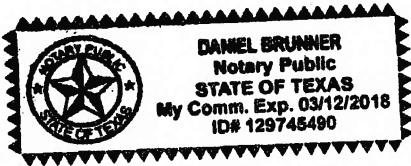
for City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by Lori Houston, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: 3-14-17



Daniel Brunner
Notary Public, State of Texas

My Commission Expires: _____

The State of Texas }

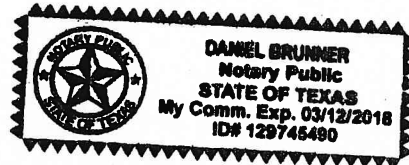
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by Yasaman Azima, of and for the Yasaman Azima Living Trust, a Texas trust, on behalf of that entity in the capacity stated.

Date: 3-15-17

Daniel Brunner
Notary Public, State of Texas

My Commission Expires: _____



After Recording, Return To:
Jasmine Azima, P.E., CxA
Yasaman Azima Living Trust
115 E. Travis, Suite 1020
San Antonio, TX 78205

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Pages 8
03/16/2017 3:39PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$50.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
03/16/2017 3:39PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff