

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

AN ORDINANCE

**DECLARING A 10.077 ACRE TRACT OF CITY OWNED REAL
PROPERTY LOCATED AT 301 SPRIGGSDALE BOULEVARD IN
COUNCIL DISTRICT 2 AS SURPLUS AND AUTHORIZING ITS SALE
TO THE GEORGE GERVIN YOUTH CENTER LLC FOR \$430,000.00.**

* * * * *

WHEREAS, on March 22, 2013, the property located at 301 Spriggssdale Boulevard was acquired by the City on behalf of the Inner City TIRZ Board through a deed in lieu of foreclosure related to a Chapter 380 Economic Development Program Grant and Loan Agreement with MAUC Point East Housing, L.P.; and

WHEREAS, on May 1, 2015 the George Gervin Youth Center LLC requested funding from the Inner City TIRZ Board to utilize the City owned property at 301 Spriggssdale along with property owned by GGYC for a future mixed use development to be called Echo East; and

WHEREAS, on May 12, 2017, the Inner City TIRZ Board considered and approved a resolution authorizing the execution of a Chapter 380 Economic Development Grant Agreement with the George Gervin Youth Center LLC for up to \$450,000.00 in TIRZ funding; and

WHEREAS, on March 22, 2017, the City of San Antonio Planning Commission approved a resolution declaring this property as surplus and authorizing its sale; **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 George Gervin Youth Center LLC the 10.077 acre tract, as described in **Attachment I**, which is incorporated herein for all purposes as if fully stated, for \$430,000.00. The City Manager and her designee, jointly or 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**, conveying the above-described property provided the terms and conditions of an escrow agreement, substantially in the form shown in **Attachment III** or as otherwise negotiated by the City Attorney, have been complied with. 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 negotiating, executing and delivering all instruments and agreements conducive to effectuating the transaction and approving proposed financial options utilized by the George Gervin Youth Center LLC to develop the property. Additionally, the City Manager and her designee, jointly and severally, are authorized to take all additional actions necessary or convenient to retain ownership and control of the 10.077 acre tract should the George Gervin Youth Center LLC not obtain financial options acceptable to the city, as determined by the City Manager or her designee, related to developing the property within 18

months of execution of the escrow agreement.

SECTION 2. Funds generated by this ordinance will be deposited into the Inner City TIRZ fund.

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 _____ day of February, 2018.

M A Y O R
Ron Nirenberg

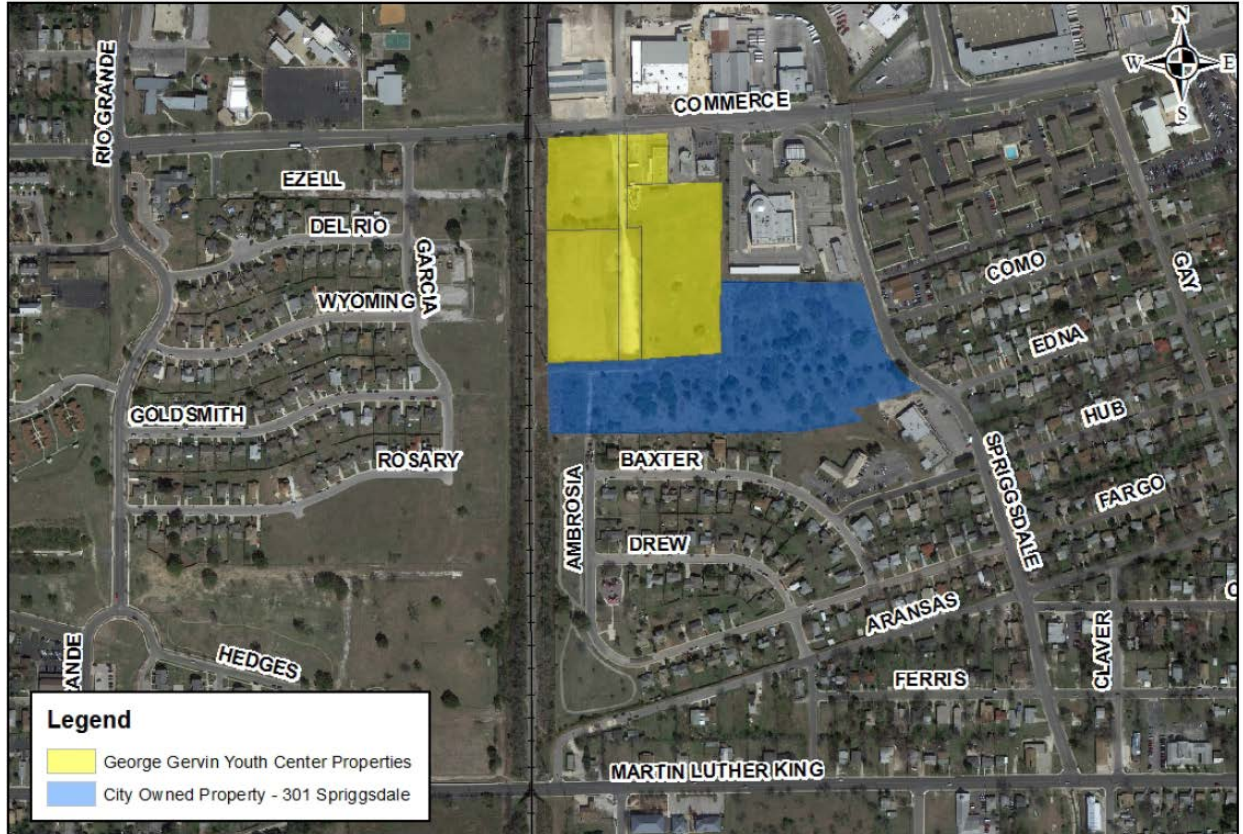
ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

Attachment I



DK

Exhibit 'A'

10.077 ACRES OF LAND SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING LOT 1, BLOCK 3, NO. 10147, SPRINGDALE PLAZA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 8867, PAGE 12 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND THE REMAINING PORTION OF THAT CERTAIN 10.072 ACRE TRACT OF LAND CONVEYED TO WILLIAM A. WASH, IV, BY DEED OF RECORD IN VOLUME 6864, PAGE 1748 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, SAID 10.077 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A FOUND $\frac{1}{8}$ INCH IRON ROD IN THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD (80' R.O.W.), MARKING THE NORTHEASTERLY CORNER OF THAT CERTAIN 1.509 ACRES CALLED TRACT 1 AS DESCRIBED BY DEED OF RECORD IN VOLUME 4080, PAGE 283 OF SAID DEED RECORDS;

THENCE, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD, ALONG THE NORTHERLY LINE AND A PORTION OF THE WESTERLY LINE OF SAID 1.509 ACRE TRACT, THE FOLLOWING COURSES:

S 72° 58' 22" W, A DISTANCE OF 204.01 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD;

S 81° 20' 07" W, A DISTANCE OF 35.03 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD FOR THE NORTHEASTERLY CORNER OF SAID 1.509 ACRE TRACT, AND THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 03° 13' 06", AN ARC LENGTH OF 50.28 FEET AND A CHORD BEARING: S 43° 54' 15" E, A DISTANCE OF 60.28 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE NORTHEASTERLY CORNER OF LOT 2, BLOCK 2, COLISEUM PARK SUBDIVISION UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 9323, PAGE 180 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE, S 78° 25' 35" W, ALONG THE NORTHERLY LINE OF SAID LOT 2, BLOCK 2, A DISTANCE OF 238.38 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD AT THE NORTHWESTERLY CORNER OF SAID LOT 2, BLOCK 2;

THENCE, S 00° 14' 02" W, ALONG THE WESTERLY LINE OF SAID LOT 2, BLOCK 2, A DISTANCE OF 177.27 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD AT THE NORTHERLY RIGHT-OF-WAY LINE OF BAXTER AVE. FOR THE MOST WESTERLY-SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 2, AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 547.04 FEET, A CENTRAL ANGLE OF 03° 37' 16", AN ARC LENGTH OF 33.07 FEET AND A CHORD BEARING: N 80° 30' 27" W, A DISTANCE OF 33.69 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE SOUTHEASTERLY CORNER OF LOT 10, BLOCK 1, COLISEUM OAK SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9332, PAGE 183-184 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE, N 00° 08' 38" E, ALONG THE EASTERLY LINE OF SAID LOT 10, BLOCK 1, A DISTANCE OF 158.25 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD FOR THE NORTHEASTERLY CORNER OF SAID LOT 10, BLOCK 1;

THENCE, N 89° 53' 30" W, ALONG THE NORTHERLY LINE OF SAID COLISEUM OAKS SUBDIVISION, A DISTANCE OF 810.25 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD IN THE EASTERLY RIGHT-OF-WAY LINE OF MISSOURI, KANSAS & TEXAS RAILROAD, FOR THE NORTHWESTERLY CORNER OF LOT 1, COLISEUM OAK SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9332, PAGE 183-184 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE, N 00° 00' 25" W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSOURI, KANSAS & TEXAS RAILROAD, A DISTANCE OF 240.92 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE SOUTHWESTERLY CORNER OF THAT CERTAIN 3.814 ACRE TRACT CONVEYED TO HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO BY DEED OF RECORD IN VOLUME 6382, PAGE 848 OF THE SAID DEED RECORDS;

THENCE, N 57° 21' 41" E, ALONG THE SOUTHERLY LINE OF SAID 3.814 ACRES AND ALONG THE SOUTHERLY LINE OF THAT CERTAIN 3.911 ACRE TRACT CONVEYED TO GEORGE GERVA YOUTH CENTER, INC. BY DEED OF RECORD IN VOLUME 8907, PAGE 248 OF SAID DEED RECORDS, A DISTANCE OF 899.86 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE SOUTHWESTERLY CORNER OF SAID 3.911 ACRE TRACT;

THENCE, N 00° 11' 13" W, ALONG A PORTION OF THE EASTERLY LINE OF SAID 3.911 ACRE TRACT, A DISTANCE OF 248.13 FEET TO A SET PK NAIL, MARKING THE SOUTHWESTERLY CORNER OF LOT 12, DAVARO SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9909, PAGE 144 OF SAID DEED AND PLAT RECORDS;

THENCE, N 89° 50' 02" E, ALONG THE SOUTHERLY LINE OF SAID LOT 12 AND THE SOUTHERLY LINE OF THE REMAINING PORTION OF LOT 5 WILMORE ADDITION, A SUBDIVISION OF RECORD IN VOLUME 6300, PAGE 56 OF SAID DEED AND PLAT RECORDS, A DISTANCE OF 482.81 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD IN THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD, MARKING THE SOUTHEASTERLY CORNER OF SAID LOT 5;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD, THE FOLLOWING COURSES:

S 17° 09' 04" E, A DISTANCE OF 188.28 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD;

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 347.00 FEET, A CENTRAL ANGLE OF 41° 20' 07", AN ARC LENGTH OF 233.34 FEET AND A CHORD BEARING: S 37° 48' 23" E, A DISTANCE OF 244.84 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 10.077 ACRES (434,985 SQ. FT.) OF LAND, MORE OR LESS.

Attachment II: 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)

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: George Gervin Youth Center LLC

Grantee's Mailing Address: 6903 Sunbelt Drive South, San Antonio, Texas 78218

Consideration: \$430,000.00 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:

10.077 acres of land, as conveyed to the City of San Antonio, Texas and described in the "Warranty Deed In Lieu of Foreclosure" recorded in Book 16017, Page 821, of the Official Public Records of Bexar County, Texas.

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 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. Grantor Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of The Negligence Of Grantor's Representatives. Grantor Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Existing Laws Or Changes To Existing Laws Enacted After Closing. Grantor Indemnifies, Holds Harmless, And Releases Grantors In This Agreement From Any Liability For Environmental Problems Affecting The Property.

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

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: _____

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:

Frances Boynes, CEO
George Gervin Youth Center, Inc.
6903 Sunbelt Drive South
San Antonio, Texas 78218

Attachment III: Form of Escrow Agreement



Office of the City Attorney
3rd Floor, City Hall
100 So. Flores St..

CITY OF SAN ANTONIO

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

[Date]

Presidio Title - Main Office

Attn: Don Walker

7373 Broadway, Suite 105

San Antonio, Texas 78209

Re: Purchase of real property ("Property") from
City of San Antonio ("Seller") by
George Gervin Youth Center Inc. ("Buyer")

Dear Mr. Walker,

I represent the Seller in connection with the sale of the above-referenced Property. Please follow these instructions in closing this transaction.

1. Enclosed with this letter [is/are] the Settlement Statement (the "Settlement Statement") [include if applicable: and [title[s] of other document[s]]] for your use in closing the purchase.
2. Also being delivered to you in conjunction with this letter are funds in the amount of \$[amount] (the "Funds"), representing the net amount that is payable at closing by Buyer.
3. Also enclosed is a deed without warranty ("Deed") executed by Seller.
4. Please determine that all of the foregoing documents are fully and properly executed and acknowledged when appropriate. Please confirm that all blanks in the enclosed documents are completed before their execution.

5. Before you provide the Deed to Buyer or otherwise advise that this transaction has closed, please verify with Seller that you have received an authorized and executed letter from the City of San Antonio stating that Buyer's financing has been approved per the authorizing sale ordinance. This document is to be in the form enclosed as Exhibit A. The Deed may not be released to Buyer until this letter is received by the escrow agent and such receipt is communicated to Seller.

6. Please be certain that the Deed is immediately recorded in the real property records of Bexar County, Texas.

7. Should the City of San Antonio not provide you with an authorized and executed letter by [DATE] stating that Buyer's financing has been approved per the authorizing sale ordinance you will return the Deed to Seller and the transaction will be closed.

8. If you will comply with these instructions, please sign the enclosed additional copy of this letter and return that copy to Buyer. If for any reason you cannot comply strictly with these instructions, then immediately return to Buyer the Funds and the other items deposited by Buyer in connection with this transaction.

If you have any questions regarding any aspect of this transaction, please call us at your earliest opportunity.

Thank you.

Orlando Rodriguez
Deputy City Attorney
210-207-2854
orlando.rodriquez@sanantonio.gov

Enc.
cc: George Gervin Youth Center Inc.

Acknowledgment of Instructions

To: City of San Antonio and George Gervin Youth Center Inc.

We will comply with the instructions contained in the above letter, will record and file the documents as instructed, and will deliver the deed provided by the City of San Antonio in the manner described in the letter.

Escrow Agent

By _____
(Authorized signature)

Date:

DRAFT

EXHIBIT A

Release of Deed Authorization

PROPERTY:

ESCROW AGENT:

WHEREAS, the City of San Antonio (“City”), a Texas municipal corporation, agreed to convey the Property to the Gervin Youth Center, Inc. (“GYC”) pursuant to Ordinance No. 2018-00-00-0000; and

WHEREAS, the conveyance from City to GYC was conditioned upon the City approving GYC financing associated with construction of a project on the property subject to the deed; and

WHEREAS, sufficient evidence has been presented to the City that financing acceptable to the City has been obtained by GYC, and City is ready to release the deed ;

NOW THEREFORE, the Escrow Agent may release the deed without warranty provided by City to the Escrow Agent to the GYC.

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

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved As To Form:

By: _____
City Attorney

AZJ
02/08/18
Item No. _____

The State of Texas }
County of Bexar }

This instrument was this date acknowledged by _____, in the capacity
stated above, on behalf of the City of San Antonio.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

DRAFT