

# **Real Estate Sales Contract**

(Olmos Drive)

---

## **Table of Contents**

|   |    |
|---|----|
| 1. Purchase and Sale of Property.....         | 2  |
| 2. Buyer's Activities on the Property.....    | 3  |
| 3. Closing Documents.....                     | 3  |
| 4. Closing.....                               | 3  |
| 5. Prohibited Interests in Contracts.....     | 5  |
| 6. Miscellaneous Provisions.....              | 5  |
| 7. Public Information.....                    | 7  |
| Title Company Acknowledgment and Receipt..... | 8  |
| Exhibit A: Property Descriptions.....         | 9  |
| Exhibit B: Representations.....               | 9  |
| Exhibit C: Form of Deed.....                  | 14 |

---

### **Authorizing Ordinance:**

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

**Seller:** City of San Antonio

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Mary L. Fors)

**Phone:** 210-207-4083

**Email:** Mary.Fors@santonio.gov

**Type of Entity:** a Texas municipal corporation

**Buyer:** Tronco de Arbol, LLC

**Address:** P.O. Box 1866  
San Antonio, Texas 78225

**Phone:** (210) 247-4710

**Email:** sbsteves@stevesdoors.com

**Property:** 0.329 acres of land out of the San Antonio Town Tract, Abstract  
20, Bexar County, Texas and more fully described in **Exhibit A**

{00294447}

("Land").

**Title Company:** Presidio Title  
Attn: David McAllister

**Address:** 7373 Broadway Suite 105  
San Antonio, TX 78209

**Email:** [dmcallister@presidiotitle.com](mailto:dmcallister@presidiotitle.com)

**Purchase Price:** \$93,750.00

**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. Purchase and Sale of Property.**

1.01. Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The contract may be assigned by either party so as long as the other party to the contract approves, and such assignment and approval are in writing. A party may not withhold approval unreasonably.

1.02. 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.

1.03. 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.

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

1.05. The deadlines in the agreement may be altered by the mutual agreement in writing 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.

## **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:

Quitclaim Deed

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.** Closing shall occur within 14 days of the Effective Date at the Title Company offices.

4.01. *Closing.* At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- c. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

4.02. *Transaction Costs*

- a. Buyer will pay:
  - i. the basic charge for the Title Policy;

- ii. one-half of the escrow fee charged by Title Company;
- iii. the costs to prepare the deed;
- iv. the costs to record all documents to cure Title Objections agreed to be cured by Seller;
- v. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;
- vi. the additional premium for the "survey/area and boundary deletion" in the Title Policy
- vii. the costs to obtain the Survey and certificates or reports of ad valorem taxes;
- viii. the costs to deliver copies of the instruments described in article 1; and
- ix. Buyer's expenses and attorney's fees.

b. Seller will pay:

- i. one-half of the escrow fee charged by Title Company;
- ii. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
- iii. Seller's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Property owned by Seller is exempt under Texas Property Tax Code § 11.11. At closing property taxes will be prorated according to Texas Tax Code § 26.10. Seller assumes no responsibility for ad valorem taxes for any period, rollback or otherwise, not otherwise imposed on it by law.

d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

## **5. Prohibited Interests in Contracts.**

5.01 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

5.02 Buyer warrants and certifies as follows:

- (i) Buyer and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Buyer has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

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

## **6. Miscellaneous Provisions.**

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

6.02. *Successors.* This Agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized in another section.

6.03. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

6.04. *Modification.*

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

6.04.02. The Director of the Transportation and Capital Improvements Department may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

6.05. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

6.06. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, shall alter the rights or obligations of the parties as contained in this agreement

**6.07. *Waiver of Consumer Rights.* Buyer Waives Its Rights Under The Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 *et seq.* of The Texas Business and Commerce Code, A Law That Gives Consumers Special Rights and Protections. After Consultation With an Attorney of Its Own Selection, Buyer Voluntarily Consents To This Waiver.**

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

6.09. *Administrative Agreements.* The Director of the Transportation and Capital Improvements Department and the Assistant Director for Support Services may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults.

{00294447}

6.10. *City Process*. Nothing in this Agreement obligates the City to take any particular action(s) or make any particular decision(s) regarding sale of the Property, or regarding any issues raised by the City's consideration of a possible sale of the Property, except as stated above, whether such action(s) or decision(s) would customarily be made by the City Council, the Planning Commission or any department of the City. Nor shall this Agreement be deemed to constitute any prejudgment or predetermination of any matters required or permitted to be considered as part of the City's determination whether to sell the Property, or whether to take any related discretionary action(s), including waiver of any permit requirements or abbreviation of any city procedures. Seller will cooperate with Buyer to the extent allowed by law and as directed by its governing body. Buyer understands that there is no agreement or guarantee related to the outcome or approval of any application that Buyer may submit for the Property.

## 7. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

### **Seller:**

**City of San Antonio**, a Texas  
municipal corporation

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Buyer:**

**Tronco de Arbol, LLC**, a Texas limited  
liability corporation

Signature:  \_\_\_\_\_

Printed Name: Sam Bell Steves II

Title: \_\_\_\_\_

Date: September 8, 2017

### **Attest:**

\_\_\_\_\_  
City Clerk

### **Approved as to Form:**

\_\_\_\_\_  
City Attorney

{00294447}

## **Title Company Acknowledgment and Receipt**

---

**Seller:** City of San Antonio

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

**Buyer:** Tronco de Arbol, LLC

**Address:** P.O. Box 1866  
San Antonio, Texas 78225

**Property:** 0.329 acres of land, more or less, out of the San Antonio Town  
Tract, Abstract 20, Bexar County, Texas.

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.

Presidio Title

By: \_\_\_\_\_

Printed

Name:

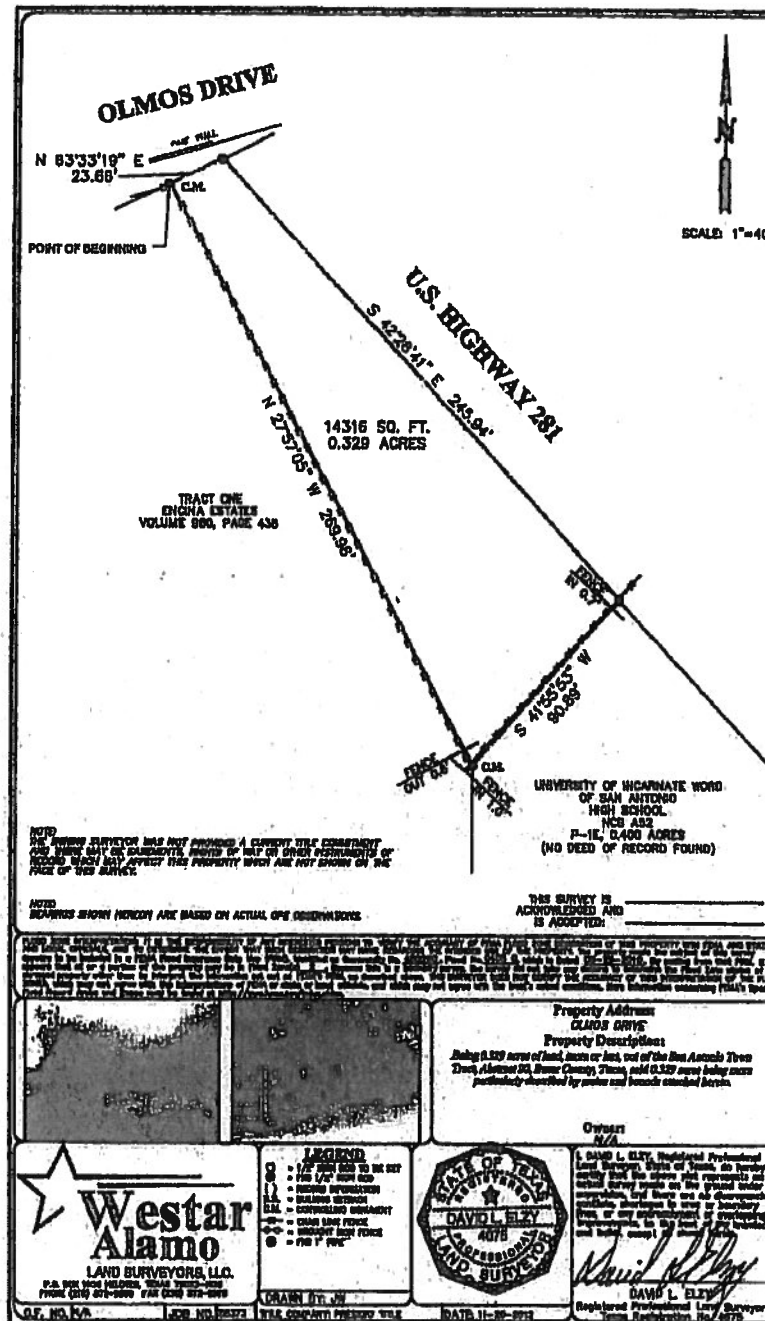
Title: \_\_\_\_\_

Date: \_\_\_\_\_

{00294447}



# Exhibit A: Property Descriptions



(00294447)

#### METES AND BOUNDS

Being 0.329 acres of land, more or less, out of the San Antonio Town Tract, Abstract 20, Bexar County, Texas, said 0.329 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northwest corner of this 0.329 acres, same being on the northeast corner of Tract One, Encina Estates as shown on the plat thereof recorded in Volume 980, Page 438, Deed and Plat Records, Bexar County, Texas, and on the South Right-of-Way line of Olmos Drive;

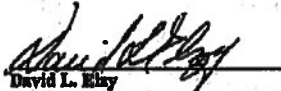
**THENCE** along the South Right-of-Way line of said Olmos Drive, North 63 degrees 33 minutes 19 seconds East, a distance of 23.66 feet to a 1 inch iron pipe found for the northeast corner of this 0.329 acres, same being the intersection point of the South Right-of-Way line of said Olmos Drive and the southwest Right-of-Way line of U.S. Highway 281;

**THENCE** along the southwest Right-of-Way line of said U.S. Highway 281, South 42 degrees 28 minutes 41 seconds East, a distance of 245.94 feet to a 1/2 inch iron rod found for the southeast corner of this 0.329 acres, same being the North corner of the University of Incarnate Word of San Antonio High School Tract (no deed of record found);

**THENCE** along the common line of this 0.329 acres and said Incarnate Word Tract, South 41 degrees 55 minutes 33 seconds West, a distance of 90.89 feet to a 1/2 inch iron rod found for the South corner of this 0.329 acres, same being the upper southeast corner of said Tract One, Encina Estates;

**THENCE** along the line common to this 0.329 acres and said Tract One, Encina Estates, North 27 degrees 57 minutes 05 seconds West, a distance of 269.96 feet to the POINT OF BEGINNING, and containing 0.329 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. All iron rods set are 1/2 inch rebar. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof.

  
David L. Elzy  
Registered Professional Land Surveyor  
Texas Registration No. 4675  
November 20, 2012



W:\Word\Metes and Bounds\55373.doc

## **Exhibit B: Representations**

---

### **Representations; Environmental Matters**

#### **A. Seller's Representations to Buyer**

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other

liens against the Property other than work or materials to which Buyer has given its consent.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

**B. "As Is, Where Is"**

**This Contract Is An Arms-Length Agreement Between The Parties. The Purchase Price Was Bargained On The Basis Of An "As Is, Where Is" Transaction And Reflects The Agreement Of The Parties That There Are No Representations, Disclosures, Or Express Or Implied Warranties, Except For The Warranty Of Title Stated In The Closing Documents And Seller's Representations To Buyer Set Forth In Section A Of This Exhibit B.**

**The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. All Warranties, Except The Warranty Of Title In The Closing Documents, Are Disclaimed.**

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,**

[0029447]

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

These provisions regarding Environmental Matters shall survive closing, and remain in effect indefinitely. The provisions of this section C regarding the Property will be included in the quitclaim 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 has the intention and ability 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.

3. *Platting.* Buyer agrees that it shall plat the property in conformance with state statutes, City of San Antonio codes (including Chapter 35 - Unified Development Code), Olmos Park codes and regulations, and any interlocal between the two cities as applicable.

These provisions regarding Platting shall survive closing and remain in effect indefinitely.

## Exhibit C: Form of Quitclaim 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     }

### Quitclaim Deed

---

**Authorizing Ordinance:**

**SP No./Parcel:** 1969

**Grantor:** City Of San Antonio, a Texas municipal corporation

**Grantor's Mailing Address:** City Hall, 2<sup>nd</sup> Floor, 100 Military Plaza, San Antonio, TX  
78205, Attn: City Clerk

**Grantee:** Tronco de Arbol, LLC

**Grantee's Mailing Address:** P.O. Box 1866  
San Antonio, Texas 78225

**Consideration:** \$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

**Property:** A 0.329 acre tract of land situated within the corporate limits of the City of San Antonio and the city of Olmos Park, Bexar County, Texas, being 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, Bargains, Sells, Quitclaims, and Releases 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 **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character, or that Grantor Has Any Interest In The Property.**

[00294447]

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

**Grantor Specifically Disclaims the Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions.**

**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

{00294447}

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

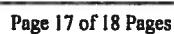
My Commission Expires: \_\_\_\_\_

**After Recording, Return To:**

Tronco de Arbol, LLC  
P.O. Box 1866  
San Antonio, Texas 78225



(00294447)



#### METES AND BOUNDS

Being 0.329 acres of land, more or less, out of the San Antonio Town Tract, Abstract 20, Bexar County, Texas, said 0.329 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northwest corner of this 0.329 acres, same being on the northeast corner of Tract One, Encina Estates as shown on the plat thereof recorded in Volume 980, Page 438, Deed and Plat Records, Bexar County, Texas, and on the South Right-of-Way line of Olmos Drive;

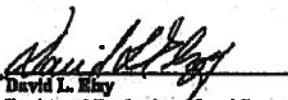
**THENCE** along the South Right-of-Way line of said Olmos Drive, North 63 degrees 33 minutes 19 seconds East, a distance of 23.66 feet to a 1 inch iron pipe found for the northeast corner of this 0.329 acres, same being the intersection point of the South Right-of-Way line of said Olmos Drive and the southwest Right-of-Way line of U.S. Highway 281;

**THENCE** along the southwest Right-of-Way line of said U.S. Highway 281, South 42 degrees 28 minutes 41 seconds East, a distance of 245.94 feet to a 1/2 inch iron rod found for the southeast corner of this 0.329 acres, same being the North corner of the University of Incarnate Word of San Antonio High School Tract (no deed of record found);

**THENCE** along the common line of this 0.329 acres and said Incarnate Word Tract, South 41 degrees 55 minutes 33 seconds West, a distance of 90.89 feet to a 1/2 inch iron rod found for the South corner of this 0.329 acres, same being the upper southeast corner of said Tract One, Encina Estates;

**THENCE** along the line common to this 0.329 acres and said Tract One, Encina Estates, North 27 degrees 57 minutes 05 seconds West, a distance of 269.96 feet to the **POINT OF BEGINNING**, and containing 0.329 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. All iron rods set are 1/2 inch rebar. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof.

  
David L. Elzy  
Registered Professional Land Surveyor  
Texas Registration No. 4675  
November 20, 2012



W:\Ward\Metes and Bounds\55373.doc