## AN ORDINANCE 2018-02-08-0086

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 Spriggsdale 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 Spriggsdale 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 8th day of February, 2018.

A Y O Ron Nirenberg

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

Agenda Item:	19A (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19A, 19B, 20A, 20B, 20C, 20E, 20H, 20I, 20L, 20M, 20P)								
Date:	02/08/2018								
Time:	09:51:22 AM								
Vote Type:	Motion to Approve								
Description:	Ordinance authorizing the declaration as surplus and sale of approximately 10.077 acres of unimproved property located in NCB 10147, Block 3, Lot 1 of the Spriggsdale Plaza Subdivision, commonly known as 301 Spriggsdale, to the George Gervin Youth Center, LLC., for a sales price of \$430,000.00 as approved by the Inner City TIRZ Board and the Planning Commission.								
Result:	Passed								
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second		
Ron Nirenberg	Mayor	1	x						
Roberto C. Treviño	District 1	,	x				x		
William Cruz Shaw	District 2		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				4		
John Courage	District 9		x			х	- 4		
Clayton H. Perry	District 10		X			0			

# ATTACHMENT I

### **Attachment I**



#### Exhibit 'A'

IDOT? ACRES OF LAND SITUATED IN THE CITY OF SAN ANYONID, BEYAR COUNTY, TEXAS, BEING LOT 1, BLOCK 3. NOB 10147, BRIGOSTALE MAKE MISSINGLY, AND THE RESIDENCE OF RECEIVED OF VILLIAL BASE, PAGE 12 OF THE DEED ANY PLAT RECORDED OF BEXAR COUNTY, TEXAS, AND THE REJAINING PORTION OF HAY CERTAIN 10072 ACRE THANT OF LAND COUNTY, TEXAS, AND THE REJAINING PORTION FAR PAGE 1748 OF THE DEED RECORDS OF SEXAR COUNTY, TEXAS, BAD IDOTAL ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METER AND ECLAIDS AS FULLOWS.

Bedinning, at a folind is much much from in the hesterly right-of-way like of ephilosofall road (so' r.o.r.). Harrang the northeasterly corner of that centain 1.529 acres dalled that i as described by deed of Record by volume 4080, page 253 of each deed records:

THENCE LEAVING THE WESTERLY REGIT—OF—MAY LINE OF SPREGSDALE ROAD, ALCING THE NORTHERLY LINE AND A PORTION OF THE WESTERLY LINE OF SAID 1,809 ACRE TRACT, THE FOLLOWING COURSES:

S 72" 58" 22" W A DISTANCE OF ZOAD FEET TO A FOUND H NICH FROM ROOM

8 51° 20' OF M. A DISTANCE OF 35.08 FEET TO A FOUND \$ MICH BRUM ROD FOR THE MURTHEASTERLY CORNER OF SAID 1,609 AGRE TRANT, AND THE BECONERS OF A CURVE TO THE LEFT.

BOUBHLASTERS, ALONG THE ARC OF A CLRYF TO THE LEFT HAVING A RADIUS OF \$47.00 FEET, A CENTRAL ANGLE OF BY 15' 85', AN ARC LENGTH OF \$0.25 FEET AND A CHORD BEARNER \$ 43' 54' 15" E. A DISTANCE OF \$0.25 FEET TO A YOUND & NICH IRON ROD MARGING THE MORTHEASTERS COVERS OF LOT 2, BLOCK Z COLISION PARK SHEDWIND HAT 1, A SUBDIVISION OF RECORDS IN VOLUME \$2.23, PACE 180 OF THE DEED AND PLAY RECORDS OF BEZAR COUNTY, TEXAS.

THORDE, 5 78' 25' 18" W, ALUNG THE NORTHERLY LINE OF SAID LOT 2, BLOCK 2, A DISTANCE OF 238.39 FEET TO A FOLKIN 3 INCH BON ROD AT THE NORTHWESTERLY CORNER OF SAID LOT 2, GLOCK 2

THENCE, S. OCT 14' DZ' W. ALONG THE WESTERLY LINE OF SAID LOT 2, BLOCK 2, A DISTANCE OF 177.20 FEET TO A POUND IS NICH SHOW SHOW AT THE NORTH-ERELY ROCKT-OF-WAY LINE OF BAXTER AVE. FOR BUE MOST WESTERLY-SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 2, AND THE BESINGING OF A CUSTYE TO THE LEFT!

THENCE, NORTHHESTERLY, ALONG THE ARTI OF A CLEME TO THE LETT HAVING A RADIUS OF SET, OF FEET, A CEPTRAL ANGLE OF OF 37" 18", AN ARC LENGTH OF A CLEME TO THE LETT HAVING A RADIUS OF OF 32" N. A DISCONDING OF THE SOUTHERSTERLY CHINES OF 10" 10" NO. THE CHIED IN HOLD SOUTH THE SOUTHERSTERLY CHINES OF LOT 10, BLOCK 1 COLLEGIAN OAK SUBDIVESION, A BLIEDWINGON OF RECORD IN VOLUME 8232, PAGE 193-194 OF THE DEED AND PLAT RECORDS OF SEXAR COUNTY, ITEMS.

THENCE, N DO' DE' 35° E, ALONG THE EASTERLY LIKE OF SAD LOT 10, BLOCK 1, A DISTANCE OF 15E.25 FEET TO A FOUND & INCH BOOK ROD FOR THE MORTHEASTERLY CORNER OF SAD LOT 10, BLOCK 11

THENCE H BS' SS' SN' N. ALONG THE NOKTHERLY LINE OF EAD COURSEAN OAKS SUBOMASION, A DISTANCE OF BIOLDS FEET TO A POUND IS INCH STON ROD IN THE EASTERNY SIGHT-OR-BAY LINE OF MISCOIR, KANSAS & TEXAS RALIFOAD, FOR THE HORISHMESTERLY CORNERS OF LOT I GUILDRIN ON SUBMISSION, A BESCHIRL KANSAS & TEXAS RALIFOAD, PAGE 153-154 OF THE OCED AND PLAT RECORDS OF BEZAN COUNTY, EXCAS

Thence, in our do '25' in. Along the Easterly refis-of-hay line of mesolys, kansar a texas ralroad, a distance of 240.82 feet to a found if inch from 800 marking the scuthwestiely corner of that certain 3.8844 acres that connected to housemen authority of the city of sam antighous by free of records in volling 6300, falls 646 of the same deed records in volling 6300, falls 646 of the same deed records in volling

THENCE, H ST ZT 44" E. ALONG THE SOUTHERLY LINE OF SAID JUBIES AND ALONG THE SOUTHERLY LINE OF THAT CERTAIN JUBIT ACRE TRACT CONVEYED TO GEORGE GERVIN YOUTH CENTER, INC. BY DEED OF RECORD IN VOLUME 8007, PAGE 24ST OF SAID DIED RECORDS, A DESTANCE OF 899.86 FEET TO A FOUND 11 WICH IRON ROD MARKING THE SOUTHCASTERLY CORNER OF SAID JUBY AGRE TRACTS.

THENCE IN COTIT 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 MAI, MARKING THE SOLUTHWESTERLY COMMER OF LUT 12 DARRIO SUBDIVISION, A SUBDIVISION OF
RECORD BY VOLUME 8838, PAGE 144 OF SAID DEED AND PLAY RECORDS;

THENCE, N 83' 50' OZ' E. ALCING THE SCUTRERLY LINE OF BAID, LOY 12 AND THE SCUTRERLY LINE OF THE REMAINING PORTION OF LOT 5 MILTIMORE ADMITION, A SUPERVISION OF EXCORD IN VOLUME GOOD, PAGE 88 OF EMB DEED AND PLAY RECORDS, A GETANGE OF 442.81 FRET TO A FOLING IS MICH RIGH ROD IN THE WESTERLY RESIT—OF—MAY LINE OF SPREGOODALE ROAD, MARKING THE SOUTHEASTERLY COMMER OF SAID LOT 5:

THENCE, ALCHO THE WESTERLY RIGHT-OF-WAY LINE OF SPRIGOSDALE ROAD, THE FOLLOWING COURSES

\$ 17" OF O4" E, A DISTANCE OF 188-28 POET TO A FOUND & INCH MON ROOM

scrimensterly, along the arc of a curve to the left having a radius of 347.00 feet, a ceptimal angle of 41° 20° of", an arc length of 290,34 feet and a dhord bearing 5 37° 48° 22° e, a distance of 244.94 feet to The port of Beornang, Containing an area of 10.077 acres (408,885 50, fe.) of land, more or less.

# ATTACHMENT II

#### **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 Crentee Indomnifies Holds Harmless, And Releases

As The Result Representatives. G Liability For Envi **Existing Laws En Grantors In This** 

Grantor From And Draft. This is only to show the agreed form of the final document. This draft deed is Theories Of Produ neither ready nor suitable to be signed.

g The Property Arising ligence Of Grantor's ses Grantor From Any ising As The Result Of v Laws Or Changes To Otherwise Impose On vironmental Problems

Affecting The Property.

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

### **Attachment III: Form of Escrow Agreement**



Office of the City Attorney 3<sup>rd</sup> 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.rodriguez@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	500 J.W	93
(Authorized signature)		
Date:		

### **EXHIBIT A**

# **Release of Deed Authorization**

PROPERTY:
ESCROW AGENT:
<b>WHEREAS</b> , 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;
<b>NOW THEREFORE</b> , 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

The State of Texas } County of Bexar }		
This instrument was this d stated above, on behalf of t	0 .	, in the capacity
Date:	Notary Public, State of Texas	
	My Commission Expires:	