

ORDINANCE 2019-06-20-0540

**DECLARING CERTAIN PROPERTIES AS SURPLUS TO THE NEEDS  
OF THE CITY OF SAN ANTONIO AND AUTHORIZING THEIR SALE  
TO JAIME AND JESSICA PEREZ FOR THE TOTAL AMOUNT OF \$6,500.00 PLUS  
ALL RELATED CLOSING COSTS.**

\* \* \* \* \*

**WHEREAS**, the Urban Renewal Agency of the City of San Antonio d/b/a Office of Urban Redevelopment San Antonio ("OUR SA") owns the following properties (hereafter "Properties"):

1. 302 Runnels, legally described as NCB 1217, Block 15, Lot 1; recorded in Volume 5157, Page 248, of the Deed and Plat Records of Bexar County, Texas;
2. 203 Edgar, legally described as NCB 1217, Block 15, Lots 1A and 2A; recorded in Volume 5147, Page 328, of the Deed and Plat Records of Bexar County, Texas;
3. 205 Edgar, legally described as NCB 1217, Block 15, Lot 3; recorded in Volume 5723, Page 1495, of the Deed and Plat Records of BEXAR County, Texas;

Said Properties being more accurately depicted on **Exhibits "A", "B", and "C"** attached hereto and incorporated herein; and

**WHEREAS**, on May 22, 2019, staff briefed the Planning Commission on their determination that the Properties were not being utilized by OUR SA, were generating maintenance costs, and were surplus to the needs of the City as well as on the offer received from Jaime and Jessica Perez ("Buyers") to purchase the Properties from OUR SA; and

**WHEREAS**, the Planning Commission thereafter passed a resolution recommending that City Council declare the Properties as surplus properties and authorize the Properties to be sold; said resolution being attached hereto as **Exhibit "D"**; and

**WHEREAS**, Buyers executed Contracts for the Sale of Land for Private Redevelopment on April 23, 2019 agreeing to purchase the Properties for a total amount of \$6,500.00 plus closing costs which staff and the Planning Commission have determined to be a fair and reasonable price for the Properties, copy of said Contracts being attached hereto as **Exhibits "E" and "F"**; and

**WHEREAS**, Chapter 374 of the Texas Local Government Code requires that all real estate transactions of the City's Urban Renewal Agency be approved by the City Council; and  
**WHEREAS**, staff recommends that the City Council declare the Properties as surplus to the needs of the City and authorize the sale of the Properties to Jaime and Jessica Perez; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Council hereby declares the following Properties to be surplus to the needs of the City of San Antonio and hereby authorizes the sale and conveyance of three parcels of unimproved real properties comprised of approximately 0.036 acres of land owned by the Urban Renewal Agency (OUR SA) for \$6,500.00, plus closing costs:

1. 302 Runnels: New City Block 1217, Block 15, Lot 1; recorded in Volume 5157, Page 248, of the Deed and Plat Records of Bexar County, Texas;
2. 203 Edgar: New City Block 1217, Block 15, Lots 1A and 2A; recorded in Volume 5147, Page 328, of the Deed and Plat Records of Bexar County, Texas;
3. 205 Edgar: New City Block 1217, Block 15, Lots 3A; recorded in Volume 5723, Page 1495, of the Deed and Plat Records of Bexar County, Texas.

Said Properties being more accurately depicted on **Exhibits “A”, “B” and “C”** attached hereto and incorporated herein; and

**SECTION 2.** The Executive Director or designee of OUR SA are jointly and severally authorized to execute the Contracts for the Sale of Land for Private Redevelopment to Jaime and Jessica Perez providing that the total amount to be paid to the City for the Properties will be \$6,500.00 plus closing costs, attached hereto as **Exhibits “E” and “F”**, which are incorporated herein by reference for all purposes as if they were fully set forth herein. The Executive Director of OUR SA or designee are further authorized to take all other actions reasonably necessary or convenient to effect the transaction, including delivering ancillary documents and instruments conducive to effectuating the transaction.

**SECTION 3.** These Properties were acquired using CDBG funds and there for the monies generated by the sale of these Properties will be considered as program income and will be deposited into Internal Order 131000001825 Fund 28035000 General Ledger 4903101.

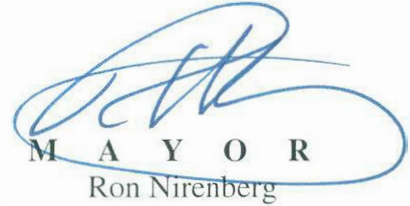
**SECTION 4.** The disposition of surplus property must be coordinated through the Board of Directors of OUR SA and City's Finance Department to assure the removal of these assets out of the City's financial records and to record the proper accounting transactions.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer 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.

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**SECTION 6.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

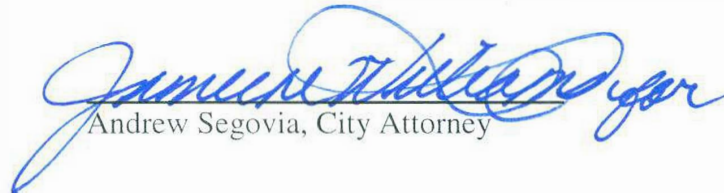
**PASSED and APPROVED** this 20<sup>th</sup> day of June, 2019.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>12 ( in consent vote: 4, 5, 6, 7, 8, 9, 10A, 10B, 11A, 11B, 12, 13, 14, 16, 17, 18, 19A, 19B, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 38A, 38B, 39A, 39B, 39C, 39D, 41, Z-2 )</b>
<b>Date:</b>	06/20/2019
<b>Time:</b>	10:19:52 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	Ordinance approving the sale and conveyance of 3 vacant properties owned by the Urban Renewal Agency (OUR SA) located at 302 Runnels, 203 Edgar, and 205 Edgar, in City Council District 2. Proceeds from the sale will be deposited back into the CDBG Fund as program income for use on future programs in accordance with Federal HUD policies. [Lori Houston, Assistant City Manager; Verónica R. Soto, Director, Neighborhood and Housing Services]
<b>Result:</b>	Passed

<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
Jada Andrews-Sullivan	District 2		x				
Rebecca Viagran	District 3		x				x
Dr. Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				



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**Exhibit "A"**  
Map of 302 Runnels

## OFFICE OF URBAN REDEVELOPMENT (OUR SA) – SURPLUS PROPERTY

**Property Address:** 302 RUNNELS

**Legal Description:** Lot 1, Block 15, NCB 1217

**Council District:** 2

**Owner of Record:** San Antonio Development Agency

**Parcel Information:**

<u>Dimensions:</u>	40 X 70		
<u>Square Feet:</u>	2800	<u>Acreage:</u>	0.0643

**Zoning:** I 2 EP-1

**Minimum Lot Standards:** n/a

**Utility Availability:** n/a

**Area:**

<u>ICRIP:</u>	Yes	<u>TIRZ:</u>	No
<u>CRAG:</u>	Yes	<u>NSP:</u>	D
<u>Reinvestment Area:</u>	No		
<u>Plan Area:</u>	Government Hill		
<u>CCHIP Target Area:</u>	No		

**Planned Land Use:** Medium-Density Residential

**Site and Surrounds Observation:** Flood Plain; consider selling to adjacent land owner

**Development Suitability:** N/A

**Funding Source:**



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**Exhibit "B"**  
Map of 203 Edgar



## OFFICE OF URBAN REDEVELOPMENT (OUR SA) – SURPLUS PROPERTY

**Property Address:** 203 EDGAR

**Legal Description:** Lot 1A and 2A, Block 15, NCB 1217 (BCAD)  
Lots 2 and 1A, also known as Lot 1, NCB 1217 (Deed)

**Council District:** 2

**Owner of Record:** San Antonio Development Agency

**Parcel Information:**

Dimensions: 60 X 160 IRR

Square Feet: 8560      Acreage: 0.1965

**Zoning:** I 2 EP-1

**Minimum Lot Standards:** n/a

**Utility Availability:** n/a

**Area:**      ICRIP: Yes      TIRZ: No  
                 CRAG: Yes      NSP: D  
                 Reinvestment Area: No  
                 Plan Area: Government Hill  
                 CCHIP Target Area No

**Planned Land Use:** Medium-Density Residential

**Site and Surrounds Observation:** Partial Flood Plain; consider selling to adjacent land owner

**Development Suitability:** N/A

**Funding Source:**



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**Exhibit "C"**  
Map of 205 Edgar

## OFFICE OF URBAN REDEVELOPMENT (OUR SA) – SURPLUS PROPERTY

**Property Address:** 205 EDGAR

**Legal Description:** Lot 3A, Block 15, NCB 1217 (BCAD)  
Lot 3, Block 15, NCB 1217 (Deed)

**Council District:** 2

**Owner of Record:** San Antonio Development Agency

**Parcel Information:**

Dimensions: 30 X 60 IRR

Square Feet: 4243      Acreage: 0.0974

**Zoning:** I 2 EP-1

**Minimum Lot Standards:** n/a

**Utility Availability:** n/a

**Area:**      ICRIP: Yes      TIRZ: No  
                 CRAG: Yes      NSP: D  
                 Reinvestment Area: No  
                 Plan Area: Government Hill  
                 CCHIP Target Area: No

**Planned Land Use:** Medium-Density Residential

**Site and Surrounds Observation:** Partial Flood Plain; consider selling to adjacent land owner

**Development Suitability:** N/A

**Funding Source:**



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**Exhibit "D"**  
Planning Commission Resolution

18 05-11

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE SAN ANTONIO PLANNING COMMISSION  
RECOMMENDING THAT THE CITY COUNCIL DESIGNATE CERTAIN  
PROPERTIES AS SURPLUS TO THE NEEDS OF THE CITY OF SAN  
ANTONIO AND APPROVE THE SALE OF SAID PROPERTIES TO  
JAIME AND JESSICA PEREZ IN THE AMOUNT OF \$6,500 PLUS  
CLOSING COSTS**

**WHEREAS**, the Urban Renewal Agency of the City of San Antonio d/b/a Office of Urban Redevelopment San Antonio ("OUR SA") owns the following properties (hereafter "Properties"):

1. 302 Runnels, legally described as NCB 1217, Block 15, Lot 1;  
Recorded in Volume 5157, Page 248, of the Deed and Plat Records of BEXAR County, Texas
2. 203 Edgar, legally described as NCB 1217, Block 15, Lots 1A and 2A; and  
Recorded in Volume 5147, Page 328, of the Deed and Plat Records of BEXAR County, Texas
3. 205 Edgar, legally described as NCB 1217, Block 15, Lot 3  
Recorded in Volume 5723, Page 1495, of the Deed and Plat Records of BEXAR County, Texas,

Said properties being more accurately depicted on **Exhibits "A", "B" and "C"** attached hereto and incorporated herein; and

**WHEREAS**, OUR SA has determined that the Properties are not being utilized by OUR SA, are generating extensive maintenance costs and are surplus to the needs of OUR SA and the City; and therefore should be sold at a fair and reasonable price; and

**WHEREAS**, Jaime and Jessica Perez ("Buyers") have made an offer to purchase the Properties for a total amount of \$6,500 plus closing costs, which OUR SA staff believe to be a fair and reasonable price for the Properties, and have executed a Contract for the Sale of Land for Private Redevelopment, a copy of said Contract being attached hereto as **Exhibit "D"** which has been approved by the Board of Directors of OUR SA.

**WHEREAS**, Chapter 374 of the Texas Local Government Code requires that all real estate transactions of the City's Urban Renewal Agency be approved by the City Council; and

**WHEREAS**, after deliberation of the matter, the Planning Commission has elected to make a recommendation to the City Council that the Properties be declared to be surplus to the needs of the City of San Antonio and sold to the Buyers at the offered purchase price as described herein. **NOW THEREFORE:**



**BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:**

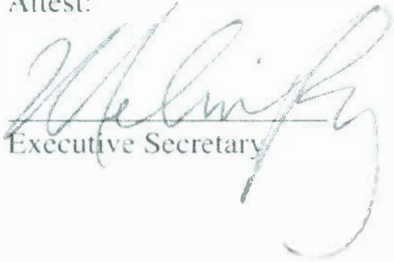
**Section 1.** The Planning Commission recommends City Council declare the following properties as surplus to the needs of the City and approve the sale of said Properties by OUR SA as more fully set forth in the Contract for the Sale of Land for Private Redevelopment attached hereto as Exhibit "E".

PASSED AND APPROVED this 22<sup>nd</sup> day of May, 2019.

A handwritten signature in black ink, appearing to be "Ch. C. S.", written over a horizontal line.

Chairman

Attest:

A handwritten signature in black ink, appearing to be "Melinda", written over a horizontal line.

Executive Secretary

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**Exhibit "E"**

Contract for Sale of Land for Private Redevelopment  
302 Runnels

## CONTRACT FOR THE SALE OF LAND FOR PRIVATE REDEVELOPMENT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract, provided Buyer must deliver the Earnest Money to Seller before the Earnest Money Deadline provided in section A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

**Seller:**            **Urban Renewal Agency of the City of San Antonio, a Texas Local Governmental Entity (d/b/a OUR SA) by and through its Board of Commissioners.**

Address: 1400 S. Flores, San Antonio, Texas 78204  
ATT: Scott Price

**Buyer:**            **Jaime and Jessica Perez  
726 Karen Lane  
San Antonio, Texas 78218  
210-365-6946**

**Property:**       **Lot 1, Block 15, NCB 1217 in the City of San Antonio, Bexar County, Texas,  
commonly known as 302 Runnels, San Antonio, Texas.**

**Total Purchase Price: \$2,000.00 plus all closing costs**

**Earnest Money: \$100.00**

**Title Company:**   **MTC, 400 N. Loop 1604 East, Suite 208, San Antonio, Texas.  
Att: Theresa Wernette**

**Buyer's Liquidated Damages: \$500.**

**Seller's Additional Liquidated Damages: \$500.**

### **A.     Deadlines and Other Dates**

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Three (3) days after full execution of this contract, contemporaneous with the filing of this contract with the Title Company.
2. Delivery of Title Commitment (if any): Ten (10) days after the Effective Date.
3. Delivery of legible copies of instruments referenced in the Title Commitment (if any): Five (5) days after request.
4. Delivery of Survey: Twenty (20) days after the final approval by the San Antonio City Council at Seller's expense.
5. Delivery of Title Objections: Twenty (20) days after the Effective Date.
6. Delivery of Seller's records (if any) as specified in **Exhibit B**: Fifteen (15) days after the Effective Date.
7. End of Inspection Period: Thirty (30) days after the Effective Date.
8. Closing Date: Within thirty (30) days after approval for the sale by the governing body for the City of San Antonio.

**B. Closing Documents**

1. At closing, Seller will deliver the following items:
  - Special Warranty Deed
  - Evidence of Seller's authority to close this transaction
  - Notices, statements, and certificates, if any, as specified in **Exhibit B**
2. At closing, Buyer will deliver the following:
  - Evidence of Buyer's authority to consummate this transaction
  - Balance of Purchase Price and Closing costs

The documents listed in this section B are collectively known as the "Closing Documents."

**C. Exhibits**

The following are attached to and are a part of this contract:

Exhibit A—Representations, Environmental Matters; Redevelopment Requirements  
Exhibit B—Notices, Statements, and Certificates  
Exhibit C – Conceptual Phases for United Controls, LLC



#### **D. Purchase and Sale of Property**

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to 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.

#### **E. [Reserved]**

#### **F. Title and Survey**

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.
2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.
4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; a Survey, if any, in Seller's possession by the deadline stated in section A.4.; and legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.3.
5. *Title Objections.* Buyer must notify Seller of any objections to Property title ("Title Objections") by the deadline stated in A.5. If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must cure the Title Objections that Seller has agreed to cure.

## G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit B**, or otherwise make those records available for Buyer's review, by the deadline stated in section A.6.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- a. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
- b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- c. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;
- d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt; and
- e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

4. *Buyer's Indemnity and Release of Seller*

- a. *INDEMNITY.* 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, except for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. *Release.* 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.

## **H. Matters Affecting the Property**

1. The terms and conditions stated in **Exhibit A** will apply to the sale, purchase and redevelopment of the Property.
2. *Force Majeure.* (a) If a Force Majeure Event occurs and Buyer is prevented by that Force Majeure Event from performing the redevelopment obligations under this contract, Buyer will be excused from performing those obligations, on condition that it complies with its obligations under subsection (b) below. For purposes of this contract, "Force Majeure Event" means any event or circumstance, regardless of whether it was foreseeable, that prevents Buyer, using reasonable efforts to do so, from performing the redevelopment obligations under this contract, except that a Force Majeure Event will not include any a strike or other labor unrest that affects only Buyer, Buyer's financial hardship, an increase in prices, or a change of law.  
  
(b) Upon occurrence of a Force Majeure Event, Buyer will promptly notify Seller of occurrence of that Force Majeure Event, its effect on performance, and how long Buyer expects it to last. Thereafter, Buyer will update that information as reasonably necessary or as requested by Seller. During a delay caused by a Force Majeure Event, the Buyer will use reasonable efforts to mitigate the effects of the Force Majeure Event and diligently resume its redevelopment obligations under this contract. Seller and Buyer will mutually agree on an extension for final completion of improvements to the Property.

## **I. Condition of the Property until Closing; No Recording of Contract**

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (b) operate the Property in the same manner as it was operated on the Effective Date.
2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under property insurance policies, if any, covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property.
3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before

closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

## **J. Termination**

### **1. *Disposition of Earnest Money after Termination***

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days after receipt of Buyer's termination notice, deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer authorizes the Seller to keep the Earnest Money.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract and those obligations that survive termination under the express terms of this contract.

## **K. Closing**

1. *Closing.* Closing is contingent on the final approval by the San Antonio Planning Commission and San Antonio City Council
2. *Closing.* This transaction will close on the Closing Date. At closing, the following will occur:
  - a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
  - b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Seller in funds



acceptable to Seller. The Earnest Money will be applied to the Purchase Price.

- c. *Recording; Copies.* Buyer will record the deed and the other necessary Closing Documents.
- d. *Delivery of Originals.* Seller will deliver to Buyer originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller if the sale is seller-financed.

## 2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record documents to cure Title Objections agreed to be cured by Seller; the costs to obtain a Survey; and Seller's attorney's fees.
- b. *Buyer's Costs.* Buyer will pay the charge for the Title Policy; escrow fees charged by the Title Company; the costs to obtain, deliver, and record all documents (including the deed), other than those to be recorded at Seller's expense; the costs to obtain certificates or reports of ad valorem taxes; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender, if any; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Seller is a tax-exempt political subdivision of the State of Texas.
- d. *Post-closing Adjustments.* If errors made at closing are identified within ninety days after closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

## L. *Default and Remedies*

1. *Seller's Default.* If Seller fails to substantially perform any of its obligations under this contract or if any of Seller's material representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages the lesser of Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date or the amount of Buyer's Liquidated Damages, within ten days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.
- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be "AS IS."

2. *Buyer's Default.* If Buyer fails to substantially perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the right to keep the Earnest Money. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within ten days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be "AS IS."

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money and Seller's Additional Liquidated Damages are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorneys' Fees.* If either party retains an attorney to enforce or construe this contract in a court of law with competent jurisdiction, the party prevailing in such litigation is entitled to recover

reasonable attorney's fees and court and other costs.

#### **M. Miscellaneous Provisions**

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.
3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights, obligations or interests under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.
6. *Choice of Law; Venue.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is mandatory and exclusive in Bexar County. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.
7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture or enterprise, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *No Waiver of Immunities.* By entering and performing under this contract, Seller does not waive any immunity, defenses or limits of liability to which it is entitled under law.

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

David Rodriguez, Chairman  
Board of Commissioners

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

4/25/19

**BUYER: Jaime and Jessica Perez**

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

Jaime Perez

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

4/23/2019

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

Jessica Perez

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

4/23/2019

## RECEIPT OF EARNEST MONEY

**RE:** Lot 1, Block 15, NCB 1217 in the City of San Antonio, Bexar County, Texas,  
commonly known as 302 Runnels, San Antonio, Texas.

Title Company acknowledges receipt of Earnest Money in the amount of \$100.00 from Jaime and Jessica Perez, Buyer, and a copy of this contract executed by both Buyer and Seller.

Title Company:

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

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



## Exhibit A

### 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 political subdivision duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. 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. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
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 condemnation or the presence of hazardous materials affecting the Property.
6. *No Other Obligation to Sell the Property or Restriction against Sale.* Seller has not obligated itself to sell all or any portion of the Property to any person 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 or liens to which Buyer has given its consent in writing, 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 in writing.
8. *No Other Representation.* Except as stated herein or in the notices, statements, and certificates set forth in **Exhibit B**, 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 ARM'S-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.

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.

**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 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.

**C. Redevelopment**

The Board approved by Motion and Unanimous Vote the proposal to use the property for the development of office and warehouse space for United Controls, LLC. Construction of all improvements must comply with all current San Antonio Development Building codes. A solid treated wood fence shall be constructed on the east property line between the expansion of United Controls and the existing residential property as allowed by code.

**1. Time for Commencement**

The construction of the improvements referred to PHASE 1 shown in conceptual drawings in Exhibit C. will commence in any event within **twelve (12) to eighteen (18) months** following the recordation

of the Deed. Development of Phases 2 and 3 will proceed as business growth and financing allows.

2. *Revesting Title.*

a. Buyer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the deed shall contain covenants on the part of Buyer for itself and such successors and assigns, that the redevelopment of the Property through the construction of the improvements thereon, and that such construction will in any event begin within the period specified in subsection C.1 hereinabove and be completed within the period specified in such subsection and will conform to the approval given under subsection C.2 hereinabove. It is intended and agreed, and the deed will so expressly provide, that without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the contract itself, be, to the fullest extent permitted by law and equity, binding for the benefit of Seller and enforceable by Seller against Buyer and its successors and assigns to or of the Property or any part thereof or any interest therein.

b. In the event that, subsequent to conveyance of the Property to Buyer and prior to completion of the improvements approved by Seller, Buyer defaults in or violates its obligations with respect to the construction of the improvements (including obtaining Construction Plan approval and the dates for the beginning and completion thereof), or abandons or substantially suspends construction work, and any such default, violation, abandonment or suspension is not cured, ended or remedied within three (3) months after written demand by Seller so to do, or not excused by a Force Majeure Event, then Seller will have the right to re-enter and take possession of the Property and to terminate (and re-vest in the Seller) the Property title conveyed by deed to Buyer, it being the intent of this provision, together with other provisions of the contract, that the conveyance of the Property to Buyer will be made upon and that the deed will contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Buyer specified in C.1 and C.2 hereinabove, failure on the part of Buyer to remedy, end or abrogate such default, failure, violation or other action or inaction within the period and in the manner stated hereinabove, Seller, at its option, may declare a termination in favor of Seller of the title and of all the rights and interests in and to the Property conveyed by the deed to Buyer and that such title and all rights and interests of Buyer and any assigns or successors in interest to and in the Property, will revert to Seller; Provided, that such condition subsequent and any revesting of title as a result thereof in Seller will always be subject to and limited by and will not defeat, render invalid or limit in any way the lien of any purchase or construction mortgage and any rights or interest provided in the contract for the protection of the holders of such mortgages.

c. Whenever the Seller delivers any notice or demand to Buyer with respect to any breach or default by Buyer in its redevelopment obligations or covenants under the contract, Seller will at the same time forward a copy of such notice or demand to each holder of any mortgage known to Seller.

d. After any breach or default by Buyer as set forth above, each Property/construction mortgagee will have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; Provided, that if the breach or default is with respect to construction of the improvements, nothing contained herein or any other section of the contract will be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first

having expressly assumed the obligation to Seller, by written agreement satisfactory to Seller, to complete, in the manner provided in the contract, the improvements on the Property or the part thereof to which the lien or title to such holder relates. Any such holder who properly completes the improvements relating to the Property or applicable part thereof will be entitled, upon written request made to Seller, to a certification or certifications by Sellers to such effect in the manner provided in subsection C.4 above, and any such certification will, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or reversioning of title to the Property that Seller has or is entitled to because of failure of Buyer or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the improvements on other parts or parcels of the Property, will not apply to the part or parcel of the Property to which such certification relates.

## **Exhibit B**

### **Notices, Statements, and Certificates**

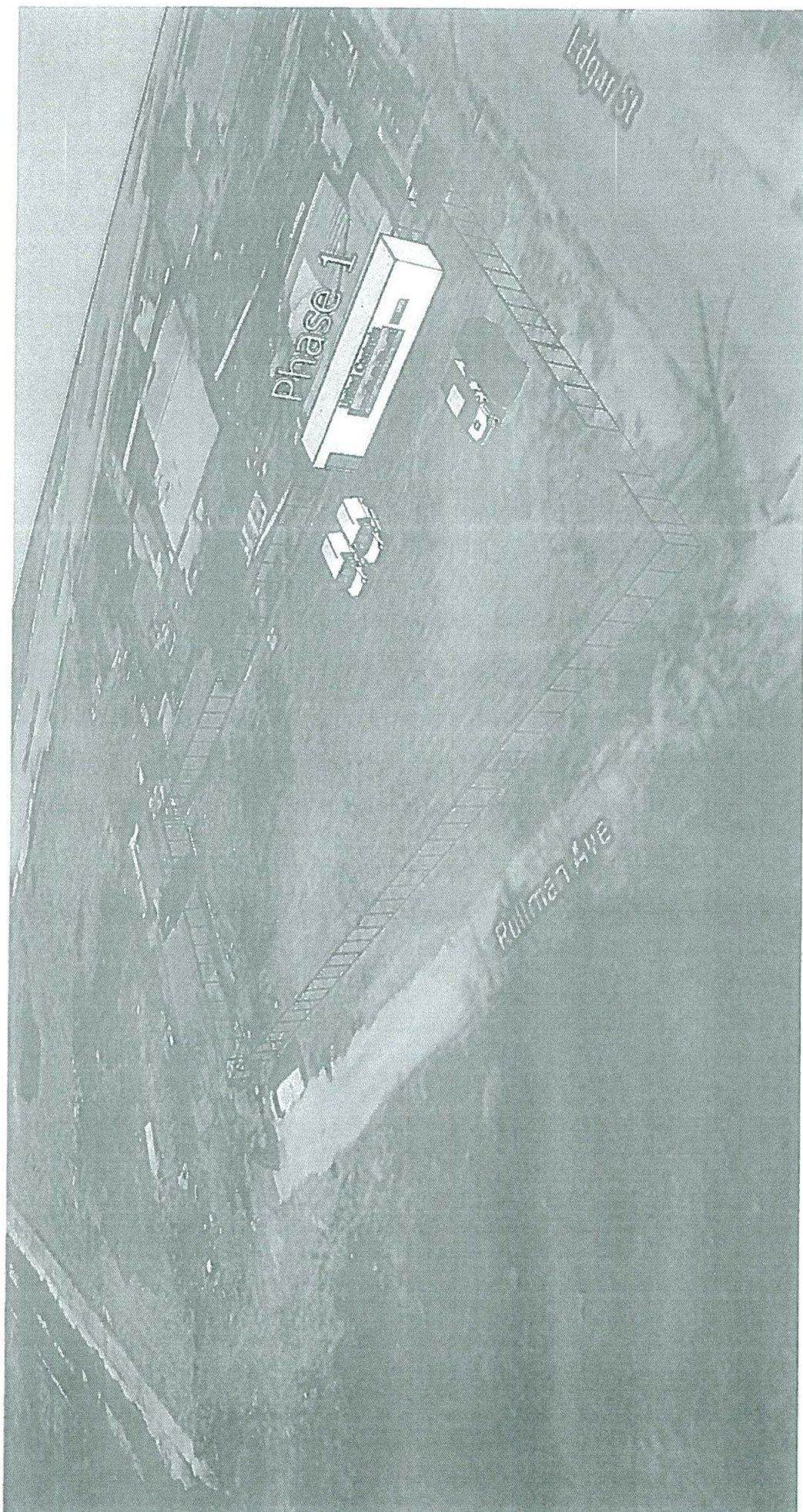
As applicable and as may be required to be given by Seller, the following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Notice of deed restrictions, described in section 230.005 of the Texas Local Government Code

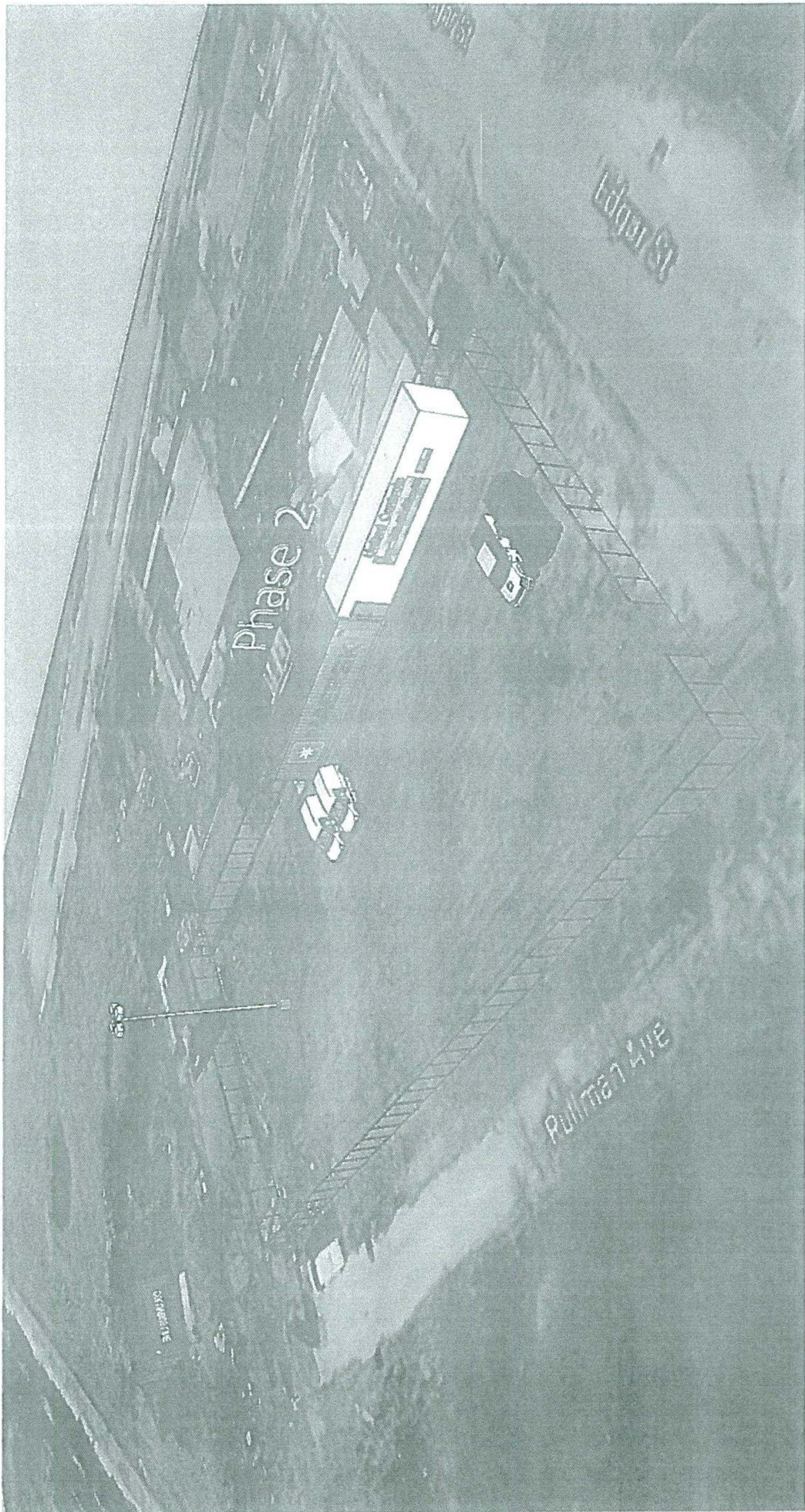
Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code



**Exhibit C**  
**Conceptual Development Plans**













JYW  
06/20/2019  
Item No. 12

**Exhibit "F"**

Contract for the Sale of Land for Private Redevelopment  
203 and 205 Edgar

## CONTRACT FOR THE SALE OF LAND FOR PRIVATE REDEVELOPMENT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract, provided Buyer must deliver the Earnest Money to Seller before the Earnest Money Deadline provided in section A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

**Seller:**            **Urban Renewal Agency of the City of San Antonio, a Texas Local Governmental Entity (d/b/a OUR SA) by and through its Board of Commissioners.**

Address: 1400 S. Flores, San Antonio, Texas 78204  
ATT: Scott Price

**Buyer:**            **Jaime and Jessica Perez  
726 Karen Lane  
San Antonio, Texas 78218  
210-365-6946**

**Property:**        **1.        Lots 1A and 2A, Block 15, NCB 1217 in the City of San Antonio, Bexar County, Texas, commonly known as 203 Edgar, San Antonio, Texas.**

**2.        Lot 3A, Block 15, NCB 1217 in the City of San Antonio, Bexar County, Texas, commonly known as 205 Edgar, San Antonio, Texas.**

**Total Purchase Price: \$4,500.00 plus all closing costs**

**Earnest Money: \$100.00**

**Title Company:**    **MTC, 400 N. Loop 1604 East, Suite 208, San Antonio, Texas.**  
Att: Theresa Wernette

**Buyer's Liquidated Damages: \$500.**

**Seller's Additional Liquidated Damages: \$500.**

### **A.        Deadlines and Other Dates**

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is

not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Three (3) days after full execution of this contract, contemporaneous with the filing of this contract with the Title Company.
2. Delivery of Title Commitment (if any): Ten (10) days after the Effective Date.
3. Delivery of legible copies of instruments referenced in the Title Commitment (if any): Five (5) days after request.
4. Delivery of Survey: Twenty (20) days after the final approval by the San Antonio City Council at Seller's expense.
5. Delivery of Title Objections: Twenty (20) days after the Effective Date.
6. Delivery of Seller's records (if any) as specified in **Exhibit B**: Fifteen (15) days after the Effective Date.
7. End of Inspection Period: Thirty (30) days after the Effective Date.
8. Closing Date: Within thirty (30) days after approval for the sale by the governing body for the City of San Antonio.

**B. Closing Documents**

1. At closing, Seller will deliver the following items:
  - Special Warranty Deed
  - Evidence of Seller's authority to close this transaction
  - Notices, statements, and certificates, if any, as specified in **Exhibit B**
2. At closing, Buyer will deliver the following:
  - Evidence of Buyer's authority to consummate this transaction
  - Balance of Purchase Price and Closing costs

The documents listed in this section B are collectively known as the "Closing Documents."

**C. Exhibits**

The following are attached to and are a part of this contract:

Exhibit A—Representations, Environmental Matters; Redevelopment Requirements

**D. Purchase and Sale of Property**

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to 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.

**E. [Reserved]**

**F. Title and Survey**

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; a Survey, if any, in Seller's possession by the deadline stated in section A.4.; and legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.3.

5. *Title Objections.* Buyer must notify Seller of any objections to Property title ("Title Objections") by the deadline stated in A.5. If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must cure the Title Objections that Seller has agreed to cure.



## G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit B**, or otherwise make those records available for Buyer's review, by the deadline stated in section A.6.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- a. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
- b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- c. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;
- d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt; and
- e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

4. *Buyer's Indemnity and Release of Seller*

- a. *INDEMNITY.* 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, except for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. *Release.* 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.

## H. Matters Affecting the Property

1. The terms and conditions stated in **Exhibit A** will apply to the sale, purchase and redevelopment of the Property.

2. *Force Majeure.* (a) If a Force Majeure Event occurs and Buyer is prevented by that Force Majeure Event from performing the redevelopment obligations under this contract, Buyer will be excused from performing those obligations, on condition that it complies with its obligations under subsection (b) below. For purposes of this contract, "Force Majeure Event" means any event or circumstance, regardless of whether it was foreseeable, that prevents Buyer, using reasonable efforts to do so, from performing the redevelopment obligations under this contract, except that a Force Majeure Event will not include any a strike or other labor unrest that affects only Buyer, Buyer's financial hardship, an increase in prices, or a change of law.

(b) Upon occurrence of a Force Majeure Event, Buyer will promptly notify Seller of occurrence of that Force Majeure Event, its effect on performance, and how long Buyer expects it to last. Thereafter, Buyer will update that information as reasonably necessary or as requested by Seller. During a delay caused by a Force Majeure Event, the Buyer will use reasonable efforts to mitigate the effects of the Force Majeure Event and diligently resume its redevelopment obligations under this contract. Seller and Buyer will mutually agree on an extension for final completion of improvements to the Property.

## I. Condition of the Property until Closing; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (b) operate the Property in the same manner as it was operated on the Effective Date.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under property insurance policies, if any, covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before

closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

## **J. Termination**

### **1. *Disposition of Earnest Money after Termination***

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days after receipt of Buyer's termination notice, deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer authorizes the Seller to keep the Earnest Money.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract and those obligations that survive termination under the express terms of this contract.

## **K. Closing**

1. *Closing.* Closing is contingent on the final approval by the San Antonio Planning Commission and San Antonio City Council
2. *Closing.* This transaction will close on the Closing Date. At closing, the following will occur:
  - a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
  - b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Seller in funds

acceptable to Seller. The Earnest Money will be applied to the Purchase Price.

- c. *Recording; Copies.* Buyer will record the deed and the other necessary Closing Documents.
- d. *Delivery of Originals.* Seller will deliver to Buyer originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller if the sale is seller-financed.

## 2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record documents to cure Title Objections agreed to be cured by Seller; the costs to obtain a Survey; and Seller's attorney's fees.
- b. *Buyer's Costs.* Buyer will pay the charge for the Title Policy; escrow fees charged by the Title Company; the costs to obtain, deliver, and record all documents (including the deed), other than those to be recorded at Seller's expense; the costs to obtain certificates or reports of ad valorem taxes; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender, if any; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Seller is a tax-exempt political subdivision of the State of Texas.
- d. *Post-closing Adjustments.* If errors made at closing are identified within ninety days after closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

## L. **Default and Remedies**

1. *Seller's Default.* If Seller fails to substantially perform any of its obligations under this contract or if any of Seller's material representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:



- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages the lesser of Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date or the amount of Buyer's Liquidated Damages, within ten days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.
- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be "AS IS."

2. *Buyer's Default.* If Buyer fails to substantially perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the right to keep the Earnest Money. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within ten days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be "AS IS."

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money and Seller's Additional Liquidated Damages are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorneys' Fees.* If either party retains an attorney to enforce or construe this contract in a court of law with competent jurisdiction, the party prevailing in such litigation is entitled to recover



reasonable attorney's fees and court and other costs.

#### **M. Miscellaneous Provisions**

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights, obligations or interests under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is mandatory and exclusive in Bexar County. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture or enterprise, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

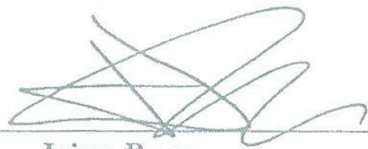
13. *No Waiver of Immunities.* By entering and performing under this contract, Seller does not waive any immunity, defenses or limits of liability to which it is entitled under law.

**SELLER: Urban Renewal Agency of the City of San Antonio, also known as Office of Urban Redevelopment (OUR SA), by and through its Board of Commissioners.**

By:   
David Rodriguez, Chairman  
Board of Commissioners

Date: 4/23/19

**BUYER: Jaime and Jessica Perez**

By:   
Jaime Perez

Date: 4/23/2019

By:   
Jessica Perez

Date: 4/23/2019

## RECEIPT OF EARNEST MONEY

- RE:
1. Lots 1A and 2A, Block 15, NCB 1217 in the City of San Antonio, Bexar County, Texas, commonly known as 203 Edgar, San Antonio, Texas.
  2. Lot 3A, Block 15, NCB 1217 in the City of San Antonio, Bexar County, Texas, commonly known as 205 Edgar, San Antonio, Texas.

Title Company acknowledges receipt of Earnest Money in the amount of \$100.00 from Jaime and Jessica Perez, Buyer, and a copy of this contract executed by both Buyer and Seller.

Title Company:

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

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

## Exhibit A

### 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 political subdivision duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. 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. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
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 condemnation or the presence of hazardous materials affecting the Property.
6. *No Other Obligation to Sell the Property or Restriction against Sale.* Seller has not obligated itself to sell all or any portion of the Property to any person 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 or liens to which Buyer has given its consent in writing, 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 in writing.
8. *No Other Representation.* Except as stated herein or in the notices, statements, and certificates set forth in **Exhibit B**, 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 ARM'S-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.

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.

**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 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.

**C. Redevelopment**

The Board approved by Motion and Unanimous Vote the proposal to use the property for the development of office and warehouse space for United Controls, LLC. Construction of all improvements must comply with all current San Antonio Development Building codes. A solid treated wood fence shall be constructed on the east property line between the expansion of United Controls and the existing residential property as allowed by code.

**1. Time for Commencement**

The construction of the improvements referred to PHASE 1 shown in conceptual drawings in Exhibit C. will commence in any event within **twelve (12) to eighteen (18) months** following the recordation of the Deed. Development of Phases 2 and 3 will proceed as business growth and financing allows.



2. *Revesting Title.*

a. Buyer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the deed shall contain covenants on the part of Buyer for itself and such successors and assigns, that the redevelopment of the Property through the construction of the improvements thereon, and that such construction will in any event begin within the period specified in subsection C.1 hereinabove and be completed within the period specified in such subsection and will conform to the approval given under subsection C.2 hereinabove. It is intended and agreed, and the deed will so expressly provide, that without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the contract itself, be, to the fullest extent permitted by law and equity, binding for the benefit of Seller and enforceable by Seller against Buyer and its successors and assigns to or of the Property or any part thereof or any interest therein.

b. In the event that, subsequent to conveyance of the Property to Buyer and prior to completion of the improvements approved by Seller, Buyer defaults in or violates its obligations with respect to the construction of the improvements (including obtaining Construction Plan approval and the dates for the beginning and completion thereof), or abandons or substantially suspends construction work, and any such default, violation, abandonment or suspension is not cured, ended or remedied within three (3) months after written demand by Seller so to do, or not excused by a Force Majeure Event, then Seller will have the right to re-enter and take possession of the Property and to terminate (and re-vest in the Seller) the Property title conveyed by deed to Buyer, it being the intent of this provision, together with other provisions of the contract, that the conveyance of the Property to Buyer will be made upon and that the deed will contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Buyer specified in C.1 and C.2 hereinabove, failure on the part of Buyer to remedy, end or abrogate such default, failure, violation or other action or inaction within the period and in the manner stated hereinabove, Seller, at its option, may declare a termination in favor of Seller of the title and of all the rights and interests in and to the Property conveyed by the deed to Buyer and that such title and all rights and interests of Buyer and any assigns or successors in interest to and in the Property, will revert to Seller; Provided, that such condition subsequent and any revesting of title as a result thereof in Seller will always be subject to and limited by and will not defeat, render invalid or limit in any way the lien of any purchase or construction mortgage and any rights or interest provided in the contract for the protection of the holders of such mortgages.

c. Whenever the Seller delivers any notice or demand to Buyer with respect to any breach or default by Buyer in its redevelopment obligations or covenants under the contract, Seller will at the same time forward a copy of such notice or demand to each holder of any mortgage known to Seller.

d. After any breach or default by Buyer as set forth above, each Property/construction mortgagee will have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; Provided, that if the breach or default is with respect to construction of the improvements, nothing contained herein or any other section of the contract will be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to Seller, by written agreement satisfactory to Seller, to

complete, in the manner provided in the contract, the improvements on the Property or the part thereof to which the lien or title to such holder relates. Any such holder who properly completes the improvements relating to the Property or applicable part thereof will be entitled, upon written request made to Seller, to a certification or certifications by Sellers to such effect in the manner provided in subsection C.4 above, and any such certification will, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or revesting of title to the Property that Seller has or is entitled to because of failure of Buyer or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the improvements on other parts or parcels of the Property, will not apply to the part or parcel of the Property to which such certification relates.

## **Exhibit B**

### **Notices, Statements, and Certificates**

As applicable and as may be required to be given by Seller, the following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Notice of deed restrictions, described in section 230.005 of the Texas Local Government Code

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code

**Exhibit C**  
**Conceptual Development Plans**



