

AN ORDINANCE 2015-01-29-0063

DECLARING AS SURPLUS AND AUTHORIZING THE DISPOSITION OF FOUR VACANT CITY OWNED LOTS LOCATED AT 526 ERLINE AVENUE, 211 COOPWOOD AVENUE, 526 LAVERNE AVENUE AND 507 MOSELLE AVENUE, ALL IN COUNCIL DISTRICT 6, TO THE ALAMO AREA MUTUAL HOUSING ASSOCIATION, INC., A TEXAS NON-PROFIT CORPORATION, FOR \$1.00.

* * * * *

WHEREAS, the Alamo Area Mutual Housing Association, Inc., is a Texas non-profit corporation; and

WHEREAS, the Alamo Area Mutual Housing Association is requesting that the City of San Antonio declare as surplus and dispose of these four vacant parcels of City-owned real property for construction of infill affordable housing in the Edgewood REnewSA target area; **NOW THEREFORE**

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to sell to Alamo Area Mutual Housing Association, Inc. the four vacant lots currently addressed as 526 Erline Avenue, 211 Coopwood Avenue, 526 Laverne Avenue and 507 Moselle Avenue as shown in **Attachment I** for \$1.00. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city a sales contract and deed without warranty, substantially in the form shown in **Attachment II**, conveying the above-described property to Alamo Area Mutual Housing Association, Inc. The City Manager and her designee, severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

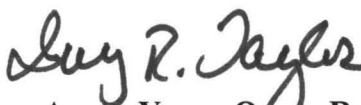
SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 256000000001 and General Ledger 4903101.

SECTION 3. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

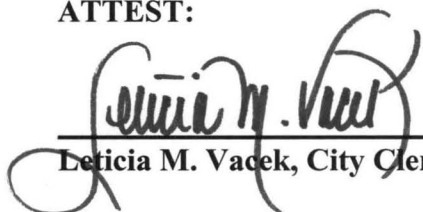
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 **29th** day of **January, 2015**.

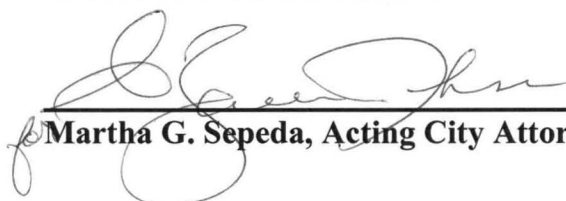

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	12 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 27)						
Date:	01/29/2015						
Time:	11:23:36 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance declaring surplus and authorizing the disposition of four vacant City-owned housing lots located at 526 Erline Avenue, 211 Coopwood Avenue, 526 Laverne Avenue and 507 Moselle Avenue, all located in Council District 6, to Alamo Area Mutual Housing Association, Inc., a Texas non-profit corporation, for construction of infill affordable housing in the Edgewood REnewSA target area. [Peter Zanoni, Deputy City Manager; Mike Etienne, Director, EastPoint & Real Estate Services Office]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Attachment I





Map of 526 Erline



Aerial Map of 526 Erline



Map of 211 Coopwood



Aerial Map of 211 Coopwood



Map of 526 Laveme



Aerial Map of 526 Laveme



Map of 507 Moselle



Aerial Map of 507 Moselle

Attachment II: Form of Contract and Deed

Real Estate Sales Contract

(Alamo Area Mutual Housing Association, Inc.)

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Authorizing Ordinance:

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

SP/Parcel No.: 1851

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966
 (Attention: Marcia Shelf Orlandi)

Phone: 207-7370

Email: marcia.shelforlandi@sanantonio.gov

Type of Entity: a Texas municipal corporation

Seller's Counsel: Kenneth Bennight

Address: 2914 Trailend Dr., San Antonio, Texas 78209

Phone: 210-875-6654

Email: klbennightjr@gmail.com

Buyer: Alamo Area Mutual Housing Association, Inc.
Address: 4100 E. Piedras, Suite 200, San Antonio, Texas 78228
Phone: 210-731-8030
Fax: 210-731-8025
Email: jgonzalez@alamocommunitygroup.org
Type of Entity: Texas non-profit corporation

Buyer's Counsel: Scott Farrimond
Address: Farrimond, Castillo & Bresnahan, P.C., 130 E. Travis,
Suite 350, San Antonio, Texas 78205
Phone: 210-231..0919
Email: sfarrimond@fcbtxlaw.com

Property: The Property consists of Tracts A-D, described below:

- Tract A:** Lot 7, Block 2, NCB 9262, San Antonio, Bexar County,
Texas, also known as 526 Erline Avenue
- Tract B:** Lot 36, Block 14, CB 8996, San Antonio, Bexar County,
Texas, also known as 211 Coopwood Avenue
- Tract C:** Lot 7, Block 20, NCB 9280, San Antonio, Bexar County,
Texas, also known as 526 Laverne Avenue
- Tract D:** Lot 12, Block 20, NCB 9820, San Antonio, Bexar County,
Texas, also known as 507 Moselle
-

Title Company: Stewart Title Company
Address: 2338 N. Loop 1604 W, Suite 230, Sa Antonio, Texas,
78248
Phone: 210-326-6258

Purchase Price: \$1.00 for each parcel for a total of \$4.00

Effective Date: The later of (A the effective date of the Authorizing Ordinance and (B) the date a representative of the Title Company signs a receipt for this fully executed contract

County for Performance Bexar County, Texas

1. Purchase and Sale of Property.

1.01. The representations of the parties on **Exhibit A** are true and correct at the time of signing this Agreement and will be true at Closing. Subject to those representations, **if Buyer closes, it accepts as-is both the title and the condition of the Property in all respects, including environmental-related matters. Buyer acknowledges that the consideration for this acceptance is the substantially-below-fair-market-value price of this contract.**

1.02. The deed delivered at Closing must be substantially in the form shown at **Exhibit B**. Without limiting the generality of that statement, the right of re-entry shown on Exhibit B will be in the final deed.

2. Executory Period.

If Buyer enters the Property before closing for further inspection or testing or any other reason, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property. Further, Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property. Buyer reserves the right to cancel this Agreement at or before closing for any reason or no reason.

3. Closing Documents.

3.01. At closing, Seller will deliver the following items:

Deed Without Warranty

IRS Non-foreign Person Affidavit

Evidence of Seller's authority to close this transaction

3.02. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

4. Closing.

4.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- c. *Possession.* Seller will deliver possession of the Property to Buyer.

4.02. *Transaction Costs*

- a. *Buyer's Expenses.* Buyer will pay the escrow fee charged by Title Company; the basic premium for title insurance, the costs to obtain, deliver, and record all documents; the cost of all endorsements or other title-policy-related fees incurred at Buyer's request, and its own expenses and attorney's fees.
- b. *Seller's Expenses.* Buyer will pay its own expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Property owned by Seller is exempt under Texas Property Tax Code § 11.11. Buyer claims eligibility for property tax exemption pursuant to Texas Property Tax Code §11.45. At closing Buyer will apply for Charitable Organization Property Tax Exemption, Form 50-115. Seller does not assume responsibility for ad valorem taxes for any period, rollback or otherwise, not otherwise imposed on it by law. Buyer may contest any such liability the taxing authorities allege.
- d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

5. Prohibited Interests in Contracts.

5.01 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a

contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

5.02 Buyer warrants and certifies as follows:

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

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

6. Miscellaneous Provisions.

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

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

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

6.04. *Modification.*

6.04.01. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit

thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

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

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

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

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

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

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

7. Public Information.

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

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

Seller:

City of San Antonio, a Texas
municipal corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Buyer:

**Alamo Area Mutual Housing
Association, Inc.**, a Texas non-profit
corporation

Signature: _____

Printed
Name: Jennifer M Gonzalez

Title: Executive Director

Date: 20 Jan - 2015

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

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

Buyer: Alamo Area Mutual Housing Association, Inc.

Address: 4100 E. Piedras, Suite 200, San Antonio, Texas
78228

Property: Lot 7, Block 2, NCB 9262, San Antonio, Bexar County, Texas, also known as 526 Erline Avenue; Lot 36, Block 14, CB 8996, San Antonio, Bexar County, Texas, also known as 211 Coopwood Avenue; Lot 7, Block 20, NCB 9280, San Antonio, Bexar County, Texas, also known as 526 Laverne Avenue; and Lot 12, Block 20, NCB 9820, San Antonio, Bexar County, Texas, also known as 507 Moselle

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

Stewart Title Company

By: _____

Printed

Name: _____

Title: _____

Date: _____

Exhibit A: Representations

Representations; Environmental Matters

A. Seller's Representations to Buyer

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

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

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

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

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

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

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

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

7. *No Other Representation.* Except as stated above, Seller makes no representation with respect to the Property.

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

B. "As Is, Where Is"

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

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

C. Environmental Matters

After Closing, As Between Buyer And Seller, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Buyer, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Buyer Indemnifies, Holds Harmless, And Releases Seller From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (CERCLA), The Resource Conservation And Recovery Act (RCRA), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Buyer Indemnifies, Holds Harmless, And Releases Seller From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Seller's Own Negligence Or The Negligence Of Seller's Representatives. Buyer Indemnifies, 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.

D. Buyer's Representations to Seller

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

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

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

Exhibit B: 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 (g)

SP No./Parcel:

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 (P.O. Box 11047)

Grantee:

Grantee's Mailing Address:

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

Consideration: \$4.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged

Property:

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, and Exceptions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservation: Right of Re-Entry.

Not later than one year after recording of this deed, Grantee must assure that each of the tracts conveyed by this deed are occupied by low-income persons. The monthly payments or monthly rent charged to such persons must not exceed 25% of the occupants' household income. Low-income persons are those with an annual gross income of not more than 80% of the average median income in the San Antonio, Texas area, as computed by the U.S. Department of Housing and Urban Development. To qualify as low-income, the combined gross income of the entire household must not exceed the 80% level. If the average median income of the San Antonio area is no longer calculated, the property reverts to Grantor. Each purchaser of lots conveyed hereby must deliver a copy of his or her most recent federal income tax return to the City and state that the delivery of it is to comply with the requirements of this deed, giving the recording information for this deed.

At any time that a tract subject to this deed is not in compliance with the above requirements, Grantor may give notice of its intent to re-enter the tract after 120 days. Grantor must both record the notice in the Bexar County deed records and deliver a copy to the address of the affected tract. This notice remains valid indefinitely unless Grantor files a retraction in the Bexar County deed records.

If Grantor files a notice of re-entry in the deed records of Bexar County any time after 120 days, title to the affected tract automatically passes back to Grantor. Thereafter, neither Grantee nor anyone claiming through Grantee has any further interest in the tract.

During the 120-day notice period, Grantee or anyone claiming through Grantee may bring the tract into compliance and request that a retraction be filed.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

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.

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: _____

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

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:

