Schedule 5

PURCHASE AND SALE AGREEMENT
(1322-1336 E. 12th Street)

Note: Any substantive changes to the Agreement may render the proposal non-responsive.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS PURCHASE AND SALE AGREEMENT ("***Agreement***") is made by and between the **URBAN RENEWAL AGENCY of the City of Austin, a Texas public body corporate and politic created under Chapter 374, Texas Local Government Code** ("***Seller***"), and **_____** ("***Purchaser***"), a _____.

A. Seller offered the Property (defined below) for sale pursuant to a certain Request for Proposals (the "***RFP***") dated **September 13, 2013**. In connection with the RFP, Seller made available certain information concerning the Property on its website and upon request. Such information, included, but was not limited to, copies of an Appraisal and a title commitment. As used herein, the term "***Proposal Package***" collectively means the RFP, title commitment, Appraisal and any and all information concerning the Property made available to Purchaser in connection therewith.

B. Purchaser was the apparent successful proposer in connection with the RFP and does hereby acknowledge that in connection with the submission of its proposal on the Property under the RFP, Purchaser has received and reviewed the Proposal Package.

I.
Sale and Purchase; Property

1.01 **Sale and Purchase**. Seller hereby agrees to sell and convey unto Purchaser, and Purchaser hereby agrees to purchase from Seller and pay for the following described property, for the price and subject to the provisions herein set forth:

(a) Approximately 26,206 square feet (0.602 acre) of land, more or less, situated in Travis County, Texas, more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, including all improvements thereon, if any ("***Land***"); and

(b) All other rights and appurtenances belonging or in anyway pertaining to the Land, **SAVE AND EXCEPT any interest Seller has in adjoining**

streets, alleyways, rights of way and utility easements, if any, affecting the Land.

The Land and all appurtenances thereto described in this **Section 1.01** are hereinafter collectively called the "***Property.***"

II.
Consideration

2.01 **Purchase Price**. The purchase price ("***Purchase Price***") to be paid by Purchaser to Seller for the sale and conveyance of the Property is $_____, and is payable to Seller at the closing of the transaction contemplated hereby ("***Closing***") in immediately available and good funds by cashier's check or wire transfer.

2.02 **Proposal Security**. Purchaser has provided $10,000.00 to Seller as a Proposal Security at the time of making the proposal, in accordance with the requirements of the RFP, to secure Purchaser's obligation to provide financial and other information, to sign this Agreement and to provide the Deposit described in Section 2.03. It is agreed that the Proposal Security, if not forfeited by the Purchaser, will constitute additional earnest money for the sale of the Property to Purchaser, and will be applied to the Purchase Price at Closing. The Proposal Security will be held by the Title Company on behalf of Seller and will not be deposited into an interest-bearing account.

2.03 **Deposit; Earnest Money.** Purchaser shall deposit with Independence Title Company ("***Title Company***") at its office at 203 West Main Street, Suite A, Pflugerville, Texas 78660 ("***Title Insurance Company's Office***") attn. Connie Wooster, Closer, the amount of Ten Thousand Dollars ($10,000.00) (the "***Deposit***") in good funds, within 2 business days after execution of this Agreement by Seller and Purchaser. If Purchaser fails to timely deliver the Deposit in good funds, the award will be considered not to have been completed, and Seller may retain the Purchaser's Proposal Security, and award the sale to the next highest and best responsible proposer, or pursue any right or remedy available at law or equity. The Deposit and any interest thereon are collectively referred to herein as the "***Earnest Money***." If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Earnest Money will be credited against the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money will be held and delivered by Title Company as herein provided. Title Company must deposit the Earnest Money into an interest-bearing account maintained at a federally insured bank located in Travis County, Texas. Such account must have no penalty for early withdrawal.

III.
Title and Survey

3.01 **Survey**. Purchaser acknowledges that Seller has not made available to Purchaser in connection with the Proposal Package an existing on-the-ground survey of the Land (the "***Initial Survey***").

3.02 **Title Commitment**. Purchaser acknowledges that Seller has made available to Purchaser in connection with the Proposal Package an initial title commitment covering the Property (the "***Initial Title Commitment***") issued by the Independence Title Company. Within 10 days after the Commencement Date, Seller will, at Purchaser's sole cost and expense, cause Title Company to furnish to Purchaser the following:

(a) an update of the Initial Title Commitment (the "***Updated Title Commitment***"), which binds Title Company to issue at Closing an owner's policy of title insurance (the "***Title Policy***") on the standard form promulgated by the Texas Department of Insurance, in the amount of the Purchase Price, insuring Purchaser's fee simple title to the Land to be good and indefeasible subject to the terms of such policy and exceptions shown in the Updated Title Commitment; and

(b) true, correct, and legible copies of any and all additional documents, if any, referred to in the Updated Title Commitment as constituting exceptions to or restrictions upon the title of Seller.

3.03 **Acceptance of Title.** Purchaser has been provided with information on the Property as described herein, and has had an opportunity to review such information and conduct its own investigations of the condition and title to the Property. By executing this Agreement, Purchaser has agreed to take title to the Property by the Special Warranty Deed ("**Deed**") substantially in the form attached hereto as "**Exhibit B**," and subject to the Permitted Exceptions shown therein. Purchaser may negotiate with Title Company to amend any Schedule B exceptions to the Updated Title Commitment.

IV.
Covenants and Representations

4.01 **Representations of Seller**. Seller represents to Purchaser the following:

(a) To Seller's actual knowledge (with no further duty to investigate), the Property has never been used in such a way as to create any environmental condition that is actionable under any federal, state or local environmental law or regulation.

(b) The person signing this Agreement on behalf of Seller has the full right, power and authority to enter into this Agreement on behalf of Seller, and to carry out Seller's obligations, including the conveyance of the Property to Purchaser as provided in this Agreement, without the joinder of any other person.

(c) Except as disclosed in the Proposal Package, to the best of Seller's actual knowledge, there are no outstanding written or oral leases or agreements relating to the use or possession of the Property, and to

Seller's actual knowledge (with no further duty to investigate), there are no parties claiming adverse possession of the Property.

(d) To Seller's actual knowledge (with no further duty to investigate), there are no actions, suits or proceedings pending or threatened against Seller affecting any portion of the Property or affecting Seller's ability to sell and convey the Property, at law or in equity, or before any governmental authority, including but not limited to, proceedings to enforce the power of eminent domain or condemnation by any governmental authority possessing such powers.

As used in this Agreement, the term "Seller's actual knowledge" means the actual knowledge of the Officer of the Office Real Estate Services of the City of Austin.

4.02 **Property Condition**. Seller will convey the Property "***AS IS, WHERE IS, WITH ANY AND ALL FAULTS"*** subject to the following disclaimer:

It is understood and agreed that other than the warranties of title contained in the Deed (defined in Section 7.02), and other than the representations expressly made in this Agreement, Seller has not made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, projections, valuation, marketability, suitability for a particular purpose, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Purchaser agrees that with respect to the Property, Purchaser has not relied upon and will not rely upon, either directly or indirectly, any representations or warranties of Seller (other than the warranties and representations otherwise expressly contained in this Agreement). Purchaser represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of its consultants, and that Purchaser has conducted or had the opportunity to conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and relies upon same, and assumes the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by its inspections and investigations. Purchaser acknowledges and agrees that upon Closing, Seller is selling and conveying to Purchaser and Purchaser is accepting the Property" *AS IS, WHERE IS*, *WITH* ANY AND *ALL FAULTS,"* and there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any third party other than those expressly contained in this Agreement. In no event is Seller responsible or liable for latent or patent defects or faults, if any, in the Property, or for remedying or repairing same, including, but not limited to, conditions relating to asbestos or asbestos containing materials, environmental contamination, underground storage tanks or hazardous or toxic

materials, chemicals or waste, or for constructing or repairing any streets, waterwells, septic tank systems, utilities or any improvements located on the Land or shown on any plat of the Land. The provisions of this Section 4.02 will survive the Closing and will be included in the Deed.

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 PURCHASER SET FORTH IN THIS AGREEMENT.

THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN "AS IS, WHERE IS" CONDITION, WITH ANY AND ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

These provisions of Section 4.02 will be included in the Deed and will survive Closing.

4.03 **Environmental Matters.**

AFTER CLOSING, AS BETWEEN PURCHASER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF PURCHASER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, PURCHASER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT OR PATENT 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. **PURCHASER 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.** PURCHASER 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 OF THIS AGREEMENT THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

These provisions of Section 4.03 will be included in the Deed and will survive Closing.

4.04 **Representations and Warranties of Purchaser**. Purchaser represents and warrants to Seller as follows:

(a) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or to the best of Purchaser's knowledge, threatened against Purchaser.

(b) The person signing this Agreement as Purchaser or on behalf of Purchaser has the full right, power and authority to enter into this Agreement as Purchaser or on behalf of Purchaser, and to carry out Purchaser's obligations without the joinder of any other person.

(c) No notice of a violation of any governmental requirement has been issued to Purchaser and there are no actions, suits or proceedings pending or, to Purchaser's actual knowledge, threatened against Purchaser affecting Purchaser's ability to perform its obligations under this Agreement, including without limitation, purchasing and holding title to the Property, at law or in equity, or before any governmental authority.

(d) Purchaser has and will continue to have at Closing the financial capacity to perform its obligations hereunder.

(e) Purchaser intends to use the Property for the following purpose (provide a specific description of the intended use of the Property):

_____

V.
Review Period

5.01 **No Review Period.** No Review Period will be provided in this Agreement. Purchaser has been provided with a title commitment, appraisal and other information on the Property, and has had an opportunity prior to proposal submission to review such information and conduct its own investigations of the condition and title to the Property. By submitting its proposal, and executing this Agreement, Purchaser has agreed to take title to the Property in its existing condition, as is, where is, and with any and all faults, in accordance with the terms of the Deed.

VI.
Remedies

6.01 **Purchaser's Remedies**. In the event Seller breaches its obligation to sell the Property to Purchaser at closing for any reason other than a default by Purchaser, or a termination of this Agreement as provided in this Agreement, then Purchaser will have as its sole and exclusive remedy, the right to terminate this Agreement and obtain the return of its Earnest Money and the Proposal Security.

6.02 **Seller's Remedies**. In the event Purchaser fails or refuses to timely comply with its obligations hereunder or is unable to do so as the result of its act or failure to act, Seller may (i) terminate this Agreement, retain the Earnest Money and Proposal Security as liquidated damages and not as a penalty; or (ii) pursue specific performance of this Agreement; and/or (iii) pursue any other rights or remedies available at law or equity.

6.03 **Attorney's Fees**. If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees as provided by Section 271.159 of the Texas Local Government Code, expenses and court and other costs from the non-prevailing party.

VII.
Closing

7.01 **Closing Date**. This transaction must close (the "***Closing***") at Title Company's Offices on or before **January 13, 2014** ("***Closing Date***") and at a date and time mutually agreed upon by Seller and Purchaser, unless otherwise extended as herein provided. In the event no date and time is so agreed upon, then the Closing shall occur on January 13, 2014 at 2:00 p.m. at the Title Company's Offices.

7.02 **Closing Matters**. At the Closing, (a) Seller must (i) request the Title Company to issue the Title Policy to Purchaser at Purchaser's expense; (ii) Seller must execute and deliver to Purchaser a Special Warranty Deed ("***Deed***") conveying to Purchaser good and indefeasible fee simple title to the Property, subject to all matters of record or visible and apparent on the ground, such Deed to be substantially in the form attached hereto as **Exhibit "B"**; (iii) deliver possession of the Property to Purchaser; and (iv) execute and deliver such other documents reasonably requested by Title Company to consummate the transaction contemplated herein; and (b) Purchaser must deliver to Seller (i) the Purchase Price less the Earnest Money previously deposited with Title Company and (ii) execute and deliver such other documents reasonably requested by Title Company to consummate the transaction contemplated herein.

7.03 **Closing Costs**. Purchaser must pay (i) all costs for the Updated Title Commitment and the Title Policy, (ii) the escrow fee charged by Title Company along with any other fees that may be charged by the Title Company, (iii) all costs for any tax certificates, (iv) the cost of any feasibility tests or studies conducted by Purchaser, (v) the cost of the Survey, if any, and (vi) the cost of modifying the Title Policy to delete the survey exception to read "shortages in area" and any other endorsements to the Title Policy required by Purchaser, and (vii) execute the Performance Guarantee set forth as Exhibit "C" to this Agreement. Each party will be responsible for the payment of its own attorney's fees, if any, incurred in connection with this transaction, except as provided in Section 6.03.

7.04 **Taxes**. Taxes for the year of Closing will be prorated to the date of Closing. If, at Closing, tax information for the appropriate tax year is not available, the tax proration

will be based on the latest available information. Any additional ad valorem taxes relating to the year of Closing and prior years arising out of the change in land usage or ownership must be paid by Purchaser when assessed. Purchaser assumes the payment of taxes for the year 2013 and subsequent years, and taxes for prior years assessed after the date hereof. These provisions shall survive Closing.

VIII.
Miscellaneous

8.01 **Entire Agreement**. This Agreement and the Request for Proposal, Purchaser's Proposal and all attachments and exhibits thereto, contain the entire agreement of the parties hereto as to the subject matter hereof. There are no other agreements, oral or written, between the parties regarding the sale and purchase of the Property, and this Agreement can be amended only by written agreement signed by the parties hereto and by reference made a part hereof. All Schedules, Attachments and Exhibits to the Agreement, the Proposal, and the Request for Proposal are incorporated therein for all pertinent purposes.

8.02 **Binding**. This Agreement, and the terms, covenants and conditions herein contained, are covenants running with the Land and inure to the benefit of and are binding upon the parties hereto, and their heirs, personal representatives, successors and assigns. The Seller has the right to enforce the Use and Development Restrictions after Closing in any manner provided by law or equity. The Use and Development Restrictions can only be modified or terminated by the written agreement of the Seller and the owner(s) of the Property at the time of modification or termination.

8.03 **Assignment**. Purchaser does not have the right to assign its rights under this Agreement without Seller's prior written consent, which Seller may withhold in its discretion.

8.04 **Commencement Date**. The commencement date ("***Commencement Date***") of this Agreement is the date on which Title Company acknowledges in writing its receipt of the Earnest Money and a fully executed copy of this Agreement.

8.05 **Notice**. Any notice, communication, request, reply or advice (severally and collectively referred to as "***Notice***") required to be given under this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified mail, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party by hand or by a recognized overnight carrier, or (c) when appropriate, by sending via facsimile transmission (with electronic confirmation of receipt) addressed to the party to be notified. Notice sent by certified mail in the manner hereinabove described will be deemed delivered when deposited in the mail, whether or not actually received. Notice given in any other manner is to be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties are, until changed as provided below, as follows:

Seller's Representative:	The City of Austin One Texas Center, Suite 1350 505 Barton Springs Road Austin, Texas 78704 Attention: Ms. Mashell Smith Fax: (512) 974-7088
With copy to:	City Attorney City of Austin Law Department 301 West 2nd Street, 4th Floor Austin, Texas 78701 Attn: Jim Williams Fax: (512) 974-6490
Purchaser:	_____ _____ _____ Attention: _____ Fax: (___) _____
With copy to:	_____ _____ _____ Attention: _____ Fax: (___) _____

The parties hereto have the right from time to time to change their respective addresses, and each has the right to specify as its address any other address within the United States of America by at least 14 day's written notice to the other party.

8.06 **Condemnation and Litigation.** If, prior to Closing, any governmental or other entity having condemnation authority institutes an eminent domain proceeding or takes any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, or any part thereof, which would have a material adverse affect on the Purchaser's ability to use the Property for its intended purpose, and the same is not dismissed on or before ten (10) days prior to Closing, Purchaser is entitled either to terminate this Agreement by giving written notice to Seller prior to Closing, in which event the Earnest Money and Proposal Security will be returned to Purchaser, or to waive such right of termination, close on the sale of the Property and receive all condemnation proceeds applicable to the condemnation of the Property.

8.07 **Casualty Loss.** Purchaser will bear the risk of any casualty loss occurring to the Property on or before Closing.

8.08 **Time**. Time is of the essence in all things pertaining to the performance of this Agreement. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday on which the administrative offices of the City of Austin are closed, the applicable period will be extended to the first business day following such Saturday, Sunday or legal holiday.

8.09 **Obligations**. To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein will not be deemed terminated at the time of Closing, nor will they merge into the various documents executed and delivered at the time of Closing.

8.10 **Applicable Law and Venue**. The construction and validity of this Agreement is to be governed by the laws of the State of Texas. This Agreement is performable in Travis County, Texas.

8.11 **Construction**. Each party acknowledges that it and its counsel have reviewed this Agreement and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

8.12 **Survival of Covenants**. All provisions of the Agreement which expressly state that they survive Closing and all of the representations, warranties, covenants and agreements of the parties of this Agreement, and all of the rights and benefits of the parties which pertain to a period of time following Closing, survive the Closing and are not merged with the Deed and closing documents.

8.13 **Broker**. Seller represents and warrants to Purchaser that no person or entity now claims or will claim any commission, finder's fee or other amounts by, through, under or as a result of any relationship with Seller because of such transactions. In the event of a termination of this Agreement, no broker shall have any right to share in the Earnest Money, if retained by Seller. Purchaser represents and warrants to Seller that either (i) Purchaser has not engaged any broker or finder in connection with any of the transactions contemplated by this Agreement or (ii) any such broker or finder has been engaged under a separate written agreement with Purchaser, will be independently compensated by Purchaser, and will not claim any commission, finder's fee, statutory broker's lien, or other amounts against the Purchase Price or the Earnest Money by, through, under, or as a result of this Agreement or the transaction contemplated hereunder. Purchaser agrees to hold the Seller harmless from and against any and all costs, liability, expenses, claims, losses, liens, or damages, including reasonable attorneys' fees, resulting from any breach of the representations and warranties contained in this Section.

8.14 **No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, this Agreement has been duly executed by the parties hereto on the respective dates appearing opposite each party's signature, to be effective as of the Commencement Date.

SELLER:

Urban Renewal Agency

By:_____

Date: _____

APPROVED AS TO FORM:

By:_____
James M. Williams, Sr.
Assistant City Attorney

PURCHASER:

_____

By: _____
Name: _____
Title: _____
Date:_____

The undersigned Real Estate Broker was engaged by Purchaser and is executing this Agreement to evidence its agreement that it will look solely to the Purchaser for payment of its commission, and that it will not make any claim against the Proposal Security, Earnest Money, the Purchase Price or other amounts paid by Purchaser to Seller under this Agreement, and that it waives any lien or other rights that it may have to assert a claim against or lien on such amounts.

BROKER:

_____

By:_____

Name:_____

Title:_____

Date:_____

JOINDER BY TITLE COMPANY

The undersigned, Independence Title Insurance Company referred to in this Agreement as the "***Title Company***," hereby acknowledges that it received a copy of the Agreement executed by Seller and Purchaser with a Proposal Security in the amount of $10,000, Earnest Money in the amount of $10,000, and accepts the obligations of Title Company as set forth herein.

INDEPENDENCE TITLE INSURANCE COMPANY

By: _____

Name: _____
Escrow Officer

Date: _____

List of Exhibits:

Exhibit "A" Property Description
Exhibit "B" Special Warranty Deed
Exhibit "C" Executed the City of Austin Fiscal Security for or other evidence of Performance Guaranty as proposed by Purchaser

EXHIBIT "A" TO

PURCHASE AND SALE AGREEMENT

PROPERTY DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block A, Resubdivision of the East 65 feet of Lot 4, and Lots 5 and 6, Block 2, James O'Reilly Subdivision of Outlot 38, Division B, according to the map or plat thereof, recorded in Volume 102, Page 88, Plat Records, Travis County, Texas (the "***Property"***).

EXHIBIT "B" TO

PURCHASE AND SALE AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS IN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

DATE: _____, 20__

GRANTORS: Urban Renewal Agency of the City of Austin, a Texas public body corporate and politic created under Chapter 374, Texas Local Government Code

GRANTORS MAILING ADDRESS: P.O. Box 1088
Austin, Travis County,
Texas 78767-8839
Attn.: Office of Real Estate Services

GRANTEE: _____

GRANTEE'S MAILING ADDRESS: _____
_____
_____
(including county)

CONSIDERATION: TEN DOLLARS AND NO/100 ($10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged.

RESERVATIONS FROM AND EXCEPTONS TO CONVEYANCE AND WARRANTY: As Shown in Exhibit B

PROPERTY : The Property described below:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block A, Resubdivision of the East 65 feet of Lot 4, and Lots 5 and 6, Block 2, James O'Reilly Subdivision of Outlot 38, Division B, according to the map or plat thereof, recorded in Volume 102, Page 88, Plat Records, Travis County, Texas (the "***Property"***).

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells**, and **conveys** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to **have** and **hold** it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is made by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on _____, 20__.

GRANTORS: Urban Renewal Agency of the City of Austin, a Texas public body corporate and politic created under Chapter 374, Texas Local Government Code

By: _____

APPROVED AS TO FORM:

_____
James M. Williams, Sr.
Assistant City Attorney

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 20____ by _____

[SEAL]

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO CITY OF AUSTIN PICK UP BOX:
974-7090
ATTN: Mashell Smith

File#:
Project Name: Tract 5

EXHIBIT A
PERMITTED EXCEPTIONS

Rights shall remain with the parcel:

1. **Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements.** (NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)

2. **Public Utility Easement**, 10 feet along all street rights-of-way, as shown on the plat and dedication recorded in Volume 102, Page 88, Plat Records, Travis County, Texas.

3. **Terms, Conditions, and Stipulations in the Agreement** recorded in Volume 13270, Page 268, Real Property Records, Travis County, Texas.

4. **Notice Regarding Urban Renewal Plan**, Recorded Document No(s). 1999157295, 200078958, 2002204815, 2005075165, and 2008169755, Official Public Records, Travis County, Texas.

5. **All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records.**