

To Interested Real Estate Brokers:

Re: Request for marketing proposal for an approximately 1,620 sq ft. residential home located at 115 E. Agarita Avenue, San Antonio, Texas 78212, and further described below.

The University of Texas System Real Estate Office is seeking proposals from interested and qualified real estate brokers to market property for sale located at 115 E. Agarita Ave in San Antonio, Texas as depicted on the aerial map attached as Exhibit A, with a legal description further described in Exhibit B.

The property: The property consists of approximately 0.4792 acres in the Monte Vista neighborhood. Site improvements include an approximately 1,620 square foot home built in 1916.

Exhibits:

Exhibit A – Aerial Map

Exhibit B – Legal Description

Exhibit C – Bexar County Appraisal District Tax Information

Exhibit D – University of Texas System Standard Listing Agreement

Exhibit E -- Deed

Proposals for marketing: If you are interested in presenting a proposal to the University of Texas System for marketing the above property for sale, please submit your proposal on or before 4:00 p.m. Central Time on April 26, 2019 at the physical address of 210 W. 7th Street, Department of Real Estate, Austin, Texas 78701, Attn: Kristin Brooks-Keller or emailed to kbrooks@utsystem.edu. The proposal must contain the following information:

1. The name(s) and contact information of the individual(s) who will be responsible for marketing the property and a statement of their qualifications, including licensing, education, years of experience, and State of Texas HUB (Historically Underutilized Businesses), if any;
2. A brief description of at least two comparable properties that were successfully marketed by the individual(s);
3. A list of at least two prior clients for whom or to whom the individual(s) has marketed comparable properties;
4. A broker price opinion and the proposed approach to marketing the subject property, including specifically, the identification of any challenges anticipated in marketing the property;
5. The commission sought for the successful marketing of the property;
6. An identification of any potential conflicts of interest that may be present; and
7. An identification of any modifications that will be sought to the standard listing agreement used by The University of Texas System (see Exhibit D).

The proposal should restate each of the seven requirements in the above order and present a concise response immediately following the stated requirement.

Proposals for marketing the property must be delivered on or before April 26, 2019 at 4:00 p.m. Central Time to the physical address of 210 W. 7th Street, Department of Real Estate, Austin, Texas 78701, Attn: Kristin Brooks-Keller or emailed to kbrooks@utsystem.edu. Proposals received after that date will not be considered.

Proposals will be reviewed and evaluated to determine whether we wish to conduct phone interviews with any of the respondents. We will notify respondents who are selected for phone interviews on or before May 24, 2019. We reserve the right to terminate this request for proposals at any time and to reject any or all proposals.

Any questions regarding the process should be directed to me.

Thank you for your consideration.

Kind regards,

A handwritten signature in black ink, appearing to read "Kristin Brooks-Keller", written in a cursive style.

Kristin Brooks-Keller
Portfolio Manager

Exhibit A – Aerial Map

Exhibit B – Legal Description

Exhibit C – Bexar County Appraisal District Tax Information

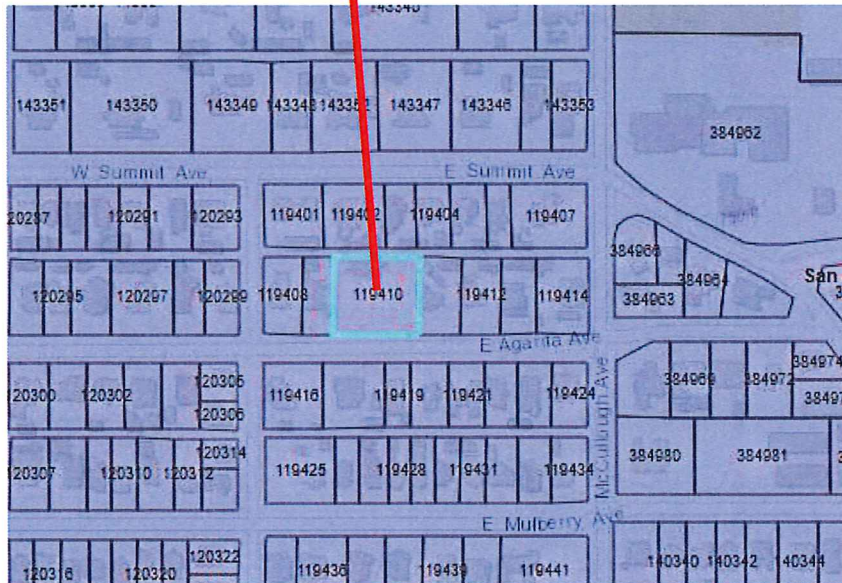
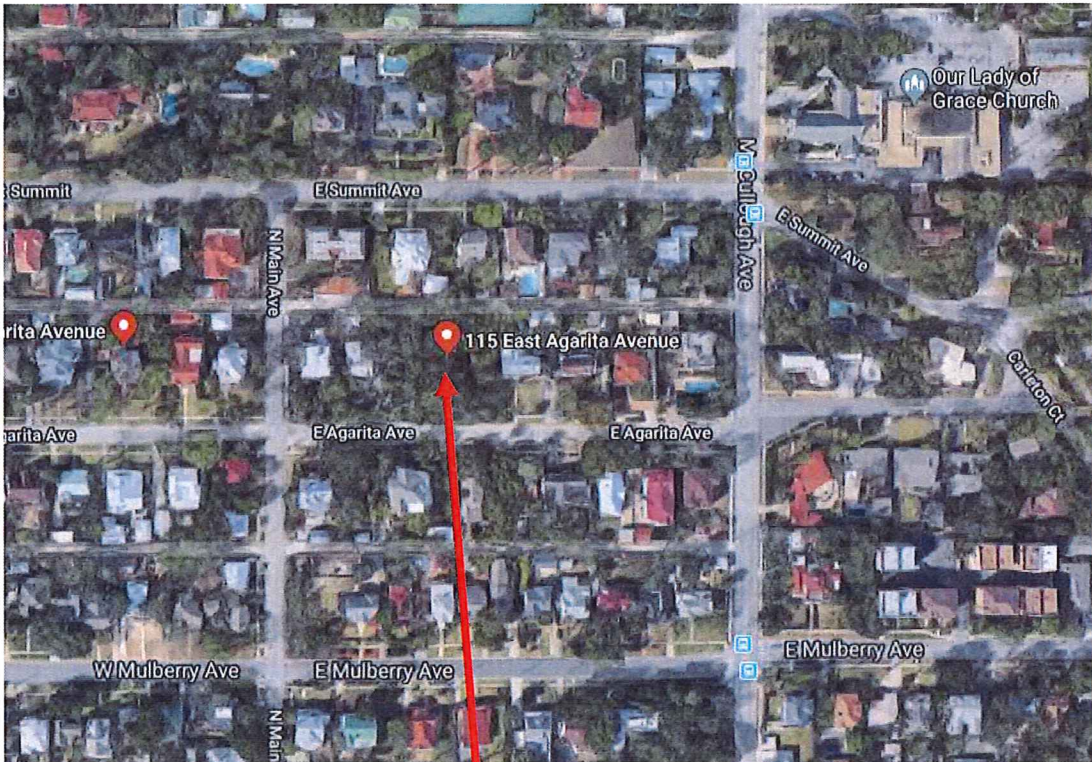
Exhibit D – University of Texas System Standard Listing Agreement

Exhibit E -- Deed

No representation or warranties, expressed or implied, as to the accuracy of the information contained herein are made by any Party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

Exhibit A

Aerial Map



No representation or warranties, expressed or implied, as to the accuracy of the information contained herein are made by any Party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

Exhibit B

Legal Description

Lots 17, 18, 19, and the west sixteen and two-thirds (16 2/3) feet of Lot 20, Block 2, New City Block 1700, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, as recorded in Volume 4665, Page 208, et seq., of the Deed and Plat Records of Bexar County, Texas.

Exhibit C

Bexar County Appraisal District Tax Information

Bexar CAD

Property Search Results > 119410 BOARD OF REGENTS UNIVERSITY for Year 2018 Tax Year:

Property

Account

Property ID:	119410	Legal Description:	NCB 1700 BLK 2 LOT 17, 18, 19 & W 16.67 FT OF 20
Geographic ID:	01700-002-0170	Zoning:	R-4
Type:	Real	Agent Code:	60585
Property Use Code:	001		
Property Use Description:	Single Family		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	115 E AGARITA AVE SAN ANTONIO, TX 78212	Mapsc0:	582E8
Neighborhood:	MONTE VISTA II HISTORIC (SA)	Map ID:	
Neighborhood CD:	57029		

Owner

Name:	BOARD OF REGENTS UNIVERSITY	Owner ID:	83247
Mailing Address:	OF TEXAS C/O M S JACOBS(L/E) 8118 DATAPOINT DR SAN ANTONIO, TX 78229-3228	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	\$41,830	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$166,170	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>
<hr/>			
(-) Market Value:	=	\$208,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$208,000	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$208,000	

Taxing Jurisdiction

Owner: BOARD OF REGENTS UNIVERSITY

% Ownership: 100.0000000000%

Total Value: \$208,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$208,000	\$6,268	\$1.48
08	SA RIVER AUTH	0.018580	\$208,000	\$6,268	\$1.16
09	ALAMO COM COLLEGE	0.149150	\$208,000	\$6,268	\$9.34
10	UNIV HEALTH SYSTEM	0.276235	\$208,000	\$6,268	\$17.31
11	BEXAR COUNTY	0.277429	\$208,000	\$6,268	\$17.39
21	CITY OF SAN ANTONIO	0.558270	\$208,000	\$6,268	\$35.00
57	SAN ANTONIO ISD	1.562600	\$208,000	\$6,268	\$97.95
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$208,000	\$6,268	\$0.00
Total Tax Rate:		2.865932			
Taxes w/Current Exemptions:					\$179.63
Taxes w/o Exemptions:					\$5,961.14

Improvement / Building

Improvement #1: Residential State Code: A1 Living Area: 1620.0 sqft Value: \$40,917

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	Living Area	A - AB		1916	1620.0
OP	Attached Open Porch	A - NO		1916	66.0
DCK	Attached Wood Deck	A - NO		1916	308.0

Improvement #2: Residential State Code: A1 Living Area: sqft Value: \$851

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CPT	Detached Carport	L - NO		1916	462.0

Improvement #3: Residential State Code: A1 Living Area: sqft Value: \$62

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
RMS	Residential Misc Shed	A - NO		1916	1.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES	R/1 Family not Farm Single	0.4792	20875.00	0.00	0.00	\$166,170	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$41,830	\$166,170	0	208,000	\$0	\$208,000
2017	\$34,830	\$166,170	0	201,000	\$0	\$201,000
2016	\$39,200	\$147,800	0	187,000	\$0	\$187,000
2015	\$37,200	\$147,800	0	185,000	\$0	\$185,000

Exhibit D

The University of Texas System Standard Listing Agreement

EXCLUSIVE LISTING AGREEMENT
115 East Agarita Ave., San Antonio, Texas 78212

This EXCLUSIVE LISTING AGREEMENT ("**Agreement**") is entered into to be effective as of _____, 2019 ("**Effective Date**"), by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM** ("**Owner**") and

_____ ("**Broker**")

In consideration of the respective covenants and obligations of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Owner and Broker, Owner and Broker agree as follows:

1. DEFINED TERMS. For purposes of this Agreement, the following terms shall be deemed to have the meanings indicated:

A. Addresses for Notice:

Owner:
The University of Texas System
Real Estate Office
210 West 7th Street,
Austin, Texas 78701
Attention: Assistant Director of Real Estate
Phone: (512) 499-4336
Fax: (512) 499-4388

With copy to:
Office of the General Counsel
The University of Texas System
210 West 7th Street
Austin, Texas 78701
Attention: _____
Phone: (512) 499-_____
Fax: (512) 499-4523

Broker:

Attention: _____
Phone: _____
Fax: _____

B. Broker's Fee: ____% of the gross sales price paid for the Property at Closing.

C. Listing Price: \$_____ Dollars U.S.

D. Property: The surface estate only to the real property described as Lots 17, 18, 19 and the west sixteen and two-thirds (16 2/3) feet of Lot 20, Block 2, New City Block 1700, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, as recorded in Volume 4665, Page 208, et seq., of the Deed and Plat Records, Bexar County, Texas, commonly known as 115 East Agarita Avenue, San Antonio,

Texas 78212, together with any and all improvements owned by Seller and located on said real property, and all rights, titles and interests of Owner appurtenant to said improvements (collectively, the "**Property**").

- E. Term of Agreement:** This Agreement shall commence on the Effective Date and terminate at 12:01 a.m., Central Standard Time on _____, 2020, ("**Term**") subject to earlier termination as provided in this Agreement (including, without limitation, the provisions of Section 4, below).

2. AGENCY RELATIONSHIP. Owner hereby engages Broker to perform, and Broker agrees to perform for Owner, all real estate brokerage services reasonably necessary or customary in Texas for listing for sale, procuring buyers for, and closing of the sale of the Property. In connection therewith, Owner lists the Property for sale with Broker and grants to Broker the exclusive right to solicit and seek offers to purchase the Property from one or more qualified, financially responsible third parties during the Term hereof.

A. Intermediary Representation. Owner authorizes Broker to show the Property to prospective buyers whom Broker has agreed to represent. If buyers whom Broker has agreed to represent wish to purchase or make an offer to purchase the Property, Owner authorizes Broker to present an offer such buyers may wish to make, to assist both Owner and buyers in negotiations for the sale of the Property, and to act as an intermediary between Owner and buyers of the Property. Broker's compensation shall be paid by Owner as provided in Section 6 of this Agreement. In the event Broker is to act as an intermediary between Owner and buyers in the sale of the Property, Broker shall:

- (1) not disclose to buyers that Owner will accept a price less than the asking price unless otherwise instructed in a separate writing by Owner;
- (2) not disclose to Owner that buyers will pay a price greater than the price submitted in a written offer to Owner unless otherwise instructed in a separate writing by buyers;
- (3) not disclose any confidential information or any information Owner or buyers specifically instruct Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose such information by law or court order, or the information materially relates to the condition of the Property;
- (4) treat all parties to the transaction honestly and impartially so as not to favor one party or work to the disadvantage of any party; and
- (5) comply with the Real Estate License Act.

If Broker acts as an intermediary, Broker may appoint, by providing written notice to the parties, a licensed associate of Broker to communicate with, carry out instructions of, and provide opinions and advice to Owner and may appoint another licensed associate for the same purposes to buyer. In no event, however, shall Owner ever be liable for any fee or commission in excess of Broker's Fee (defined above in Section 1).

B. Confidentiality of Information. During and after the Term of this Agreement, Broker shall not knowingly disclose information obtained in confidence from Owner except as authorized by Owner or as required by law. Broker shall not disclose to Owner any information obtained in

confidence regarding any other person Broker represents or may have represented except as required by law.

3. **LISTING PRICE.** Owner authorizes Broker to list the Property for sale at the Listing Price stated above, which Listing Price may be altered or modified by Owner in its discretion upon written notice thereof to Broker. Unless otherwise expressly agreed in writing by Owner, the Property shall be sold for cash in full at closing. **NOTICE TO OWNER:** Broker does not guarantee that the Property will be appraised or sold for the Listing Price nor does Broker guarantee any net amount Owner might realize from the sale of the Property.

4. **TERMINATION OF AGREEMENT:**

A. **Without Cause.** Notwithstanding any other provision of this Agreement, from and after _____, 2019, either party may terminate this Agreement without cause by giving written notice to the other party not less than **10 days** in advance of such termination, as counted from the postmarked date of the written notice or the date of hand delivery of the notice to the other party, as applicable.

B. **Pending Contracts.** If on the date of termination of this Agreement there is then pending a contract of sale ("**Earnest Money Contract**") in effect between Owner and a prospective buyer and the transaction described in the Earnest Money Contract has not closed and funded, this Agreement shall continue in effect beyond such termination date until the earliest to occur of (i) the closing and funding of the transaction described in the Earnest Money Contract; or (ii) the termination of the Earnest Money Contract.

5. **BROKER.**

A. **Broker's Permits.** Broker represents that it holds all permits and licenses necessary or required under applicable law for the performance of Broker's services hereunder.

B. **Broker's Efforts.** Broker agrees to act diligently and use commercially reasonable efforts in accordance with industry standards in Texas in attempting to sell the Property in accordance with the terms of this Agreement. Broker is authorized, at Broker's sole cost and expense, to advertise the Property by all such means and methods as Broker deems appropriate and to place a "For Sale" sign on the Property and to remove all other signs offering the Property for sale. Broker may provide written information regarding the Property that is approved in writing by Owner to other brokers working in the area and to any other interested parties and shall advertise the Property in any appropriate listing service or listing publication where such services or publications are available. Broker shall have a duty to submit offers to Owner after Owner has accepted an offer unless the Earnest Money Contract provides otherwise.

C. **Cooperating Brokers.** Owner agrees that other duly licensed Texas real estate brokers ("**Cooperating Brokers**"), including brokers representing buyers, may cooperate with Broker in procuring buyers for the Property. Broker and Cooperating Brokers and their agents are authorized to enter the Property at reasonable times for the purpose of showing the Property to buyers. Owner agrees that during the Term of this Agreement, Owner shall refer all buyers who may contact Owner directly to Broker and otherwise cooperate in Broker's efforts to sell the Property. Broker is authorized to share Broker's Fee, as hereinafter defined, with Cooperating

Brokers. **Broker agrees to indemnify and hold Owner harmless from any damages, costs, attorney's fees, liabilities or expenses whatsoever arising from the cooperation between Broker and Cooperating Brokers or from the sharing of Broker's Fee among Broker and Cooperating Brokers. The concurrent negligence or misconduct of Owner may reduce Broker's liability under this indemnity, but will not release Broker of its duty to indemnify Owner set forth in this Section. This indemnity shall survive the expiration or termination of this Agreement.**

D. Showing of Property. Owner authorizes Broker to show the Property to prospective buyers, including those buyers whom Broker has agreed to represent if Owner has consented to Broker's acting as an intermediary under Section 2.A, above.

E. Reports to Owner. Broker shall prepare and furnish to Owner, as and when requested by Owner, a written report, in reasonable detail, summarizing Broker's activities hereunder and the results thereof for the reporting period specified by Owner. The report shall be in form and content satisfactory to Owner and shall include such information regarding advertising, people contacted, expenses incurred, property showings and related matters as Owner requests.

F. No Discrimination. Broker agrees that the Property will be offered, shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, handicap or familial status.

G. Keysafe: Owner authorizes Broker to place a keysafe on the Property.

H. M.L.S. Filing.

(1) Broker is a participant of the Multiple Listing Service ("**MLS**") and is bound by its rules. Broker shall file this Agreement with MLS within **2 business days** after the commencement of this Agreement.

(2) As a condition of filing this Agreement with MLS, Owner authorizes Broker, upon a final and closed sale of the Property to submit information about the sale, including price and terms, to MLS for publication to participants of MLS for market evaluation or appraisal purposes and for disclosure of the sale price to bonafide customers and clients. Owner shall not enter into a contract for the sale of the Property that prohibits disclosure of the sale and its terms to MLS. **NOTICE TO OWNER: MLS rules require Broker to submit such information to MLS for the purpose of ensuring that all persons who use and benefit from MLS also contribute information to MLS.**

(3) Notice To Owner: MLS rules require Broker, as a condition of filing this Agreement with MLS, to unilaterally offer to cooperate with and compensate other MLS participants or other brokers who procure or assist in procuring a purchaser for the sale of your Property. Cooperating with and compensating other brokers means that your Broker will allow other brokers to show the Property to prospective buyers and that if another broker procures an acceptable offer, your Broker will agree to pay the other broker part of the fee or commission that you agree to pay your Broker under Section 6 of this Agreement. Your Broker may offer to cooperate with and compensate other brokers who act as: (i) subagents of Broker who will represent you; (ii) agents who represent buyers; or (iii) both subagents and buyer's agents. Your Broker should advise you of the Broker's general policies regarding cooperation with and compensation to subagents, buyer's agents, or both.

(4) Broker shall cooperate with and compensate, on terms and conditions as Broker determines, any other broker who procures or assists in procuring a buyer for the sale of the Property whether the other broker is a subagent or a buyer's agent.

6. BROKER'S FEE:

A. Commission. Subject to the terms and conditions of this Agreement, Owner agrees to pay the Broker's Fee to Broker, in cash, in the county where the Property is located, upon closing and funding of the sale of the Property, or upon transfer of the Property in the event of an exchange of the Property for different real property. Except as otherwise expressly provided herein, such Broker's Fee shall be the sole compensation payable by Owner to Broker for Broker's services under this Agreement.

B. Exchange of Property. In the event of an exchange of the Property for the property of another person, the listing price shall be treated as the sales price for purposes of computing Broker's Fee, unless and except as the sales price may otherwise be expressly set forth in the contract for the exchange.

C. Conditions to Payment of Broker's Fee. Notwithstanding any other provision of this Agreement to the contrary, Broker's Fee shall be earned and payable to Broker solely if: (i) during the Term of this Agreement, a third party purchaser satisfactory to Owner is procured by Broker, Owner, or any Cooperating Broker; (ii) such purchaser and Owner enter into a written contract of sale, upon terms and conditions satisfactory to Owner in its sole discretion, covering all or part of the Property; and (iii) such contract of sale is funded and closed, as evidenced by Owner's execution and delivery of the deed of the Property described therein and receipt by Owner of the purchase price for the Property. (Hereinafter, a purchaser who purchases the Property in accordance with all of the provisions of this paragraph shall be referred to as a "**Satisfactory Purchaser.**") As used in this Agreement, the term "**sale**" shall include an exchange of the Property for the property of a Satisfactory Purchaser. Except as expressly provided in this paragraph or in Section 6.D. below, Broker shall not be entitled to any fee, commission or other compensation hereunder. Without limiting the generality of the preceding sentence, if the sale of the Property fails to close for any reason whatsoever, including, but not limited to, Owner's or buyer's default under a contract of sale for the Property, Broker's Fee shall not have been earned and shall not be payable and Broker shall not be entitled to Broker's Fee or any other commission or compensation hereunder. Without limitation of the foregoing, in the event that as a result of a buyer's default under a contract of sale for the Property, Owner is entitled to receive all or part of any earnest money or escrow deposit deposited by such buyer under the contract of sale, no Broker's Fee or other compensation to Broker shall be payable with respect to such earnest money or escrow deposit. Broker and Owner agree that this Agreement's reference to a "Satisfactory Purchaser" is a generic reference only and is not intended to constitute a party "contemplated" by this Agreement for purposes of Section 62.004(b)(2) of the Texas Property Code, as it may be amended from time to time. The foregoing sentence does not constitute Owner's acknowledgment or agreement that the Property, which is property owned by a state agency, is subject to the Texas Property Code, Chapter 62, Broker's and Appraiser's Lien on Commercial Real Estate.

D. Broker's Protection Period. Subject to the conditions set forth herein, Owner shall also pay Broker the Broker's Fee if, within **30 days** after the termination of this Agreement (the "**Protection Period**"), the Property is sold to, or Owner enters into a contract of sale for the Property thereafter resulting in a sale of the Property under such contract with, a person or entity with whom Broker has had substantive negotiations for the sale of the Property prior to the expiration of the Term. As a condition precedent to Broker's rights and Owner's obligations under this paragraph,

before the expiration or termination of this Agreement Broker shall submit to Owner a written listing of the full and complete names, addresses, telephone numbers and primary contact persons of those entities and persons with whom Broker has had substantive negotiations for the sale of the Property prior to the expiration or termination of this Agreement. If Broker fails to submit such listing to Owner before the expiration or termination of this Agreement, Broker shall not be entitled to any commission under this paragraph. As an additional condition to Broker's right to a commission under this paragraph, Broker shall have had and, if requested by Owner, shall continue to have through the closing of the sale of the Property, an active and substantive role in the negotiation and closing of such sale to a person or entity listed by Broker as hereinabove described, and Broker shall have been the procuring cause of such sale. The amount of any commission to which Broker is entitled under this paragraph shall be calculated in accordance with the terms of this Section 6 of this Agreement. Notwithstanding the foregoing, Owner shall not be obligated to pay Broker a Broker's Fee if during the term of the Protection Period the Property is listed exclusively with another licensed real estate broker.

E. Broker's Default. Notwithstanding any provisions hereof, Broker shall not be entitled to Broker's Fee or any other commission or compensation (i) in the event of a default by Broker under this Agreement, or (ii) in the event of a sale, exchange, or other transfer at any time, of all or any part of the Property to a venture, partnership or other entity in which Owner is a principal or beneficiary or has an ownership interest, or to any of their successors or assigns, or to any state agency or other governmental entity.

7. INDEMNITY AND STATE LAW LIMITATIONS.

A. Release and Indemnity. Owner agrees that Broker and Cooperating Brokers shall not be responsible in any manner for personal injury to Owner resulting from acts of third parties or loss or damage of personal or real property due to vandalism, theft, freezing water pipes, or any other damage or loss whatsoever, unless such loss or damage is caused by the negligence or intentional acts of Broker or Cooperating Brokers. ***Notwithstanding the foregoing, Broker shall indemnify and hold harmless Owner from all losses, damages, costs, claims and liabilities (including, without limitation, court costs and attorney's fees relating thereto) arising out of or related to (i) any misrepresentation or failure by Broker or any agent or representative of Broker to disclose material information known to Broker regarding the Property to a prospective purchaser; (ii) any material fact known by Broker relating to any purchaser or proposed transaction that Broker fails to disclose to Owner; (iii) any breach of or default under this Agreement by Broker; and/or (iv) any act or omission by Broker inconsistent with or outside the scope of this Agreement and the limited authority conferred hereby. The concurrent negligence or misconduct of Owner may reduce Broker's liability under this indemnity, but will not release Broker of its duty to indemnify Owner set forth in this Section. This indemnity shall survive the expiration or termination of this Agreement.***

B. Limitations of State Law. Notwithstanding any provision of this Agreement to the contrary, (i) Owner shall be obligated to pay attorneys' fees only to the extent authorized by the Constitution and the laws of the State of Texas; (ii) any provision in this Agreement that purports to state that Owner limits, waives, or releases a right to make a claim against the Broker or exculpates Broker from liability under this Contract shall be effective only to the extent authorized by the Constitution and laws of the State of Texas; (iii) any provision in this Agreement stating that Owner will indemnify or hold harmless Broker shall be effective only to the extent authorized by the Constitution and laws of the State of Texas; and (iv) any provision in this Agreement specifying remedies to which Broker shall be entitled, or stating that Owner consents to jurisdiction

of any court shall not constitute nor is it intended to constitute a waiver of Owner's or the State of Texas' sovereign immunity to suit.

C. Limitation on Recovery. Broker will look solely to Owner's interest in the Property for recovery of any judgment against Owner relating to this Agreement, and Owner, its employees, officers, directors, attorneys, agents and representatives shall not be personally liable for anything related to this Agreement.

8. FORM OF CONTRACT. Broker understands and will advise all Cooperating Brokers and prospects that all offers to purchase the Property shall be made on the form of the then most-current "One to Four Family Residential Contract (Resale)" and "Lead-Based Paint Addendum" forms issued by the Texas Real Estate Commission (currently designated TREC 20-11 and OP-L, respectively), as modified by the Special Provisions Addendum attached hereto as **Exhibit A**. Broker shall deliver three executed originals of the Real Estate Contract to Owner.

9. AUTHORITY. Broker or any Cooperating Brokers are not authorized to (i) execute any earnest money contract or any other documents on behalf of Owner, (ii) authorize any repairs to the Property without Owner's prior written consent, (iii) authorize any expenditures of any funds on behalf of Owner without Owner's prior written consent, or (iv) negotiate any earnest money deposit or other instrument with respect to the Property.

10. OWNER'S REPRESENTATIONS. Owner represents that Owner has fee simple title to and peaceable possession of the Property and all improvements and fixtures thereon, and the legal capacity to convey the Property. Owner is not now a party to and agrees not to enter into a listing agreement with another broker for the sale, exchange or lease of the Property during the Term of this Agreement.

11. BROKER REPRESENTATIONS. Broker represents and warrants to Owner that Broker (i) is a duly licensed real estate broker under the laws of Texas and shall maintain such licensure in full force and effect throughout the Term of this Agreement; (ii) all real estate agents employed by Broker to assist with the performance of Broker's duties under this Agreement will be duly licensed real estate agents under the laws of Texas; and (iii) all activities by Broker and Broker's real estate agents hereunder will be conducted in strict compliance with all applicable statutes of the State of Texas and the United States (including, without limitation, all fair housing and non-discrimination statutes) and the rules and regulations of the Texas Real Estate Commission.

12. PROPERTY DEFECTS. Broker is not authorized to make any representations or warranties, directly or indirectly, that may be binding on Owner. ***Broker shall indemnify and hold Owner harmless from any representations or warranties made by Broker to buyer(s) other than those expressly made by Owner in any written disclosure delivered by Owner to Broker. The concurrent negligence or misconduct of Owner may reduce Broker's liability under this indemnity, but will not release Broker of its duty to indemnify Owner set forth in this Section. This indemnity shall survive the expiration or termination of this Agreement.***

Broker acknowledges that Owner, as a governmental entity, is exempt from the requirement of delivering a Seller's Disclosure Notice pursuant to Section 5.008 of the Texas Property Code.

13. MISCELLANEOUS. This Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. This Agreement may not be assigned by either party without the written approval of the other party. This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

14. NOTICES. All notices, demands, requests, and other communications given with respect to the subject matter of this Agreement shall be in writing and shall be deemed to be delivered on receipt if delivered by hand delivery or by a recognized overnight courier service, or **2 days** after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid, to the respective addresses of the parties set forth in Section 1.

15. SAVING CLAUSE. Should any clause in this Agreement be found invalid by a court of law, the remainder of this Agreement shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

16. DISPUTE RESOLUTION. To the extent that Chapter 2260, *Texas Government Code*, as amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Broker to attempt to resolve any claim for breach of contract made by Broker that cannot be resolved in the ordinary course of business. To initiate the process, Broker shall submit written notice, as required by subchapter B of Chapter 2260, to Owner in accordance with the notice provisions in this Agreement. The Executive Vice Chancellor for Business Affairs of Owner, or such other officer of Owner as may be designated from time to time by Owner by written notice thereof to Broker in accordance with the notice provisions in this Agreement, shall examine Broker's claim and any counterclaim and negotiate with Broker in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Broker; (ii) neither the issuance of this Agreement by Owner nor any other conduct, action or inaction of any representative of Owner relating to this Agreement constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit; and (iii) Owner has not waived its right to seek redress in the courts.

LIST OF EXHIBITS:

Exhibit A – Special Provisions Addendum

EXECUTED to be effective on the date first written above.

BROKER/FIRM:

By: _____

Name: _____

Title: _____

OWNER:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By: _____

Name: Kirk S. Tames

Title: Executive Director of Real Estate
The University of Texas System

**SPECIAL PROVISIONS ADDENDUM
TO
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)
115 East Agarita Ave., San Antonio, Texas 78212**

This Special Provisions Addendum is attached to and made a part of that certain "One to Four Family Residential Contract (Resale)" (hereafter called the "**Contract**") by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM** as "**Seller**" and _____ as "**Buyer**" pertaining to the property commonly known as 115 E. Agarita Avenue, San Antonio, Texas. Unless defined differently herein or the context clearly requires otherwise, all capitalized or defined terms used in this Special Provisions Addendum shall have the meaning ascribed to them elsewhere in the Contract.

Seller and Buyer agree and stipulate that this Special Provisions Addendum is an integral part of the Contract and that to the extent of any conflict between the terms and provisions of this Special Provisions Addendum and the other terms and provisions of the Contract, the terms and provisions of this Special Provisions Addendum shall control.

1. "As Is, Where Is" Sale. BUYER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY THROUGH A GIFT OR WILL OR AS A RESULT OF A TRUST OR OTHER MEANS, AND IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, BUYER WARRANTS THAT BUYER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT IN PURCHASING THE PROPERTY FROM SELLER, AND BUYER ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

2. Endorsements to Title Policy. Buyer and Seller agree that Buyer is solely responsible for

paying for all endorsements that Buyer or Buyer's lender (if any) desire for the Title Policy and/or the mortgagee's title policy.

3. **Survey.** Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, Seller shall have no obligation to furnish any survey of the Property to Buyer. If buyer obtains a new survey of the Property, Buyer shall provide a copy of the new survey to Seller within **3 business days** of Buyer's receipt of the new survey (and with respect to any revised version of the new survey, Buyer shall provide a copy of such revised version to Seller within **3 business days** of Buyer's receipt of such revised version).

4. **Objections to Title Commitment.** That part of Paragraph 6.D of the Contract reading

"Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within **15 days** after Seller receives the objections and the Closing Date will be extended as necessary."

is amended in its entirety to read,

"Seller may, but shall have no obligation to, cure the timely objections of Buyer or any third party lender within **15 days** after Seller receives the objections and the Closing Date will be extended as necessary."

4. **Inspections of Property.** Paragraph 7.A of the Contract is amended by the addition of the following language to the end of the Paragraph:

Buyer shall provide Seller with copies of all property condition reports prepared for or provided to Buyer immediately upon receipt of same. Buyer, its agents, consultants, and employees, shall not disclose any property condition report to any third party except Buyer's lender without Seller's prior written approval, unless Buyer is legally compelled to make such disclosure. This prohibition shall survive any termination of this Contract. All property condition reports shall be deemed to be the sole property of Seller prior to closing, but shall become the property of Buyer from and after closing. Seller may use the property condition reports for any purpose, and disclose and distribute them as Seller wishes if this Contract terminates without a closing of the transaction contemplated hereby. Buyer shall be solely responsible for all costs associated with all such activities, and shall leave the Property in the condition in which Buyer or Buyer's representatives found it. Buyer shall not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder. BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, REMEDIES, DEFENSES, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS OR EXPENSES, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN ANY WAY RELATED TO BUYER'S EXAMINATION OF THE PROPERTY. This indemnification obligation of Buyer shall survive the termination of this Contract for any reason or the Closing of the transaction contemplated herein.

5. **Repairs.** Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, Seller shall have no obligation to make (or reimburse Buyer for) any treatment or repairs to the Property.

6. **Broker's Fees.** Paragraph 8 of the Contract is amended by the addition of the following to the end of the Paragraph:

Buyer warrants and represents to Seller that Buyer has not dealt with any agent or broker in connection with the purchase of the Property other than _____, and Buyer agrees to indemnify and hold Seller harmless from any loss, liability, or expense suffered by Seller by reason of a breach of such warranty and representation. Buyer's warranties, representations, and agreement to indemnify in this Paragraph shall survive the Closing.

7. **Deed.** Paragraph 9.B.(1) of the Contract is amended to provide that the deed to be delivered by Seller to Buyer at Closing shall be a special warranty deed of substantially the form attached to this Special Provisions Addendum as Attachment 1.

8. **Casualty Loss.** Paragraph 14 of the Contract is amended in its entirety to read as follows:

If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this Contract, Seller at its sole option may, but is not required to, restore the Property to its previous condition by the Closing Date. If the Property is not restored to its previous condition by the Closing Date, Buyer may (a) terminate this Contract and the earnest money will be refunded to Buyer, or (b) accept the Property in its damaged condition with an assignment of any insurance proceeds under any third-party insurance policy (but not under any self-insurance program of Seller) maintained by Seller on the Property and receive credit from Seller at closing in the amount of the deductible under such third-party insurance policy.

9. **Default.** Paragraph 15 of the Contract is deleted in its entirety and replaced with the following:

15. DEFAULT AND REMEDIES.

A. Buyer's Default and Seller's Remedies. Buyer shall be in default under this Contract if Buyer shall do or fail to do any act, the performance or nonperformance of which is an act required under this Contract, or if Buyer fails or refuses to pay the Sales Price at Closing for any reason other than a default by Seller. If Buyer is in default under this Contract, Seller may, as Seller's sole remedy at law or in equity for such default, terminate this Contract by written notice delivered to Buyer and receive the entire earnest money deposit as liquidated damages and not as a penalty, it being acknowledged and agreed by Seller and Buyer that the amount of Seller's damages for Buyer's breach of this Contract would be difficult, expensive and impractical to determine, and the earnest money deposit is a reasonable estimate of Seller's damages that would be caused by Buyer's breach. The earnest money deposit shall be delivered to Seller by the Title Company on receipt of a written affidavit from Seller that Buyer has defaulted under this Contract. Notwithstanding the foregoing provisions to the contrary, Seller's remedies provided for herein for Buyer's default under the Contract shall in no way affect or limit Seller's remedies, if any, (i) under any other documents executed in connection with the conveyance of the Property; or (ii) to enforce the indemnities given by Buyer to Seller under the Contract.

B. Seller's Defaults and Buyer's Remedies. Seller shall be deemed to be in

default under this Contract if Seller fails to substantially comply with any of the requirements contained in this Contract for reasons other than Buyer's default. If Seller is in default under this Contract, Buyer may, at Buyer's option, do either of the following, as Buyer's sole and exclusive remedy at law or in equity: (a) terminate this Contract by written notice delivered to Seller on or before the Closing Date, as appropriate, and receive a return of the earnest money deposit; or (b) enforce specific performance of this Contract against Seller by waiving all uncured Objections to title without reduction or adjustments in the Sales Price and accepting such title to the Property as Seller is able to convey without incurring any material expense to do so.

C. Notice to Title Company. Upon the termination of this Contract pursuant to this Paragraph 15, the parties covenant and agree to deliver a letter of instruction to the Title Company directing disbursement of the earnest money deposit to the party entitled thereto. In the event that either party hereto fails or refuses to execute and deliver such an instruction letter when the other party is entitled to receive the disbursement of the earnest money deposit, the party refusing to deliver the instruction letter shall pay (but only to the extent authorized by the Constitution and laws of the State of Texas), upon the final order of a court with appropriate jurisdiction, costs incurred in connection with the recovery thereof (including, without limitation, costs of suit, court costs and attorney fees) by the party entitled to the earnest money deposit.

10. Roll Back Taxes. IF THIS SALE OF THE PROPERTY OR BUYER'S USE OF THE PROPERTY AFTER CLOSING RESULTS IN THE ASSESSMENT OF ADDITIONAL TAXES, PENALTIES AND/OR INTEREST FOR PERIODS PRIOR TO CLOSING, BUYER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF SUCH ADDITIONAL TAXES, PENALTIES AND/OR INTEREST.

11. Attorney's Fees. Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, any provision stating that Seller will be liable to Buyer or any other person for attorney's fees and costs of suit or any other legal proceeding shall be effective only to the extent authorized or permitted by the Constitution and laws of the State of Texas.

12. Representations. Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, Buyer acknowledges and accepts that any and all representations made by Seller therein are based on and limited to "Seller's knowledge" concerning such representations. As used herein, "Seller's knowledge" refers to facts in question being actually known (as opposed to imputed, inquiry or constructive knowledge) to Kirk S. Tames, Executive Director of Real Estate, The University of Texas System, without any due diligence or duty of inquiry.

13. Trust Agreement. If Buyer is a trust or a trustee, then as a condition precedent to Seller's obligation to close under this Contract, within **5 business days** after the effective date of the Contract Buyer shall deliver to Seller (i) a true, correct and complete copy of Buyer's trust agreement and any and all amendments thereto (collectively, the "**Trust Agreement**"), and (ii) any other documentation required to identify the true purchaser of the Property to Seller's reasonable satisfaction, as required by *Texas Government Code* §2252.092. Any trust agreement provided by Buyer to Seller shall be subject to the confidentiality rules set forth in *Texas Government Code* §2252.094. IF BUYER FAILS TO TIMELY DELIVER THE TRUST AGREEMENT TO SELLER, THEN SELLER, AT SELLER'S OPTION, MAY (IN ADDITION TO ANY OTHER REMEDY PROVIDED IN THIS CONTRACT FOR SUCH DEFAULT) TERMINATE THIS CONTRACT AT ANY TIME PRIOR TO THE EARLIER TO OCCUR OF (i) THE CLOSING DATE, OR (ii) DELIVERY OF THE TRUST AGREEMENT TO

SELLER. IN THE EVENT SELLER SO ELECTS TO TERMINATE THIS CONTRACT, ANY ESCROW DEPOSIT HELD BY THE TITLE COMPANY (LESS THE INDEPENDENT CONTRACT CONSIDERATION TO BE DELIVERED TO SELLER) WILL BE RETURNED TO BUYER AND THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO EACH OTHER HEREUNDER.

14. No Conflict of Interest. If Buyer is not an individual, Buyer certifies to Seller that no member of the Board of Regents of The University of Texas System (i) owns or has a beneficial interest in more than 5% of Buyer's outstanding capital stock; (ii) is an officer or employee of Buyer, or (iii) to Buyer's knowledge, has a pecuniary interest, directly or indirectly, in the transaction contemplated in this Contract.

15. Holidays. For purposes of this Contract, should any date specified in the Contract as a deadline fall on (i) a Saturday or Sunday, or (ii) any day on which The University of Texas System Administration, national banks, Texas state banks and/or the U.S. Postal service are closed for business (collectively, "**Holiday**"), such deadline date shall automatically be extended to the next following calendar day that is not a Saturday, Sunday or Holiday.

16. Effective Date of Contract. The effective date of the Contract shall be the date this Special Provisions Addendum is signed by the last to sign of Buyer or Seller. If one party fails to date its execution of this Special Provisions Addendum, the effective date shall be the date shown for the other party's execution. Each party agrees to give notice to the other party immediately upon execution of the Contract and this Special Provisions Addendum.

17. Expiration of Offer. If a fully executed counterpart of this Contract is not received by the first party executing this Contract on or before _____, 2019, the offer contained in this Contract shall be voidable at the option of the first party.

18. Execution in Accordance with Announcement for Sale. By execution and submission of this Contract, Buyer hereby represents and warrants to Seller that (i) Buyer has read and understands the Announcement for Sale, pursuant to which the Property is offered for sale by Seller, and this Real Estate Contract, and (ii) Buyer's offer is made in accordance with the terms of the Announcement for Sale.

17. Attachments. The following attachments are part of this Special Provisions Addendum and are incorporated into the Contract by reference:

- Addendum 1 – Special Warranty Deed
- Addendum 2 – Disclosure of Information on Lead Based Paint

DATE OF EXECUTION:

BUYER (entity):

_____, 2019

By: _____

Name: _____

Title: _____

DATE OF EXECUTION:

BUYER (individual):

_____, 2019

Print Name: _____

DATE OF EXECUTION:

SELLER:

_____, 2019

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM

By: _____

Name: Kirk S. Tames

Title: Executive Director of Real Estate
The University of Texas System

Approved as to Content:

The University of Texas _____

_____, 2019

By: _____

Name: _____

Title: _____

ATTACHMENT 1
To
SPECIAL PROVISIONS ADDENDUM TO REAL ESTATE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF §

Special Warranty Deed [With Vendor's Lien]

Effective Date: _____, 20__

Grantor: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of THE UNIVERSITY OF TEXAS _____

Grantor's Mailing Address: 201 West 7th Street
Austin, Travis County, Texas 78701
Attention: Executive Director of Real Estate

Grantee: _____

Grantee's Mailing Address (including county):

Consideration:

TEN and No/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged, **[If Vendor's Lien is applicable:** which Consideration includes the sum of _____ and ___/100 DOLLARS (\$ _____) paid and advanced by _____ ("**Lender**"), at the request of Grantee. To evidence such advancement and indebtedness of Grantee to Lender, Grantee has executed that one certain promissory note in the original principal amount of _____ and ___/100 DOLLARS (\$ _____) (the "**Note**"), dated of even date herewith payable to the order of Lender as therein provided. The Note is secured by a vendor's lien retained in this deed and described in and secured by a deed of trust of even date from Grantee to _____, Trustee.]

Property (including any improvements):

_____, more particularly described on the attached Exhibit A.

Reservations from and Exceptions to Conveyance and Warranty:

There is reserved from this conveyance all the oil, gas and other minerals in and under the Property owned by Grantor, if any, which are expressly reserved to Grantor. This conveyance is further subject to all easements, rights-of-way and prescriptive rights, whether of record or not, all presently recorded matters that affect the Property, and those items listed on the attached **Exhibit B**.

[If Grantee is a Trustee: Grantee delivered to Grantor on or before the Effective Date hereof a true, correct, and complete copy of the _____ [and all amendments thereto] identifying the person(s) who will be the true owner(s) of the Property on Grantor's execution and delivery of this deed to Grantee.]

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 to Grantee, Grantee's **[heirs/successors]** or assigns forever. Grantor hereby binds Grantor and Grantor's successors to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's **[heirs/successors]** and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor, but not otherwise.

[If Vendor's Lien is applicable: The vendor's lien against and superior title to the Property are retained until the Note [*insert further description of Note*] is fully paid according to its terms, at which time this deed shall become absolute. In consideration of the payment by _____ ("**Lender**") of the sum above mentioned, Grantor hereby transfers, assigns and conveys to Lender the vendor's lien and superior title herein retained and reserved against the Property, without warranties and without recourse on Grantor.]

GRANTOR CONVEYS THE PROPERTY TO GRANTEE "AS IS, WHERE IS" AND "WITH ANY AND ALL FAULTS." OTHER THAN THE WARRANTY OF TITLE PROVIDED HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS

OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

By **[their/Grantee's]** acceptance of this conveyance, Grantee**[s, jointly and severally,]** assume**[s]** and agree**[s]** to pay all taxes affecting the Property for 20__ and all subsequent years and any and all taxes assessed against the Property due to a change in usage, regardless of the year(s) for which those taxes are assessed.

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

Executed on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM, for the use and benefit of THE UNIVERSITY OF
TEXAS _____

By: _____
Name: Kirk S. Tames
Title: Executive Director of Real Estate
The University of Texas System

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2019, by Kirk S. Tames, Executive Director of Real Estate, The University of Texas System, for the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas _____.

Notary Public in and for The State of Texas

EXHIBIT A
to
Special Warranty Deed with Vendor's Lien

PROPERTY DESCRIPTION

EXHIBIT B
to
Special Warranty Deed with Vendor's Lien

EXCEPTIONS

**ATTACHMENT 2
TO
SPECIAL PROVISIONS ADDENDUM TO REAL ESTATE CONTRACT**

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**

This Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards ("**Disclosure**") is attached to and made a part of the Real Estate Contract between the **Board of Regents of The University of Texas System**, for the use and benefit of The University of Texas at _____ and _____.

Capitalized terms not otherwise defined in this Disclosure have the meanings assigned to them in the Real Estate Contract. This Disclosure is provided in accordance with the requirements of 42 U.S.C. § 4852d and the regulations promulgated thereunder and is to be construed in accordance therewith.

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

(a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain, such as basis for determination that such hazards exist, location of such hazards, and condition of the painted surface): _____

(b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

(a) Seller has provided Purchaser with all records and reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards

in the Property (list documents): _____

(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. PURCHASER'S ACKNOWLEDGMENT:

- Purchaser has received copies of all information, if any, listed above.
- Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

Purchaser (check one box only):

(a) waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

(b) within ten days after the Effective Date of the Contract, may conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. If lead-based paint or lead-based paint hazards are present, Purchaser may terminate the Contract by giving Seller written notice within 14 days after the Effective Date of the Contract. Upon receipt of that notice, Seller shall instruct the Title Company to refund the Escrow Deposit to Purchaser and Seller shall return the Independent Contract Consideration, if any, to Purchaser. Thereafter, both parties shall be released from further obligations under this Contract. If Seller does not receive timely notice from Purchaser, Purchaser shall have waived its option to terminate the Contract under this Disclosure provision.

D. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. § 4852d. Brokers are aware of their responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of THE UNIVERSITY OF TEXAS AT _____

Date: _____, 2019

By: _____

Name: Kirk S. Tames

Title: Executive Director of Real Estate
The University of Texas System

PURCHASER:

Date: _____, 2019

By: _____

Name: _____

Title: _____

BROKERS:

Date: _____, 2019

By: _____

Name: _____

Title: _____

Date: _____, 2019

By: _____

Name: _____

Title: _____

Exhibit E

Warranty Deed

1712803

ORIGINAL COPY

WARRANTY DEED

RESERVING A SINGLE LIFE ESTATE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

That I, MILTON S. JACOBS, M.D., of the County of Bexar, State of Texas, for and in consideration of the Grantee accepting the terms and conditions of this Warranty Deed have GRANTED, GIVEN AND CONVEYED and by these presents do GRANT, GIVE AND CONVEY unto the Board of Regents of the University of Texas System, 201 West 7th Street, Austin, Travis County, Texas 78701, all of the following described real property in Bexar County, Texas, to-wit:

 Lots 17, 18, 19, and the west sixteen and two-thirds (16 2/3) feet of Lot 20, Block 2, New City Block 1700, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, as recorded in Volume 4665, Page 208, et seq., of the Deed and Plat Records of Bexar County, Texas.

This conveyance is made and accepted subject to restrictions and easements of record, if any, relating to the above-described property to the extent, and only to the extent, that the same may be in force and effect.

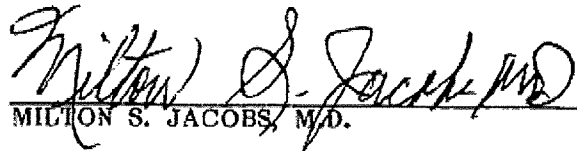
TO HAVE AND TO HOLD the above described property, together, with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This gift is made to advance the education mission of the University of Texas System, and in the event that any of the above-described real estate should ever be sold or exchanged by the Grantee, the proceeds of such sale or sales or exchange or exchanges shall not become a part of the Permanent University Fund, the Available University Fund, or the General Fund of the State of Texas; and provided further, that no Purchaser or Grantee of any of the above-described real estate shall be obligated to be concerned with the use or the application made of any funds or any other property paid or delivered by him or it to the Board of Regents of the University of Texas System for any of the above-described real estate.

The Grantor herein reserves and it is expressly agreed that he should have for himself the full possession, benefit, and use of the above-described property as well as the rents, revenues, and profits thereof for and during his natural life. The Grantor agrees that during his natural life he shall pay when due and before the same become delinquent all taxes assessed against the above-described property, all insurance on the above-described property, and maintain the above-described property.

The Grantor herein restricts the use of the above-described property by the University of Texas System and requires as a condition of the acceptance of this gift that for as long as practicable from the date of Grantor's death the above-described property shall be used as a private residence for writers, lecturers or professors.

EXECUTED this 31st day of December, 1987.


MILTON S. JACOBS, M.D.

02-16-89 0354271 0800129 \$5.00 Y 01 06857

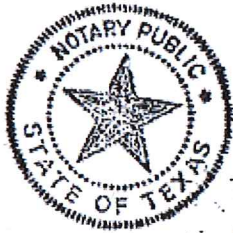
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared MILTON S. JACOBS, M.D., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of December, 1987.



Sharon D. Guinan
Notary Public, State of Texas

Notary's name printed:

Sharon D. Guinan

My commission expires: 7-15-89

PREPARED IN THE LAW OFFICES OF:
DANIEL Y. KRUGER, P.C.
432 Dwyer Avenue
San Antonio, TX 78204
(512) 224-2100

PLEASE RETURN TO:
Board of Regents
University of Texas System
201 West 7th Street
Austin, Texas 78701

GRANTEE'S MAILING ADDRESS:
Board of Regents
University of Texas System
201 West 7th Street
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