

FIRE & POLICE PENSION FUND, SAN ANTONIO
Real Estate Committee/Committee Meeting of the Board
Thursday, May 13, 2010
Fire and Police Pension Fund, San Antonio
311 Roosevelt Avenue
San Antonio, Texas 78210
8:00 a.m.

AGENDA

1. Roll Call

Executive Session: Consultation concerning Attorney-Client Matters including, but not limited to the following issues may be discussed; Real Estate, Litigation, Contracts, Personnel and Security.

Discussion and Possible Action on the following items:

1. Approval of Minutes of January 13, 2010

2. Office Building Search

3. Adjournment

MINUTES
REAL ESTATE COMMITTEE MEETING
FIRE AND POLICE PENSION FUND, SAN ANTONIO
WEDNESDAY, JANUARY 13, 2010
PENSION OFFICE – 8:00 A.M.

ROLL CALL: Mr. Ury called the meeting to order at 8:00 a.m.

COMMITTEE
MEMBERS

PRESENT: Captain Shawn Ury, Active Police Representative; Lt. Bart Moczygamba, Fire Representative; and Captain Donald Wagoner, Active Fire Representative.

COMMITTEE
MEMBERS

ABSENT: None

OTHERS

PRESENT: Larry Reed, Retired Fire Representative; Warren Schott, Executive Director; Pete Tassos; Jaime Sullivan; Mark Grenmer and Rick Matye.

The following items were discussed:

APPROVAL OF MINUTES

Mr. Wagoner moved to approve the November 19, 2009 minutes of the Real Estate Committee. The motion carried unanimously.

OFFICE BUILDING SEARCH

The Committee along with Staff, Mr. Pete Tassos and Mr. Jaime Sullivan of Sullivan Commercial discussed two buildings located just north of the airport. The Committee discussed a non-binding letter that had been submitted on one of the buildings of interest. Unfortunately, the owners of the building are unwilling to lower their price, and therefore, the Committee no longer has interest.

After a lengthy discussion, Mr. Wagoner made a motion to take to the full Board consideration to place a non-binding letter of intent on another building located in the same area. The motion carried unanimously.

ADJOURNMENT:

The Committee adjourned at 8:25 a.m.

Approved this ____ day of _____, 2010.

Shawn Ury, Real Estate Committee Chairman

**PURCHASE AND SALE AGREEMENT
CRITICAL DATES AND STATUS REPORT**

**SELLER: CHASE MERRITT SAN ANTONIO PORTFOLIO I, LP
BUYER: SA F&P PROPERTY HOLDING CORP.**

**PARKWAY CENTER OFFICE BUILDING
11603 W. COKER LOOP
SAN ANTONIO, BEXAR COUNTY, TEXAS**

<u>Date Due</u>	<u>Item</u>	<u>Comments</u>	<u>Status</u> 4/22/2010
4/09/10	Date fully executed Agreement delivered to Escrow Agent – Reference Section 1.2 and 7.2(e)	Effective Date is the date that the Agreement is signed by both Buyer and Seller and acknowledged as received by the Escrow Agent Key date for calculating all time period	Done
4/13/10	Earnest Money – Initial Deposit Reference Section 3.2 - \$150,000 Received 4/9/10	Not later than <u>2 business days</u> after Buyer's delivery of its original countersigned Agreement to Escrow Agent	Done
4/16/10	Title Report - Reference Section 4.2.1 Issued by Fidelity National Title Co.	Within <u>5 business days</u> after the Effective Date, the Seller shall cause the Title Company to deliver to Buyer a commitment for an owner's title insurance policy covering the Real Property, together with copies of all documents referenced in the Title Report. NOTE: This should occur automatically, as the title company will provide this.	Title Report Rec'd Waiting for copies of exception docs referenced in the Title Report
	Property Information – Reference Section 4.1	Seller has delivered to (or made available to at the offices of Chase Merritt, to the extent in Seller's possession or readily available to Seller all items listed in (a) through (j) of Section 4.1.	Done

<u>Date Due</u>	<u>Item</u>	<u>Comments</u>	<u>Status</u>
4/14/10	Survey Due – Reference 4.2.1	Within 3 business days after the Effective Date, Seller to furnish to Buyer the most current, existing survey. If the Survey is not satisfactory to the Title Company, Buyer, at Buyer's expense, (a) shall promptly obtain a new survey, or (b) cause one or more of the Existing Surveys to be updated or recertified to the satisfaction of the Title Co.	Have reviewed unofficial survey plats. Waiting on official most recent surveys from MBC Engineers.
5/09/10 (05/10/10)	Title Review Period – Reference Section 1.2(b) and 4.2.2	On or before the expiration of the Title Review Period, which is 30 days after the Effective Date, Buyer shall deliver to Seller written notice (" Buyer's Title Notice ") of Buyer's approval or disapproval of the matters reflected in the Title Report and any Existing Survey or other survey as may be required. If no notice sent, then it is deemed to constitute Buyer's approval.	Preliminary review done. Title Report may be updated after official survey is furnished to Title Company.
5/19/10	Seller's Election Period – Reference Section 4.2.2	If Buyer disapproves of any matter in the Title Report or Existing Survey during the Title Review Period, then Seller may, but shall have no obligation to within 10 days after its receipt of Buyer's Title Notice ("Seller's Election Period"), elect to eliminate or cure the disapproved title matters by the Closing Date, by giving Buyer written notice of the matters, if any, which Seller agrees to so eliminate or cure.	Open
5/24/10	Title Approvals or Termination - Reference Section 4.2.2	On or before 3 business days following the expiration of Seller's Election Period, the Buyer may either waive its prior disapproval, in which event said disapproved matters shall be deemed approved, or terminate the Agreement and the Escrow. Failure of Buyer to terminate = waiver of objections.	Open
6/08/10	Environmental Inspections – Reference Section 4.3.2	Seller has provided a list of environmental reports. Buyer has received and reviewed the Reports and	Buyer to conduct environmental

<u>Date Due</u>	<u>Item</u>	<u>Comments</u>	<u>Status</u>
		<p>agrees to accept the Property in the condition described therein, but if Buyer discovers other environmental matters which are unacceptable to Seller, Seller may terminate the Agreement <u>within 10 days after receipt of Buyer's report or extend closing up to 180 days to study situation and decide if it wants to cure.</u></p>	studies during Due Diligence Period
6/08/10	<p>Inspection/Due Diligence Period – Reference Section 1.2(c) and 4.3</p>	<p>On or before 60 days after the Effective Date (the "Due Diligence Period"), the Buyer has the right to enter upon the Real Property for the purpose of performing any and all inspections or studies of the Real Property. Commencing from the Effective Date and continuing through and including the expiration of the Due Diligence Period, Buyer, its agents and employees shall have a limited license to enter upon the Real Property for the purpose of performing any and all inspections or studies of the Property.</p>	In Process
6/08/10	<p>Tenant Estoppel Certificates – Reference Section 4.4</p>	<p>On or before the expiration of the <u>Due Diligence Period</u>, the Seller shall use commercially reasonable efforts to secure and deliver to Buyer estoppel certificates for any existing Leases. If Seller fails to deliver, Buyer may terminate the Agreement upon 5 days notice to Seller unless Seller delivers the certificates <u>within said 5 day period.</u></p>	Seller responsibility
6/08/10	<p>Termination – Reference Section 4.3.4</p>	<p>If Buyer determines, in its sole discretion, before the expiration of the Due Diligence Period that the Real Property is unacceptable for Buyer's purpose, Buyer shall have the right to terminate the Agreement by delivery of termination notice to Seller on or before the expiration of the <u>Due Diligence Period.</u></p>	Open

<u>Date Due</u>	<u>Item</u>	<u>Comments</u>	<u>Status</u>
6/08/10	Additional Deposit – Reference Section 3.21 \$200,000.00	Unless Buyer terminate the Agreement pursuant to Section 4.3.4, on the day of the expiration of the <u>Due Diligence Period</u> by wire transfer of immediately available funds, the Buyer shall deposit the sum of \$200,000 (together with interest thereon) with the Escrow Holder.	
6/27/10	Seller's Deliveries into Escrow - Reference Section 6.1	No less than <u>1 business day prior to Closing</u> , Seller shall deliver into Escrow items (a) – (f) of Section 6.1.	
6/27/10	Buyer's Deliveries into Escrow – Reference Section 6.2	No less than <u>1 business day prior to Closing</u> , Seller shall deliver into Escrow items (a) – (d) of Section 6.2.	
6/28/10	Closing Date – Reference Section 1.2(d) and 9.1	On the date that is <u>20 days after the expiration of the Due Diligence Period</u> .	
6/28/10	Close of Escrow/Possession – Reference Sections 8.1 and 8.2	Upon Funding.	