

**PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS**  
**KYE MASK FARM**  
**SAWS BID SOLICITATION NO. RE-13-026-DB**

1. Sale of SAWS Land for Cash or Edwards Aquifer Water Rights. The City of San Antonio, Texas, a home-rule municipality of the State of Texas, acting by and through the San Antonio Water System Board of Trustees (“SAWS”), is soliciting offers to sell SAWS land (“SAWS Land”) for cash or, alternately, for unrestricted and fully transferable Edwards Aquifer water withdrawal rights under Initial Regular Permits issued by the Edwards Aquifer Authority (“Offered Water Rights”).
  
2. The SAWS Land. The SAWS Land is described as follows:

Being 268.132 acres of land, more or less, in Bexar and Atascosa Counties, out of the Andres Krust Survey No. 437, Abstract No. 402, the Andres Krust Survey No. 438, Abstract No. 403, the William Klemeke Survey No. 441, Abstract No. 1234 (Bexar County), Abstract No. 519 (Atascosa County), and being more particularly described by metes and bounds in Exhibit “A-1” attached hereto and made a part hereof.
  
3. Bid Information. This Purchase Agreement and Bidding Instructions document (“Agreement”) is the official bid form that must be completed and returned by interested bidders in accordance with the instructions herein. Incomplete bids or bids otherwise not in compliance with this Agreement may be rejected by SAWS without consideration. Interested bidders:
  - a. furnish the information requested in Section 24 below, and if offering Offered Water Rights, the information requested in Section 13A below;  
NOTE: THE MINIMUM BID IS \$1,600,000.00.  
ANY BID BELOW \$1,600,000.00 WILL BE AUTOMATICALLY REJECTED.
  - b. sign this Agreement;
  - c. provide the Bid Deposit, as described in Section 4 below; and
  - d. place the entire signed Agreement and Bid Deposit, and all exhibits to the Agreement, in a sealed envelope properly identified as containing a “Bid for Purchase of SAWS Land – KYE MASK FARM (SAWS BID SOLICITATION NO. RE-13-026-DB)” addressed and delivered to:

San Antonio Water System  
Contract Administration Division  
Attn: David Gonzales  
2800 U.S. Hwy 281 North  
Customer Service Building, Suite 171  
San Antonio, Texas 78212

4. Bid Deposit. All cash bids must be accompanied by an earnest money bid deposit (“Bid Deposit”) in the form of a cashier’s check made out to San Antonio Water System in the amount of two percent (2.0%) of the bid amount, or in the case of a purchase made with the transfer of water rights, then a Bid Deposit is not required. If a bid is not accepted by SAWS, the cashier’s check will be returned to the unsuccessful bidder at the address provided by bidder in Section 24 within 10 days of the date that the bid is rejected. The Successful Bidder’s Bid Deposit shall be nonrefundable except in the event of a default or termination by SAWS under this Agreement or as provided in Section 12, but shall be applied to the Bid Price (as defined in Section 24 below) at Closing (as defined in Section 15 below), if and only if closing occurs hereunder. A Bid Deposit is not required if the bidder is offering Edwards Aquifer water rights in exchange for the SAWS’ Property.
  
5. Bidder Inspection. **ANY PARTY INTERESTED IN SUBMITTING A BID FOR THE SAWS LAND MAY CONDUCT AN INSPECTION OF THE SAWS LAND BY REQUEST OR ON THE DESIGNATED INSPECTION DAY, WHICH IS SCHEDULED FOR APRIL 2, 2014 AT 10:30 A.M., AT THE FRONT GATE OF THE PROPERTY.**

**INTERESTED PARTIES SHOULD CHECK <http://www.saws.org/property>, (then click on ‘Kye Mask Farm’, click the ‘More’ link) FOR ADDITIONAL NOTICES CONCERNING THE INSPECTION DAY, INCLUDING ANY CHANGE IN THE DATE DUE TO WEATHER OR OTHER CONDITIONS. ANY PARTY THAT ELECTS TO INSPECT THE SAWS LAND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN ANTONIO (“COSA”) & SAWS AND THEIR OFFICERS, EMPLOYEES, AGENTS AND FIDUCIARIES (COLLECTIVELY THE “INDEMNIFIED PARTIES”) FROM ANY AND ALL DAMAGES, CLAIMS AND LOSSES OF ANY NATURE, INCLUDING THOSE ASSOCIATED WITH PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH, ATTORNEY’S FEES AND COURT COSTS, ARISING FROM THE PARTY’S OR THE PARTY’S AGENTS OR CONTRACTORS PRESENCE ON OR USE OR INSPECTION OF THE SAWS LAND (INCLUDING ANY ENVIRONMENTAL ASSESSMENTS PERFORMED ON THE SAWS LAND) OR THE CONDITION OF THE SAWS LAND. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO AND PROTECT THE INDEMNIFIED PARTIES FROM DAMAGES CAUSED BY THE INDEMNIFIED PARTIES’ SOLE AND/OR CONCURRENT NEGLIGENCE AND/OR STRICT LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL OVERRIDE AND CONTROL ANY CONTRARY PROVISIONS IN THE TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101). THE OBLIGATIONS OF A PARTY TO INDEMNIFY THE INDEMNIFIED PARTIES AS PROVIDED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF WHETHER SUCH PARTY SUBMITS A BID TO PURCHASE THE SAWS LAND OR WHETHER SUCH PARTY’S BID IS ACCEPTED BY SAWS. THIS SECTION 5 SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT IF SUCH PARTY’S BID IS ACCEPTED BY SAWS. ALL ENTRIES ONTO THE SAWS LAND SHALL BE**

**CONDITIONED UPON SUCH INTERESTED PARTY'S EXECUTION OF THE "RELEASE AND INDEMNITY AGREEMENT" ATTACHED HERETO AS EXHIBIT "B".**

6. Bid Due Date. Sealed bids will be received until **2:00 P.M., on June 3, 2014** (the "Bid Due Deadline") at the address shown in Section 3d above.
7. Notice of Acceptance. SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within thirty (30) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within thirty (30) days of the Bid Deadline.
8. Title Exceptions. The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, and the Real Property Records of Atascosa County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, (iv) a reserved electrical easement in favor of CPS Energy (the "Reserved Electrical Easement") as described in the form of Deed (hereinafter defined) attached hereto as Exhibit "C" and (v) SAWS reservation of any unrestricted water rights relating to the SAWS Land set forth in Section 9 below, (collectively, the "Permitted Exceptions"). SAWS makes no representations about whether the SAWS Land has access to any public right of way.
9. SAWS Reservation of Water Rights. SAWS has previously transferred 259.000 acre feet per annum of unrestricted irrigation groundwater rights under EAA Initial Regular Permit No. P100-016 (AT00902B) to points of withdrawal located outside the SAWS Land (the "Reserved Water Rights"). For an avoidance of doubt, in connection with the Reserved Water Rights, SAWS, in the Deed Without Warranty to be executed by SAWS at the Closing (hereinafter defined), shall reserve unto itself, its successors and assigns, the Reserved Water Rights and all groundwater and groundwater estate related in any way to the Reserved Water Rights. SAWS further reserves unto itself the following personal property rights and incorporeal hereditaments associated with such Reserved Water Rights reservation: (a) applications, licenses, allotments and permits; (b) rights associated with the ownership of the wells located on the SAWS Land from June 1, 1972 through May 31, 1993, and the beneficial use of Edwards Aquifer water withdrawn from such wells from June 1, 1972, through May 31, 1993; and (c) rights derived from the filing of a Declaration of Historical Use of underground water withdrawn from the well located on the SAWS Land from June 1, 1972, through May 31, 1993. Notwithstanding the above, the Reserved Water Rights do not include the base irrigation groundwater that must run with the land as described in Section 10 below and do not impose any obligation or duty on SAWS to operate, maintain, repair, construct, reconstruct, plug or cap the wells located on the SAWS Land from and after Closing.
10. Water Rights That Run With The SAWS Land. The SAWS Land will be conveyed with the right to withdraw 259.000 acre-feet of Edwards Aquifer base irrigation groundwater per annum under and pursuant to the terms of Permit No. P100-015 (AT00902A).

SAWS makes no representations or warranties as to the amount of water used or available for use during the calendar year in which Closing occurs. The Successful Bidder shall be solely responsible for determining by meter reading or otherwise the amount of Edwards Aquifer base irrigation groundwater available pursuant to the terms of the Permit on the date of Closing, and shall be solely responsible for all fees, fines and penalties, if any, which may arise related to allowable production of groundwater under the Permit for the year in which Closing occurs.

11. As Is Condition.

**THE SAWS LAND WILL BE CONVEYED IN ITS PRESENT “AS IS” CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS LAND IN ITS PRESENT CONDITION. AS A MATERIAL PART OF THE CONSIDERATION FOR THE SALE OF THE SAWS LAND, SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS LAND MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE SAWS LAND. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES, AND HEREBY RELEASES SAWS AND ITS AGENTS, EMPLOYEES OR REPRESENTATIVES FROM ANY CLAIM, DEMAND OR CAUSE OF ACTION BASED IN WHOLE OR IN PART UPON ANY RELIANCE UPON ANY ALLEGED SILENCE, REPRESENTATION OR NON-DISCLOSURE BY SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. SUCCESSFUL BIDDER TAKES THE SAWS LAND UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. SUCCESSFUL BIDDER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. SUCCESSFUL BIDDER HAS AGREED TO DISCLAIM RELIANCE ON SAWS AND TO ACCEPT THE SAWS LAND “AS-IS” WITH FULL AWARENESS THAT THE SAWS LAND’S PRIOR USES OR OTHER MATTER COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND SUCCESSFUL BIDDER CONFIRMS THAT SUCCESSFUL BIDDER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH.**



**SUCCESSFUL BIDDER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY SUCCESSFUL BIDDER OTHERWISE MIGHT HAVE. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.**

12. Inspections and Assessments of SAWS Land. Within thirty (30) calendar days of the date that the notice of acceptance described in Section 7 above is delivered to the Successful Bidder (the “Inspection Period”), the Successful Bidder shall conduct, at the Successful Bidder’s sole cost, any inspections and environmental assessments on the SAWS Land that the Successful Bidder may elect, subject to the indemnity and other provisions of Section 5 of this Agreement, and shall, if offering cash for the SAWS Land, secure any financing needed to purchase the SAWS Land. The Successful Bidder’s failure to conduct inspections and environmental assessments and secure financing shall not excuse the Successful Bidder from any obligations under this Agreement. However, in the event that the Successful Bidder obtains a Phase I environmental site assessment of the SAWS Land (“Successful Bidder’s Phase I”) from an Environmental Professional (as defined in 40 CFR Part 312.10(b)) on or before the expiration of the Inspection Period that (i) materially and adversely differs from the results of the environmental site assessment or report included as part of the Property Information Documents (hereinafter defined in Section 21 below) or (ii) if the Property Information Documents did not include a environmental site assessment or report, recommends a Phase II environmental site assessment or other invasive environmental site assessment be performed on the SAWS Land, then in the case of either of (i) or (ii) hereinabove, if a copy of the Successful Bidder’s Phase I is delivered to SAWS within the Inspection Period, the Successful Bidder may terminate this Agreement by delivering written notice to SAWS within the Inspection Period and receive back the Bid Deposit. If an Environmental Professional (as defined in 40 CFR Part 312.10(b)) desires to communicate with SAWS, the communication must be in writing and delivered to SAWS at the address stated in Section 21, below. The Successful Bidder may not conduct a Phase II environmental site assessment on the SAWS Land, or other invasive tests, including boring and drilling, upon the SAWS Land, without SAWS’ prior written consent, a condition of which shall be SAWS approval, in SAWS reasonable discretion, of Successful Bidder’s plan for conducting such Phase II environmental site assessment or other invasive tests on the SAWS Land.
13. Water Rights in Lieu of Cash. As set forth in Section 1 above, bidder may offer Offered Water Rights in lieu of cash for all or part of the Bid Price. The following provisions apply to an offer of Offered Water Rights in lieu of cash for all or part of the Bid Price:
  - A. Documents Provided to SAWS with Bid. **At the time this Agreement is submitted, bidder shall deliver to SAWS true, correct, and complete copies of the following documents:**

(1) bidder's most recent Initial Regular Permit issued by the Edwards Aquifer Authority for the Offered Water Rights,

(2) the signed bidder's consent form attached hereto as Exhibit "D" granting SAWS access to bidder's records maintained by the Edwards Aquifer Authority ("EAA") relating to the transferability and use of the Offered Water Rights and compliance with the EAA Act and Rules; and

(3) copies of all contracts and agreements affecting the Offered Water Rights, including without limitation, leases, options to buy, rights of first refusal, and all amendments, modifications, and supplements thereto. Up to and through Closing bidder shall promptly advise SAWS in writing of any changes to any of the documents or information to be provided by bidder under this paragraph, and provide SAWS true, correct, and complete copies of such changes.

B. Documents Provided to SAWS at Closing. The Successful Bidder shall deliver at Closing the following documents executed and acknowledged by the Successful Bidder:

(1) a warranty water deed, bill of sale and assignment of permit for the Offered Water Rights in substantially the same form attached hereto as Exhibit "E", conveying title to the Offered Water Rights free of all liens, leases, fines, encumbrances and past-due fees;

(2) an Application to Transfer and Amend Initial Regular Permit and/or Notice of Transfer of Ownership forms to transfer the Offered Water Rights to SAWS, or such other forms required by the EAA to fully vest title to the Offered Water Rights in SAWS (collectively, the "EAA Water Rights Transfer Documents");

(3) a "Bills Paid Affidavit" verifying that there are no unpaid bills or claims which may affect the Offered Water Rights up to and through the date of Closing; and

(4) If all or any portion of the Offered Water Rights are leased to SAWS, a full or partial termination, as the case may be, of the lease of such Offered Water Rights, in substantially the form attached hereto as Exhibit "G", such that at Closing, the Offered Water Rights shall be free and clear of such SAWS lease.

C. Further Assurances. In the event SAWS accepts the Offered Water Rights, the Successful Bidder shall cooperate with SAWS and take any and all action necessary to fully vest title free and clear of all liens, leases, fines and encumbrances to the Offered Water Rights in SAWS, including, without limitation, providing additional information to the EAA, executing and delivering any documents or instruments to the EAA necessary to effectuate this transaction, and paying any EAA fees, fines, or charges attributable to the Successful Bidder or Offered Water Rights for periods prior to the date of Closing. If Successful Bidder cannot, at Closing, convey title to the Offered Water Rights free and clear of all liens, leases and encumbrances, such condition shall constitute a default by Successful Bidder under this Agreement. The Successful Bidder's obligations under this Section 13C shall survive Closing.

14. Closing Documents from SAWS. SAWS will convey the SAWS Land to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as Exhibit "C". The Deed contains a water rights reservation for the Reserved Water Rights in favor

of SAWS and a reservation of the Reserved Electrical Easement. The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. If any portion of the Bid Price, if applicable, is financed by a third party lender, SAWS agrees to include a reservation of a vender's lien in the Deed for the benefit of such lender. SAWS and the Successful Bidder agree to execute any other closing documents that may be reasonably required by the Title Company. SAWS will join the Successful Bidder, in executing such documents required by the Edwards Aquifer Authority to transfer the base irrigation groundwater rights described in Section 10 into the Successful Bidder's name and Successful Bidder shall be responsible for filing such document(s) at its expense with the Edwards Aquifer Authority.

15. Closing. Subject to SAWS' Board of Trustees acceptance of the selected bid, the closing date ("Closing") will be on the first business day occurring ninety (90) days after SAWS executes this Agreement; provided, however, that the date of Closing may be extended or accelerated upon the mutual agreement of the SAWS and the Successful Bidder, or may be extended for a reasonable period of time by SAWS if necessary to satisfy any title requirements related to the Offered Water Rights. The Closing will be at the office of the following title company ("Title Company"):

Alamo Title Company  
18618 Tuscan Stone, Suite 240  
San Antonio, Texas 78258  
210-490-1313

At Closing, the Successful Bidder shall pay the Bid Price (as defined in Section 24), as reduced by the Bid Deposit previously paid to SAWS, in cash, immediate good funds equivalent and/or as applicable in the case of Offered Water Rights, by execution of the documents described in Paragraph 13 hereinabove.

- a. Conditions to Closing. This Purchase Agreement is subject to the approval of the Board of Trustees of the San Antonio Water System. In the event that this Purchase Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before Closing (previously defined), notwithstanding any provision herein to the contrary, this Purchase Agreement shall automatically terminate and the Bid Deposit, if any, shall be returned to Successful Bidder, and neither party shall have any further rights or duties hereunder, except those that expressly survive termination.
16. Title Policy. Without extending the date for Closing, Successful Bidder may obtain, at its expense, a standard TLTA owner's policy for title insurance for the SAWS Land, in a policy amount equal the Bid Price, subject to all standard exceptions to title, to be issued by Title Company within a reasonable period of time following Closing. Successful Bidder is responsible for all costs for the title policy and any additional endorsements or modifications to such title policy. SAWS may, in its discretion and at its expense, obtain title insurance for Offered Water Rights accepted by SAWS and, notwithstanding the

selection of Title Company, may escrow this Agreement, in whole or in part, as necessary, to a title company that will insure the Offered Water Rights .

17. Taxes and fees shall be prorated as follows:
  - A. Taxes and Fees on SAWS Land. The SAWS Land is presently exempt from real estate taxes. Maintenance fees, assessments, dues and rents will be prorated through the Closing date. Real estate taxes on the SAWS Land for the year of Closing and future years will be the obligation of the Successful Bidder, except for any Leasehold Taxes up to the date of Closing, which will be the obligation of SAWS. If this sale or the Successful Bidder's use of the SAWS Land after Closing results in the assessment of additional taxes, penalties or interest, including without limitation "rollback taxes" (the "Assessments") for periods prior to Closing, the Assessments will be the obligation of the Successful Bidder. All EAA fees, including Aquifer Management Fees, attributable to the base irrigation groundwater rights running with the SAWS Land for periods after Closing shall be responsibility of Successful Bidder. Obligations imposed by this Section 17A shall survive Closing.
  - B. Offered Water Rights Fees. If Offered Water Rights are offered in lieu of cash and are accepted by SAWS, the current rents, fees (other than EAA fees), assessments, and taxes, if any, on the Offered Water Rights will be prorated to the date of the Closing. All other bills, expenses and EAA fees attributable to the Offered Water Rights up to the Closing will be paid by the Successful Bidder, except as set forth in this section. SAWS will pay all EAA transfer fees and recording fees related to Offered Water Rights accepted by and transferred to SAWS. For the calendar year in which the transfer of Offered Water Rights is closed, SAWS will pay the EAA Aquifer Management Water Fees for the amount of the Offered Water Rights that are transferred to SAWS and available for withdrawal by SAWS in that year, including fees for Offered Water Rights that are available for withdrawal but for EAA Demand Management Critical Period rules. For each year following the year in which the transfer of Offered Water Rights is closed, SAWS will pay the Aquifer Management Fees for all Offered Water Rights transferred to SAWS. The obligations of the Successful Bidder and SAWS under this Section 17B shall survive Closing.
18. Broker's Commission. If and only if the sale from SAWS to Successful Bidder closes pursuant to this Agreement, SAWS will pay at closing a two percent (2.0%) brokerage fee (the "Commission") to the real estate broker representing the Successful Bidder for the SAWS Land. As a condition to SAWS' obligation to pay the Commission, Successful Bidder must identify Bidder's Broker in Section 24 below and attach to this Agreement upon submittal of the bid a copy of a written brokerage agreement by and between Bidder's Broker and Successful Bidder indicating Bidder's Broker's exclusive representation of Successful Bidder. The Successful Bidder represents and warrants that no broker other than Bidder's Broker as identified in Section 24 represents Successful Bidder and Successful Bidder hereby agrees to defend, indemnify and hold harmless SAWS and COSA for any claims for a brokerage fee or commission, other than the

Commission under the terms and conditions set forth hereinabove, resulting from this transaction. The Successful Bidder's obligation to indemnify under this Section 18 shall survive Closing.

19. Closing Costs. Any escrow fee charged by the Title Company shall be paid equally by SAWS and the Successful Bidder. Each party will be responsible for paying its own attorney's fees and the cost of recording or filing any documents delivered to it or them at Closing. All other closing costs are as set forth in this Agreement.
20. Default. If for any reason the Successful Bidder fails to comply with any of the provisions of this Agreement, or if any of the representations or warranties of the Successful Bidder contained in this Agreement are incorrect or become incorrect or untrue, SAWS, at its election, may (i) terminate this Agreement and retain the Bid Deposit, (ii) waive any unmet requirements and proceed to Closing, (iii) enforce specific performance of this Agreement, or (iv) pursue any remedies it may have at law or in equity. If SAWS fails to comply with this Agreement, the Successful Bidder's sole remedy under this Agreement shall be to terminate this Agreement, and so long as the Successful Bidder is not also in default, the Bid Deposit shall be returned by SAWS to the Successful Bidder.
21. Property Information SAWS has obtained information on the SAWS Land, set forth in more detail in Exhibit "F" attached hereto (the "Property Information Documents"), which will be made available to all prospective bidders at [www.saws.org](http://www.saws.org). In addition, a hard copy may be obtained at:

San Antonio Water System  
Contract Administration Division  
2800 U.S. Hwy 281 North  
Customer Service Building, Suite 171  
San Antonio, Texas 78212

SAWS does not make any representation or warranty as to the quality, accuracy or completeness of any data or information contained in the Property Information Documents, and advises the Successful Bidder to independently verify any such data or information. If the Property Information Documents include a Phase I environmental assessment, SAWS does not warrant whether it will qualify Successful Bidder as an "innocent purchaser" under CERCLA, 42 USC 9601 et seq. and the Texas Solid Waste Disposal Act, Texas Health and Safety Code Chapter 361 et seq., and SAWS recommends that the Successful Bidder conduct its own environmental assessment of the SAWS Land. Further, SAWS does not represent or warrant that the Property Information Documents constitute all of the documents in SAWS possession related to the SAWS Land.

22. Notices. Any notices to be given hereunder by or to the Successful Bidder shall be given by transmitting by fax machine to the number shown below, placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address

shown below or such other addresses as the respective party may direct in writing to the other, or by personal or overnight delivery to such address, and such notice shall be deemed delivered upon such fax transmission with proof of transmission, placing in the mail, or upon such personal or overnight delivery:

a. SAWS            Bruce Haby  
                         Manager, Corporate Real Estate  
                         San Antonio Water System  
                         2800 U.S. Hwy 281 North  
                         San Antonio, Texas 78212  
                         Facsimile: (210) 233-5388

with a copy to:    Mark Brewton, Corporate Counsel  
                         San Antonio Water System  
                         2800 U.S. Hwy 281 North  
                         San Antonio, Texas 78212  
                         Facsimile: (210) 233-4587

b. Bidder            As set out in Section 24 below.

23. Right to Reject. SAWS reserves the right to reject any and all offers to purchase the SAWS Land or exchange Offered Water Rights for the SAWS Land and nothing in this Agreement shall require SAWS to accept any offer or to complete a sale or exchange of the SAWS' Land. In evaluating cash bids as against Offered Water Rights, SAWS may accept the "best bid" taking into account SAWS determination of the need for and value of Offered Water Rights.

24. Bid Information.

a. SURPLUS PROPERTY:  
SAWS BID SOLICITATION NO. RE-13-026-DB  
Kye Mask Farm  
Bexar/Atascosa County, Texas

b. BIDDER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

c. CASH BID PRICE: \$ \_\_\_\_\_ (cash)

NOTE: THE MINIMUM BID IS \$1,600,000.00.

ANY BID BELOW \$1,600,000.00 WILL BE AUTOMATICALLY REJECTED.

d. \*OFFERED WATER RIGHTS: \_\_\_\_\_ acre-feet per annum of unrestricted EAA water rights.

\*EAA Permit No. \_\_\_\_\_.  
(\*please specify acre-feet of water and applicable permit number)

(If water rights are being offered under more than one EAA Permit, list each EAA Permit Number and the amount of water rights that are being offered under each).

e. BIDDER'S BROKER (if any): \_\_\_\_\_  
License No: \_\_\_\_\_

25. Disclaimers.

a. **Notice Regarding Title. THE TEXAS REAL ESTATE LICENSE ACT REQUIRES A REAL ESTATE AGENT TO ADVISE A BUYER THAT BUYER SHOULD HAVE AN ATTORNEY EXAMINE AN ABSTRACT OF TITLE TO THE PROPERTY BEING PURCHASED; OR A TITLE INSURANCE POLICY SHOULD BE OBTAINED. NOTICE TO THAT EFFECT IS HEREBY GIVEN TO BIDDER.**

b. **Notice Regarding Possible Liability for Additional Taxes (Texas Property Code-Section 5.010). If for the current ad valorem tax year the taxable value of the SAWS Land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the SAWS Land at less than its market value, the person to whom the SAWS Land is transferred may not be allowed to qualify the SAWS Land for that special appraisal in a subsequent tax year and the SAWS Land may then be appraised at its full market value. In addition, the transfer of the SAWS Land or a subsequent change in the use of the SAWS Land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the SAWS Land. The taxable value of the SAWS Land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the SAWS Land is located.**

c. **Annexation Disclosures. If the SAWS Land that is the subject of this Contract is located outside the limits of a municipality, the SAWS Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the SAWS Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a**

**municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the SAWS Land for further information.**

- d. **Utility District. Successful Bidder agrees that if the SAWS Land is situated in any utility district, Successful Bidder will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 50.301 of the Texas Water Code.**
  - e. **Notice of Water and Sewer Service. To SAWS knowledge, the SAWS Land has a Certificate of Convenience and Necessity (CCN) for water or sewer service held by the San Antonio Water System. There may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the SAWS Land. You are advised to contact the applicable utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the SAWS Land.**
  - f. **Lead Paint Disclosure. The Successful Bidder agrees and acknowledges that the SAWS Land is not “residential real property” subject to any federally mandated lead paint disclosures.**
  - g. **Property Condition Disclosure. The Successful Bidder agrees and acknowledges that any dwelling or residential building, if any, located on the SAWS Land has a value less than five percent (5%) of the overall value of the SAWS Land and therefore SAWS' is not required to submit any property condition disclosure pursuant to Texas Property Code Sec. 5.008. Additionally, the Successful Bidder agrees and acknowledges that the SAWS Land is not "residential real property" subject to any federally mandated lead paint disclosures.**
26. **Entire Agreement. This Agreement and the Exhibits attached hereto contain all agreements between the parties hereto and no agreement not contained herein shall be recognized by the parties. The captions used herein are for convenience only and shall not be used to construe this Agreement. Exhibits “A” – “G” attached hereto are incorporated herein for all purposes.**
27. **Governing Law. This Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.**
28. **Binding Effect. By signing below, the bidder agrees that if SAWS accepts the Bid Price, including, if applicable, any Offered Water Rights, bidder will purchase the SAWS Land, and, to the extent applicable, exchange the Offered Water Rights for the SAWS Land in accordance with the provisions hereof and will comply with and be bound by the terms and conditions set out herein. All representations, warranties, covenants and obligations of bidder herein shall survive Closing.**



**(Signatures appear on the following pages)**

IN WITNESS WHEREOF, the party submitting this bid has caused this Agreement for that tract of land located in Bexar and Atascosa Counties, Texas, more particularly described in Exhibit "A" attached hereto to be duly executed and delivered (in the case of a party that is an entity, by their proper and duly authorized officer) as of the day and year written below, and each undersigned represents and warrants to SAWS that such person has the authority to execute and deliver this Agreement on behalf of the person or entity for which he/she is signing.

**Executed by bidder this the \_\_\_ day of \_\_\_\_\_, 2014.**

BIDDER\*: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BIDDER\*: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*If there is more than one bidder, each bidder must sign. If married, your spouse must join in this Agreement,

**ACKNOWLEDGEMENTS**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§

**BEFORE ME,** the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ known by me to be the person whose name is subscribed to the foregoing instrument and that such person has executed the same as \_\_\_\_\_ for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2014.**

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGEMENTS**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§

**BEFORE ME,** the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ known by me to be the person whose name is subscribed to the foregoing instrument and that such person has executed the same as \_\_\_\_\_ for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2014.**

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

Bid accepted by SAWS this \_\_\_\_ day of \_\_\_\_\_, 2014.

**SAN ANTONIO WATER SYSTEM:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibits to Purchase Agreement:

Exhibit "A" – Description of SAWS Land

Exhibit "B" – Release and Indemnity Agreement

Exhibit "C" – Form of Deed Without Warranty

Exhibit "D" - Bidder's Consent Form\*

Exhibit "E" – Warranty Water Deed, Bill of Sale and Assignment of Permit\*

Exhibit "F" – List of Property Information Documents (grouped in a separate document)

Exhibit "G" – Termination of Lease\* (If applicable)

\*Only for use if offering Edwards Aquifer water rights in lieu of cash

**RECEIPT OF AGREEMENT AND INSTRUCTIONS**

Receipt of the foregoing Agreement and Instructions is hereby acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. .

Alamo Title Company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A" TO PURCHASE AGREEMENT**

**DESCRIPTION OF SAWS LAND**

Being 268.132 acres of land, more or less, in Bexar and Atascosa Counties, out of the Andres Krust Survey No. 437, Abstract No. 402, the Andres Krust Survey No. 438, Abstract No. 403, the William Klemeke Survey No. 441, Abstract No. 1234 (Bexar County), Abstract No. 519 (Atascosa County), and being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

**FIELD NOTES DESCRIBING  
268.132 ACRES OF LAND  
IN BEXAR AND ATASCOSA COUNTY, TEXAS**

Being 268.132 acres of land situated partially within the Andres Krust Survey Number 438, Abstract 403, County Block 4265, the William Klemeke Survey Number 439, Abstract 401, County Block 4266, and the William Klemeke Survey Number 441, Abstract 1234, County Block 4267, located within Bexar County and Atascosa County, Texas. Said 268.132 acres of land being that same property as described in Warranty Deed, dated December 29, 1994, Grantor: Lackland Water Company, LTD., Grantee: Jerry K. Mask and wife, Linda G. Mask and recorded in volume 6303, page 1098 of the Real Property Records of Bexar County, Texas. The bearings recited herein are based on the above Warranty Deed recorded in volume 6303, page 1098. A plat has been prepared to accompany these field notes. Said 268.132 acres of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a found iron pin being the northeast corner of Lot 18 and the southeast corner of Lot 19, Rolling Meadow Subdivision as shown on plat recorded in volume 8500, page 112 of the map and plat records of Bexar County, Texas. Said iron pin being the most westerly corner of this herein described 268.132 acre tract of land;

**THENCE** leaving the east line of Rolling Meadow Subdivision, generally with a barbed wire fence, North 81°25'13" East, 354.91 feet to a found iron pin;

**THENCE** North 00°00'27" West, 643.26 feet to a set iron pin;

**THENCE** North 85°50'24" East, 854.17 feet to a found iron pin;

**THENCE** North 86°27'37" East, 1,702.51 feet to a found iron pin;

**THENCE** leaving the barbed wire fence and generally with a wood fence, North 02°35'57" East, 1,812.95 feet to a found iron pin on the south right-of-way of I. H. Highway Number 35 (South);

**THENCE** leaving the wood fence and generally with a barbed wire fence, and with the south right-of-way of I. H. Highway Number 35 (South), North 71°34'43" East, 225.56 feet to a found iron pipe;

**THENCE** leaving the south right-of-way of I. H. Highway Number 35 (South), leaving the barbed wire fence, generally with a chain link fence, and later generally with a barbed wire fence, South 89°46'40" East, 1,545.77 feet to a set iron pin at a fence intersection. Said set iron pin being the northeast corner of this herein described 268.132 acres of land;

**THENCE** generally with a barbed wire fence, South 00°20'41" East, 415.38 feet to a set iron pin

**THENCE** South 00°48'32" East, 210.62 feet to a set iron pin;

THENCE South 00°57'00" East, 1,521.72 feet to a set iron pin;

THENCE South 00°24'27" East, 408.07 feet to a set iron pin;

THENCE South 00°04'50" West, 1,191.10 feet to a set iron pin at a fence intersection and being the southeast corner of this herein described 268.132 acres of land;

THENCE continuing generally with a barbed wire fence, North 89°41'07" West, 821.03 feet to a set iron pin;

THENCE North 89°07'57" West, 144.50 feet to a set iron pin;

THENCE North 89°41'50" West, 204.39 feet to a set iron pin;

THENCE North 89°39'13" West, 866.63 feet to a set iron pin;

THENCE South 89°53'40" West, 235.12 feet to a set iron pin;

THENCE North 89°35'21" West, 293.28 feet to a set iron pin;

THENCE North 89°01'54" West, 244.24 feet to a found iron pin;

THENCE North 89°45'12" West, 1,207.73 feet to a set iron pin;

THENCE North 88°45'46" West, 297.70 feet to a set iron pin;

THENCE North 89°10'07" West, 369.22 feet to a found iron pin being the southwest corner of this herein described 268.132 acres of land;

THENCE North 00°28'36" East, 617.64 feet to a found iron pin being the southeast corner of the hereinabove Rolling Meadow Subdivision;

THENCE with the east line of Rolling Meadow Subdivision, North 15°24'40" West, 366.74 feet to the Place of Beginning and containing, approximately 237.112 acres in Bexar County, and approximately 31.020 acres in Atascosa County, 268.132 total acres of land according to a survey made on the ground under my supervision on October 4, 1998.



Bill Callender  
Registered Professional Land Surveyor  
No. 4777

**EXHIBIT "B" TO PURCHASE AGREEMENT**  
**RELEASE AND INDEMNITY AGREEMENT**

In consideration for receiving permission from the San Antonio Water System ("SAWS") to enter upon the real property located in Uvalde County, Texas and described on Exhibit "A" attached hereto and incorporated herein (the "Property"), the undersigned ("Releasor") hereby agrees to and acknowledges the following:

1. **COMPLIANCE WITH RULES AND SAFETY REQUIREMENTS.** Releasor and its agents, employees and contractors shall at all times during their entry upon the Property cooperate and comply with all rules and safety requirements for the Property.

2. **RESTORATION.** Following Releasor's entry upon the Property, Releasor must restore at no cost to SAWS any damage to the Property caused by Releasor or its agents, employees and contractors.

3. **RELEASE.** The City of San Antonio ("COSA") and SAWS and their officers, employees, agents and fiduciaries shall not be liable for any injury, loss or damage suffered by Releasor or its agents, employees and contractors on or upon the Property **EVEN IF SUCH INJURY, LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL ACT OF COSA OR SAWS, THEIR AGENTS, EMPLOYEES OR CONTRACTORS, OR ANY OTHER PERSON OPERATING AT THE PROPERTY.**

4. **INDEMNIFICATION.** **RELEASOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COSA AND SAWS, THEIR OFFICERS, EMPLOYEES, AGENTS AND FIDUCIARIES (COLLECTIVELY "THE INDEMNIFIED PARTIES") FROM ANY AND ALL DAMAGES, CLAIMS AND LOSSES OF ANY NATURE, INCLUDING THOSE ASSOCIATED WITH PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH, ATTORNEY'S FEES AND COURT COSTS, ARISING FROM THE RELEASOR'S OR THE RELEASOR'S AGENTS' OR CONTRACTORS' PRESENCE ON OR USE OR INSPECTION OF THE PROPERTY (INCLUDING ANY ENVIRONMENTAL ASSESSMENTS PERFORMED ON THE PROPERTY) OR THE CONDITION OF THE PROPERTY. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO AND PROTECT THE INDEMNIFIED PARTIES FROM DAMAGES CAUSED BY THE INDEMNIFIED PARTIES' SOLE AND/OR CONCURRENT NEGLIGENCE AND/OR STRICT LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL OVERRIDE AND CONTROL ANY CONTRARY PROVISIONS IN THE TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101).**



5. **BINDING EFFECT.** This agreement is binding upon Releasor and its successors. This agreement may not be assigned by Releasor.

DATED \_\_\_\_\_.

**RELEASOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments

Exhibit "A" – Property Description

**EXHIBIT "A"**

**To Release and Indemnity Agreement**

**DESCRIPTION OF SAWS LAND**

Being 268.132 acres of land, more or less, in Bexar and Atascosa Counties, out of the Andres Krust Survey No. 437, Abstract No. 402, the Andres Krust Survey No. 438, Abstract No. 403, the William Klemeke Survey No. 441, Abstract No. 1234 (Bexar County), Abstract No. 519 (Atascosa County), and being more particularly described in metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

**FIELD NOTES DESCRIBING  
268.132 ACRES OF LAND  
IN BEXAR AND ATASCOSA COUNTY, TEXAS**

Being 268.132 acres of land situated partially within the Andres Krust Survey Number 438, Abstract 403, County Block 4265, the William Klemeke Survey Number 439, Abstract 401, County Block 4266, and the William Klemeke Survey Number 441, Abstract 1234, County Block 4267, located within Bexar County and Atascosa County, Texas. Said 268.132 acres of land being that same property as described in Warranty Deed, dated December 29, 1994, Grantor: Lackland Water Company, LTD., Grantee: Jerry K. Mask and wife, Linda G. Mask and recorded in volume 6303, page 1098 of the Real Property Records of Bexar County, Texas. The bearings recited herein are based on the above Warranty Deed recorded in volume 6303, page 1098. A plat has been prepared to accompany these field notes. Said 268.132 acres of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a found iron pin being the northeast corner of Lot 18 and the southeast corner of Lot 19, Rolling Meadow Subdivision as shown on plat recorded in volume 8500, page 112 of the map and plat records of Bexar County, Texas. Said iron pin being the most westerly corner of this herein described 268.132 acre tract of land;

**THENCE** leaving the east line of Rolling Meadow Subdivision, generally with a barbed wire fence, North 81°25'13" East, 354.91 feet to a found iron pin;

**THENCE** North 00°00'27" West, 643.26 feet to a set iron pin;

**THENCE** North 85°50'24" East, 854.17 feet to a found iron pin;

**THENCE** North 86°27'37" East, 1,702.51 feet to a found iron pin;

**THENCE** leaving the barbed wire fence and generally with a wood fence, North 02°35'57" East, 1,812.95 feet to a found iron pin on the south right-of-way of I. H. Highway Number 35 (South);

**THENCE** leaving the wood fence and generally with a barbed wire fence, and with the south right-of-way of I. H. Highway Number 35 (South), North 71°34'43" East, 225.56 feet to a found iron pipe;

**THENCE** leaving the south right-of-way of I. H. Highway Number 35 (South), leaving the barbed wire fence, generally with a chain link fence, and later generally with a barbed wire fence, South 89°46'40" East, 1,545.77 feet to a set iron pin at a fence intersection. Said set iron pin being the northeast corner of this herein described 268.132 acres of land;

**THENCE** generally with a barbed wire fence, South 00°20'41" East, 415.38 feet to a set iron pin

**THENCE** South 00°48'32" East, 210.62 feet to a set iron pin;

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Bill Callender  
Registered Professional Land Surveyor  
No. 4777

**EXHIBIT “C” TO PURCHASE AGREEMENT**  
**FORM OF DEED WITHOUT WARRANTY**

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

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

**Effective Date:**

**Grantor:**           City of San Antonio, acting by and through its San Antonio Water System

**Grantor's Mailing Address:**           P.O. Box 2449, San Antonio, Texas 78298-2449

**Grantee:**

**Grantee's Mailing Address:**

**Consideration:**       [\$10.00] or [Certain water rights conveyed of even date herewith to Grantor], and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** Approximately 268.132 acres in Bexar and Atascosa County, Texas being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the “Property”), together with the right to withdraw 259.000 acre-feet of Edwards Aquifer base irrigation groundwater per annum pursuant to the term of EAA Initial Regular Permit No. P 100-015 (AT00902A).

**Reservations from Conveyance** Grantor reserves from this conveyance:

1. All unrestricted Edwards Aquifer water rights currently or previously associated with the Property. No unrestricted Edwards Aquifer water rights are being transferred or conveyed with the Property, including but not limited to 259.000 acre feet of unrestricted water under EAA Initial Regular Permit No. P100-016 (AT00902B) which water rights have been transferred to points of withdrawal located outside the Property (the “Reserved Water Rights”). More specifically, Grantor expressly reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System and its successors and assigns, the Reserved Water Rights and all groundwater and groundwater estate relating to the Reserved Water Rights. Grantor further reserves unto on behalf of the San Antonio Water System, and for the

use, benefit and control of the San Antonio Water System and its successors and assigns the following personal property rights and incorporeal hereditaments associated with such Reserved Water Rights reservation: (a) applications, licenses, allotments and permits; (b) rights associated with the ownership of the wells located on the Property from June 1, 1972 through May 31, 1993, and the beneficial use of Edwards Aquifer water withdrawn from such wells from June 1, 1972, through May 31, 1993; and (c) rights derived from the filing of a Declaration of Historical Use of underground water withdrawn from the well located on the Property from June 1, 1972, through May 31, 1993. Notwithstanding the above, the Reserved Water Rights do not include the base irrigation groundwater that must run with the land as described hereinabove, and do not impose any obligation or duty on Grantor to operate, maintain, repair, construct, reconstruct, plug or cap the wells located on the Property from and after the date hereof.

2. A perpetual easement for the use, benefit and control of CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, a Municipal Board of the CITY OF SAN ANTONIO, for purpose of inspecting, patrolling, constructing, reconstructing, maintaining, removing and replacing electrical lines and related appurtenances upon, over and across the area described on **Exhibit "B"** attached hereto and incorporated herein (the "Easement Area"), together with (i) the right of ingress and egress over the Easement Area for the purpose of inspecting, patrolling, constructing, reconstructing, maintaining, removing and replacing said electrical lines and related appurtenances and (ii) the right to remove from the Easement Area by standard industry practices employed in vegetation management, all trees, and parts thereof, and any vegetation or obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

**Exceptions to Conveyance:** All visible and apparent easements, and all matters of record relating to the Property as shown in the Real Property Records of Bexar County and Atascosa County, Texas.

By accepting this deed, Grantee acknowledges that the **PROPERTY IS BEING CONVEYED IN ITS PRESENT "AS IS" CONDITION AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY.**

**GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS, AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTER COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION.**

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, subject to the Reservations from Conveyance and Exceptions to Conveyance, to have and to hold it to Grantee and Grantee's successors and assigns forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties.

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

This conveyance is being made subject to ad valorem taxes for the year 201\_\_ and all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are hereby assumed by Grantee.

**(Signatures appear on next page)**

**GRANTOR:**

CITY OF SAN ANTONIO, ACTING BY AND THROUGH ITS SAN ANTONIO WATER SYSTEM:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, \_\_\_\_\_ of the San Antonio Water System.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED BY GRANTEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.

After recording, return to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "A"**

**To Form of Deed without Warranty**

**DESCRIPTION OF SAWS LAND**

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**THENCE** leaving the east line of Rolling Meadow Subdivision, generally with a barbed wire fence, North 81°25'13" East, 354.91 feet to a found iron pin;

**THENCE** North 00°00'27" West, 643.26 feet to a set iron pin;

**THENCE** North 85°50'24" East, 854.17 feet to a found iron pin;

**THENCE** North 86°27'37" East, 1,702.51 feet to a found iron pin;

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**THENCE** leaving the wood fence and generally with a barbed wire fence, and with the south right-of-way of I. H. Highway Number 35 (South), North 71°34'43" East, 225.56 feet to a found iron pipe;

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**THENCE** South 00°48'32" East, 210.62 feet to a set iron pin;

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Bill Callender  
Registered Professional Land Surveyor  
No. 4777

**EXHIBIT "B"**

**To Form of Deed without Warranty**

**DESCRIPTION OF EASEMENT AREA**

**EXHIBIT "B"**  
**TO FORM OF DEED WITHOUT WARRANTY**



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.  
11550 IH 10 West, Suite 395  
San Antonio, TX 78230-1037  
T: 210-641-9999 F: 210-641-6440

Job No.: S0404011  
March 28, 2013

**DESCRIPTION OF A 100-FOOT WIDE  
ELECTRIC TRANSMISSION EASEMENT  
(5.702 ACRES)**

Being a 100-foot wide Electric Transmission Easement (5.702 acres of land), in County Block (C.B.) 4265, Bexar County, Texas, out of a 268.132 acre tract of land, described in Volume 15414, Page 1147, and Volume 7711, Page 854, both in the Official Public Records of Real Property, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2" rebar found on the south right-of-way line of IH-35 South, (R.O.W. ~ Varies, 300' Min.), at the common corner of said 268.132 acre tract and a 100.00 acre tract of land, described in Volume 7580, Page 30, Official Public Records of Real Property, Bexar County, Texas; thence South 02°26'12" West, a distance of 1,813.54 feet to a 1/2" rebar found; a common corner of the 268.132 acre tract and said 100.0 acre tract; thence South 86°17'52" West, a distance of 367.33 feet to a 1/2" rebar with a "CEC" plastic cap set, the **POINT OF BEGINNING**, a northerly corner of this easement;

THENCE South 74°33'20" East, crossing the 268.132 acre tract, a distance of 2,268.00 feet to a 1/2" rebar with a "CEC" plastic cap set, an angle point of this easement;

THENCE North 88°22'19" East, continuing across the 268.132 acre tract, a distance of 57.82 feet to a 1/2" rebar with a "CEC" plastic cap set on the common line of the 268.132 acre tract and a 74.92 acre tract of land described in Volume 14836, Page 20, Official Public Records of Real Property, Bexar County, Texas, and Volume 5551, Page 419, Deed Records, Bexar County, Texas, the most northeasterly corner of this easement;

THENCE South 00°34'12" East, coincident with said common line, a distance of 47.38 feet to a 1/2" rebar with a "CEC" plastic cap set at the common corner of said 74.92 acre tract and a 61.39 acre tract of land described in Volume 10316, Page 2077, Official Public Records of Real Property, Bexar County, Texas, an angle point of this easement;

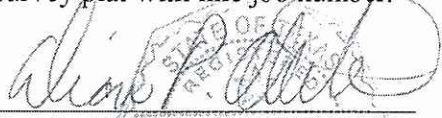
THENCE South 00°04'55" East, coincident with common line of the 268.132 acre tract and said 61.39 acre tract, a distance of 52.65 feet to a 1/2" rebar with a "CEC" plastic cap set, the most southeasterly corner of this easement;

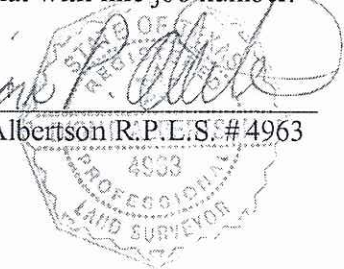
THENCE South 88°22'19" West, reentrant to and crossing the 268.132 acre tract, a distance of 70.53 feet to a 1/2" rebar with a "CEC" plastic cap set, an angle point of this easement;

THENCE North 74°33'20" West, continuing across the 268.132 acre tract, a distance of 2,571.03 feet to a 1/2" rebar with a "CEC" plastic cap set on the aforementioned common line of the 268.132 acre tract and the 100.00 acre tract, the most westerly corner of this easement;

THENCE North 86°17'52" East, coincident with said common line, a distance of 304.89 feet to the **POINT OF BEGINNING**, and containing 5.702 acres of land, more or less.

This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants. The basis of bearings recited herein is the Texas State Plane Coordinate System, South Central Zone (NAD83). There is a survey plat with like job number.

  
Dion P. Albertson R.P.E.S. #4963



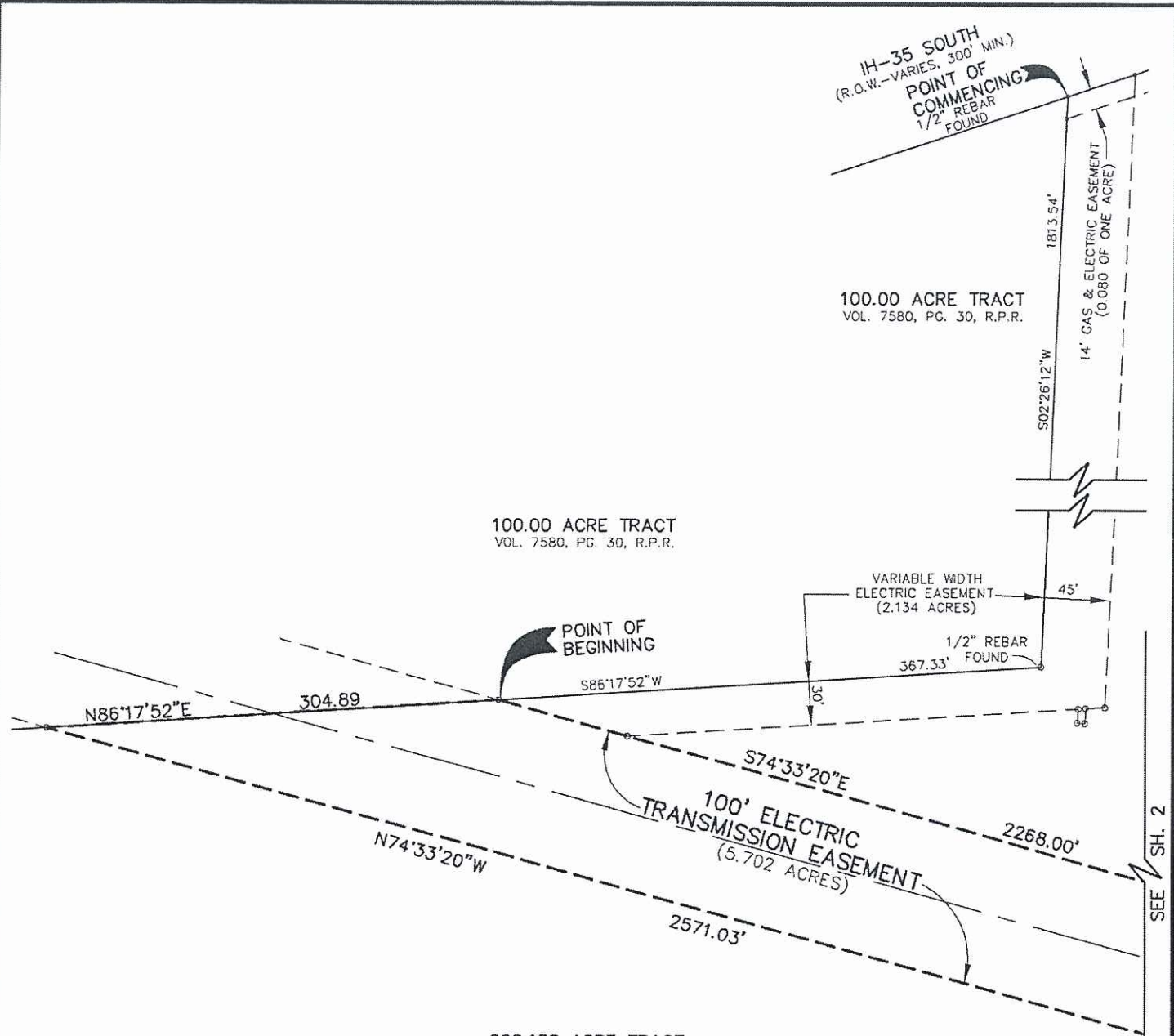


IH-35 SOUTH  
(R.O.W. - VARIES, 300' MIN.)  
POINT OF COMMENCING  
1/2" REBAR FOUND

100.00 ACRE TRACT  
VOL. 7580, PG. 30, R.P.R.

100.00 ACRE TRACT  
VOL. 7580, PG. 30, R.P.R.

268.132 ACRE TRACT  
VOL. 15414, PG. 1147, R.P.R.  
VOL. 7711, PG. 854, R.P.R.




**NOTES:**

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH EASEMENT CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. FIELD SURVEY COMPLETED 03/22/2013.
4. NOT ALL IMPROVEMENTS SHOW FOR CLARITY PURPOSES.
5. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.
6. D.R. DENOTES DEED RECORDS, BEXAR COUNTY, TEXAS.  
R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS



SCALE: 1" = 100'

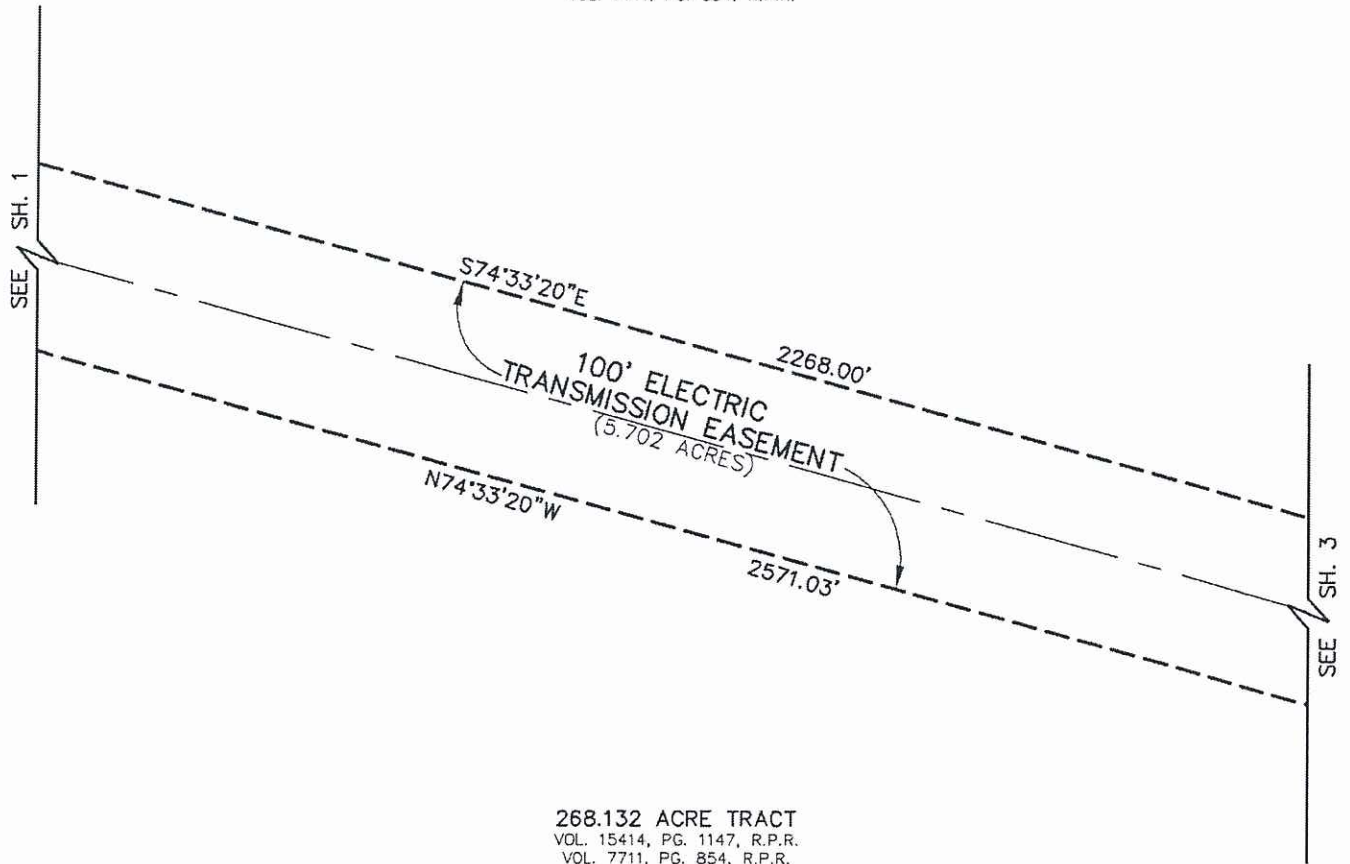


CIVIL ENGINEERING CONSULTANTS  
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11550 I.H. 10 WEST, SUITE 395  
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Email: survey@cecctexas.com  
Engineering No.: F-2214  
Surveying No.: 100410-00

EXHIBIT OF  
A 100-FOOT WIDE ELECTRIC TRANSMISSION EASEMENT,  
5.702 ACRES OF LAND,  
OUT OF A 268.132 ACRE TRACT OF LAND,  
ANDRES KRUST SURVEY No. 438,  
ABSTRACT No. 403, COUNTY BLOCK 4265,  
BEXAR COUNTY, TEXAS

DATE	3/28/2013
JOB NUMBER	S0404011
SHEET	1
OF	3

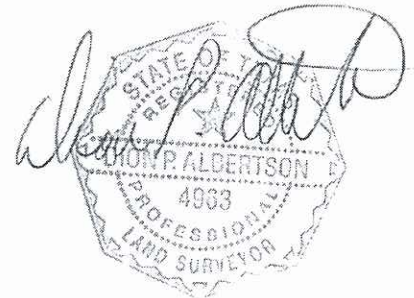
268.132 ACRE TRACT  
 VOL. 15414, PG. 1147, R.P.R.  
 VOL. 7711, PG. 854, R.P.R.



268.132 ACRE TRACT  
 VOL. 15414, PG. 1147, R.P.R.  
 VOL. 7711, PG. 854, R.P.R.

**NOTES:**

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH EASEMENT CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. FIELD SURVEY COMPLETED 03/22/2013.
4. NOT ALL IMPROVEMENTS SHOW FOR CLARITY PURPOSES.
5. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.
6. D.R. DENOTES DEED RECORDS, BEXAR COUNTY, TEXAS.  
 R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS



SCALE: 1" = 100'



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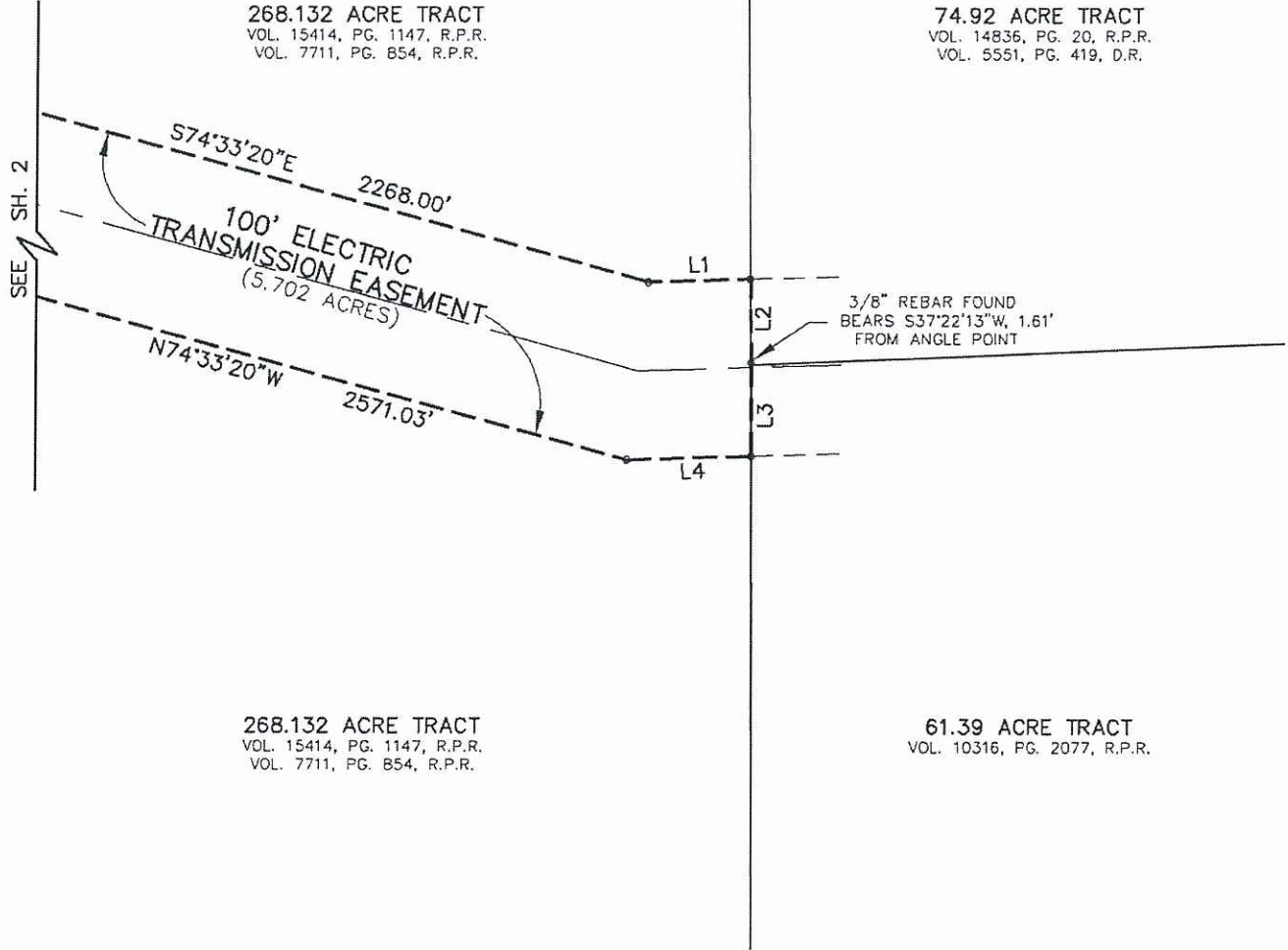
EXHIBIT OF  
 A 100-FOOT WIDE ELECTRIC TRANSMISSION EASEMENT,  
 5.702 ACRES OF LAND,  
 OUT OF A 268.132 ACRE TRACT OF LAND.

ANDRES KRUST SURVEY No. 438,  
 ABSTRACT No. 403, COUNTY BLOCK 4265,  
 BEXAR COUNTY, TEXAS

DATE	3/28/2013
JOB NUMBER	S0404011
SHEET	2
OF	3



LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°22'19"E	57.82'
L2	S00°34'12"E	47.38'
L3	S00°04'55"E	52.65'
L4	S88°22'19"W	70.53'



268.132 ACRE TRACT  
VOL. 15414, PG. 1147, R.P.R.  
VOL. 7711, PG. 854, R.P.R.

74.92 ACRE TRACT  
VOL. 14836, PG. 20, R.P.R.  
VOL. 5551, PG. 419, D.R.

268.132 ACRE TRACT  
VOL. 15414, PG. 1147, R.P.R.  
VOL. 7711, PG. 854, R.P.R.

61.39 ACRE TRACT  
VOL. 10316, PG. 2077, R.P.R.

**NOTES:**

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH EASEMENT CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. FIELD SURVEY COMPLETED 03/22/2013.
4. NOT ALL IMPROVEMENTS SHOW FOR CLARITY PURPOSES.
5. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.
6. D.R. DENOTES DEED RECORDS, BEXAR COUNTY, TEXAS.  
R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS



SCALE: 1" = 100'



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EXHIBIT OF  
A 100-FOOT WIDE ELECTRIC TRANSMISSION EASEMENT,  
5.702 ACRES OF LAND,  
OUT OF A 268.132 ACRE TRACT OF LAND,

ANDRES KRUST SURVEY No. 438,  
ABSTRACT No. 403, COUNTY BLOCK 4265,  
BEXAR COUNTY, TEXAS

DATE	3/28/2013
JOB NUMBER	S0404011
SHEET	3
OF	3



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.  
11550 IH 10 West, Suite 395  
San Antonio, TX 78230-1037  
T: 210-641-9999 F: 210-641-6440

Job No.: S0404011  
March 28, 2013

**DESCRIPTION OF A VARIABLE WIDTH ELECTRIC EASEMENT  
(2.134 ACRES)**

Being a Variable Width Electric Easement (2.134 acres of land), in County Block (C.B.) 4265, Bexar County, Texas, out of a 268.132 acre tract of land, described in Volume 15414, Page 1147, and Volume 7711, Page 854, both in the Official Public Records of Real Property, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" rebar found on the south right-of-way line of IH-35 South, (R.O.W. ~ Varies, 300' Min.), at the common corner of said 268.132 acre tract and a 100.00 acre tract of land, described in Volume 7580, Page 30, Official Public Records of Real Property, Bexar County, Texas, the **POINT OF BEGINNING**, a northerly corner of this easement;

THENCE North 71°38'23" East, coincident with the common line of said south right-of-way line of IH-35 South and the 268.132 acre tract, a distance of 48.14 feet to a 1/2" rebar with a "CEC" plastic cap set, the most northerly corner of this easement;

THENCE departing the south right-of-way line, crossing the 268.132 acre tract, the following courses:

South 02°26'12" West, a distance of 1,855.97 feet to a 1/2" rebar with a "CEC" plastic cap set, the most southeasterly corner of this easement;

South 86°17'52" West, a distance of 13.24 feet to a 1/2" rebar with a "CEC" plastic cap set, a reentrant corner of this easement;

South 03°15'49" West, a distance of 9.96 feet to a 1/2" rebar with a "CEC" plastic cap set, a southerly corner of this easement;

North 86°44'11" West, a distance of 5.00 feet to a 1/2" rebar with a "CEC" plastic cap set, a southerly corner of this easement

North 03°15'49" East, a distance of 9.35 feet to a 1/2" rebar with a "CEC" plastic cap set, a reentrant corner of this easement;


South 86°17'52" West, a distance of 304.68 feet to a 1/2" rebar with a "CEC" plastic cap set on the north line of a 100-foot Electric Transmission Easement, the most southwesterly corner of this easement;

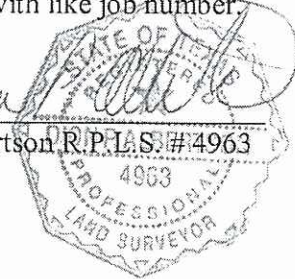
North 74°33'20" West, coincident with the north line of said Electric Transmission easement, a distance of 91.47 feet to a 1/2" rebar with a "CEC" plastic cap set on the common line of the 268.132 acre tract and the aforementioned 100.00 acre tract, the most westerly corner of this easement;

THENCE North 86°17'52" East, coincident with said common line, a distance of 367.33 feet to a 1/2" rebar found, a common corner of the 268.132 acre tract and said 100.00 acre tract, a reentrant corner of this easement;

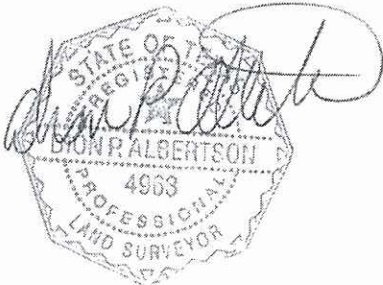
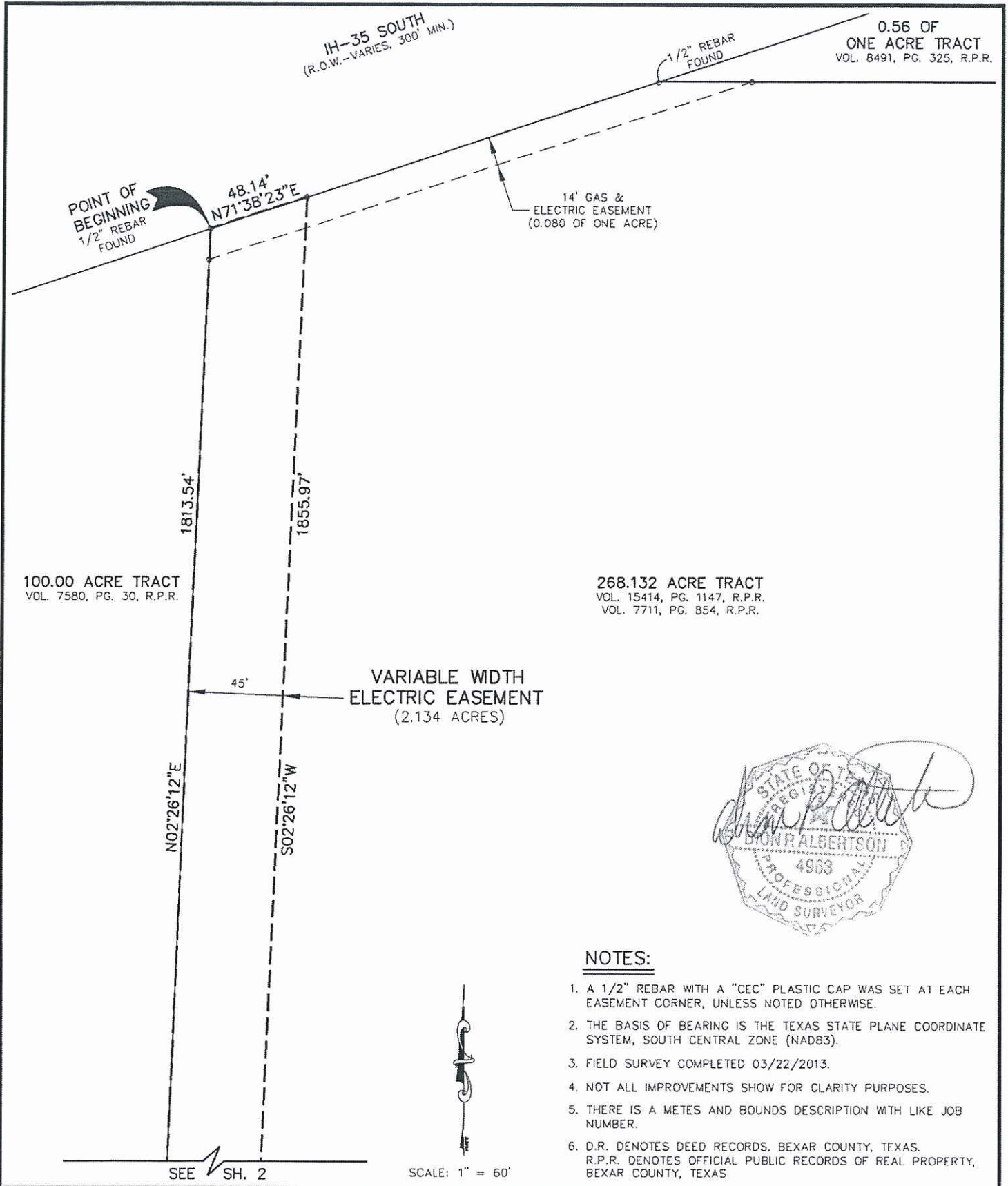
THENCE North 02°26'12" East, continuing coincident with said common line, a distance of 1,813.54 feet to the **POINT OF BEGINNING**, and containing 2.134 acres of land, more or less.

This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants. The basis of bearings recited herein is the Texas State Plane Coordinate System, South Central Zone (NAD83). There is a survey plat with like job number.

  
Dion P. Albertson, R.P.L.S. #4963

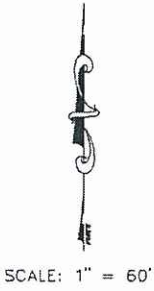






**NOTES:**

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH EASEMENT CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. FIELD SURVEY COMPLETED 03/22/2013.
4. NOT ALL IMPROVEMENTS SHOW FOR CLARITY PURPOSES.
5. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.
6. D.R. DENOTES DEED RECORDS. BEXAR COUNTY, TEXAS. R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS

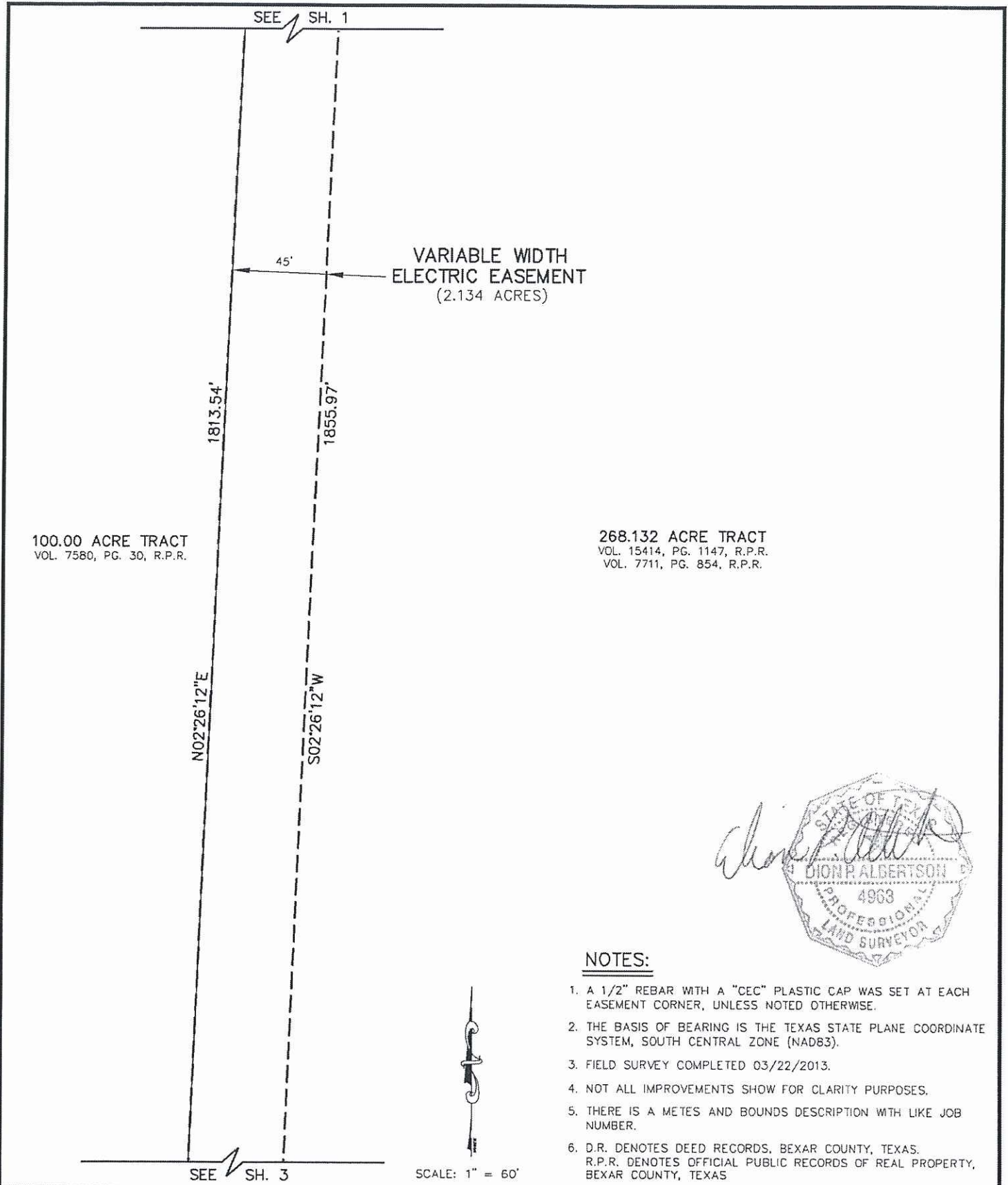


**CEC**  
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 Email: survey@cectexas.com  
 Engineering No.: F-2214  
 Surveying No.: 100410-00

**EXHIBIT OF**  
 A VARIABLE WIDTH ELECTRIC EASEMENT,  
 2.134 ACRES OF LAND,  
 OUT OF A 268.132 ACRE TRACT OF LAND,  
 ANDRES KRUST SURVEY No. 438,  
 ABSTRACT No. 403, COUNTY BLOCK 4265,  
 BEXAR COUNTY, TEXAS

DATE	3/28/2013
JOB NUMBER	S0404011
SHEET	1
OF	3

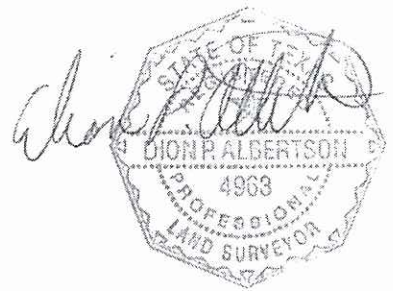
Exhibit D



100.00 ACRE TRACT  
VOL. 7580, PG. 30, R.P.R.

268.132 ACRE TRACT  
VOL. 15414, PG. 1147, R.P.R.  
VOL. 7711, PG. 854, R.P.R.

VARIABLE WIDTH  
ELECTRIC EASEMENT  
(2.134 ACRES)



NOTES:

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH EASEMENT CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. FIELD SURVEY COMPLETED 03/22/2013.
4. NOT ALL IMPROVEMENTS SHOW FOR CLARITY PURPOSES.
5. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.
6. D.R. DENOTES DEED RECORDS, BEXAR COUNTY, TEXAS.  
R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS

SCALE: 1" = 60'



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EXHIBIT OF  
A VARIABLE WIDTH ELECTRIC EASEMENT,  
2.134 ACRES OF LAND,  
OUT OF A 268.132 ACRE TRACT OF LAND,

ANDRES KRUST SURVEY No. 438,  
ABSTRACT No. 403, COUNTY BLOCK 4265,  
BEXAR COUNTY, TEXAS

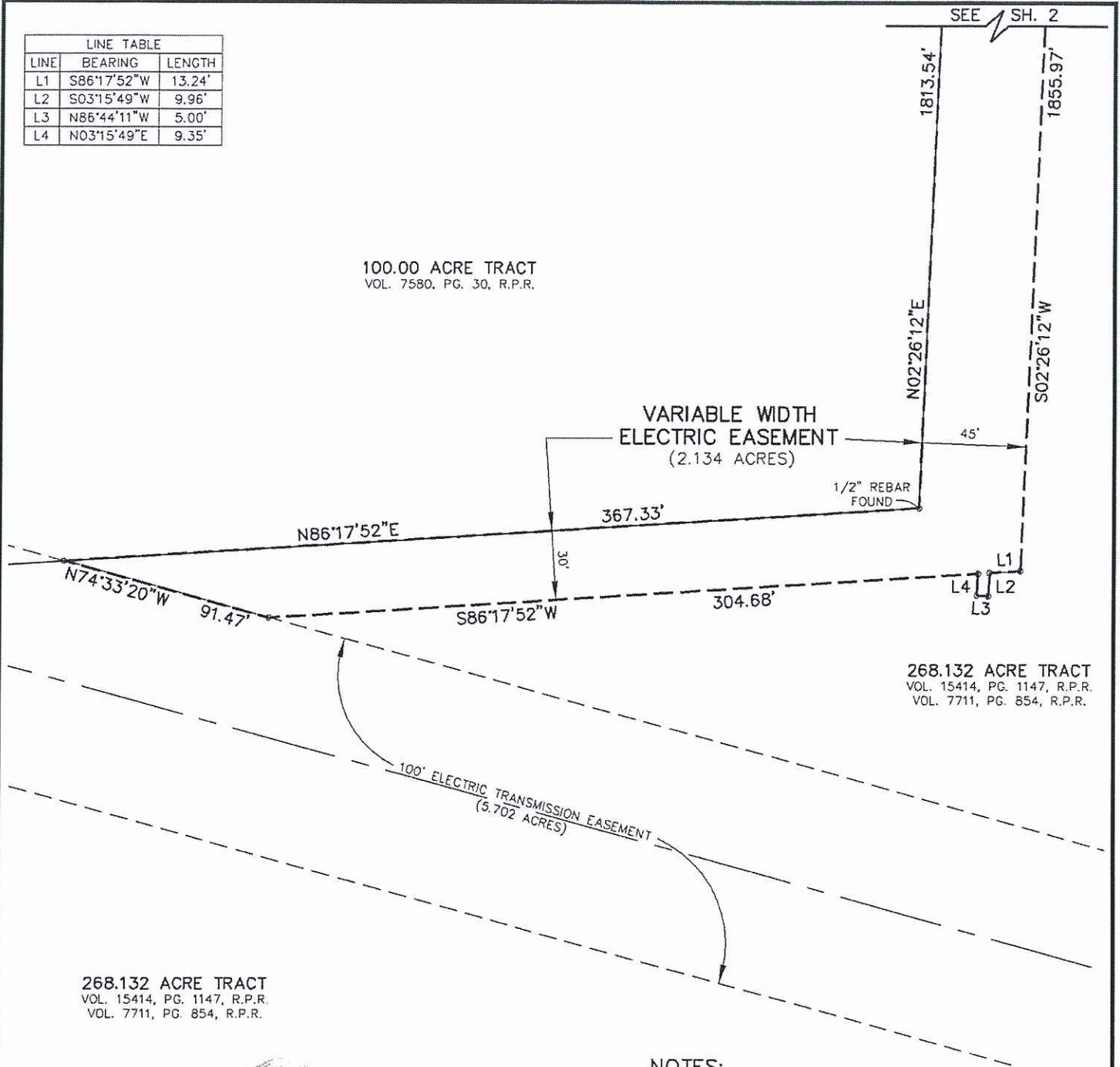
DATE	3/28/2013
JOB NUMBER	S0404011
SHEET	2
OF	3

Exhibit D

LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°17'52"W	13.24'
L2	S03°15'49"W	9.96'
L3	N86°44'11"W	5.00'
L4	N03°15'49"E	9.35'

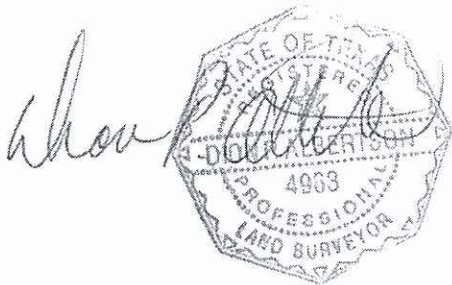
100.00 ACRE TRACT  
VOL. 7580, PG. 30, R.P.R.

VARIABLE WIDTH  
ELECTRIC EASEMENT  
(2.134 ACRES)



268.132 ACRE TRACT  
VOL. 15414, PG. 1147, R.P.R.  
VOL. 7711, PG. 854, R.P.R.

268.132 ACRE TRACT  
VOL. 15414, PG. 1147, R.P.R.  
VOL. 7711, PG. 854, R.P.R.



SCALE: 1" = 60'

**NOTES:**

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH EASEMENT CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. FIELD SURVEY COMPLETED 03/22/2013.
4. NOT ALL IMPROVEMENTS SHOW FOR CLARITY PURPOSES.
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R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS



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EXHIBIT OF  
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2.134 ACRES OF LAND,  
OUT OF A 268.132 ACRE TRACT OF LAND,  
ANDRES KRUST SURVEY No. 438,  
ABSTRACT No. 403, COUNTY BLOCK 4265,  
BEXAR COUNTY, TEXAS

DATE	3/28/2013
JOB NUMBER	S0404011
SHEET	3
OF	3





CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.  
11550 IH 10 West, Suite 395  
San Antonio, TX 78230-1037  
T: 210-641-9999 F: 210-641-6440

Job No.: S0404011  
March 28, 2013  
Revised: 4/12/2013

**DESCRIPTION OF A 14-FOOT WIDE GAS & ELECTRIC EASEMENT  
(0.080 OF ONE ACRE)**

Being a 14-foot wide Gas & Electric Easement (0.080 of one acre of land), in County Block (C.B.) 4265, Bexar County, Texas, out of a 268.132 acre tract of land, described in Volume 15414, Page 1147, and Volume 7711, Page 854, both in the Official Public Records of Real Property, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" rebar found on the south right-of-way line of IH-35 South, (R.O.W. ~ Varies, 300' Min.), at the common corner of said 268.132 acre tract and a 100.00 acre tract of land, described in Volume 7580, Page 30, Official Public Records of Real Property, Bexar County, Texas, the **POINT OF BEGINNING**, a westerly corner of this easement;

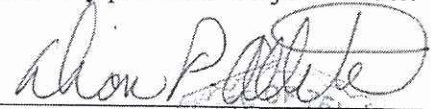
THENCE North  $71^{\circ}38'23''$  East, coincident with the common line of said south right-of-way line of IH-35 South and the 268.132 acre tract, a distance of 225.56 feet to a 1/2" rebar found at the common corner of the 268.132 acre tract and a 0.56 of one acre tract of land, described in Volume 8491, Page 325, Official Public Records of Real Property, Bexar, County, Teas, the most northerly corner of this easement;

THENCE South  $89^{\circ}57'54''$  East, departing the south right-of-way line, coincident with the common line of the 268.132 acre tract and said 0.56 of one acre tract, a distance of 44.36 feet to a point (unable to set), the most easterly corner of this easement;

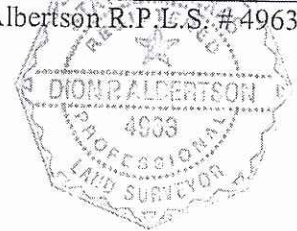
THENCE South  $71^{\circ}38'23''$  West, crossing the 268.132 acre tract, passing at a distance of 17.3 feet, a 1/2" rebar with a "CEC" plastic cap set for a point of reference, and continuing a total distance of 272.97 feet to a 1/2" rebar with a "CEC" plastic cap set on the common line of the 268.132 acre tract and the aforementioned 100.00 acre tract, the most southerly corner of this easement;

THENCE North 02°26'12" East, coincident with said common line, a distance of 14.98 feet to the **POINT OF BEGINNING**, and containing 0.080 of one acre of land, more or less.

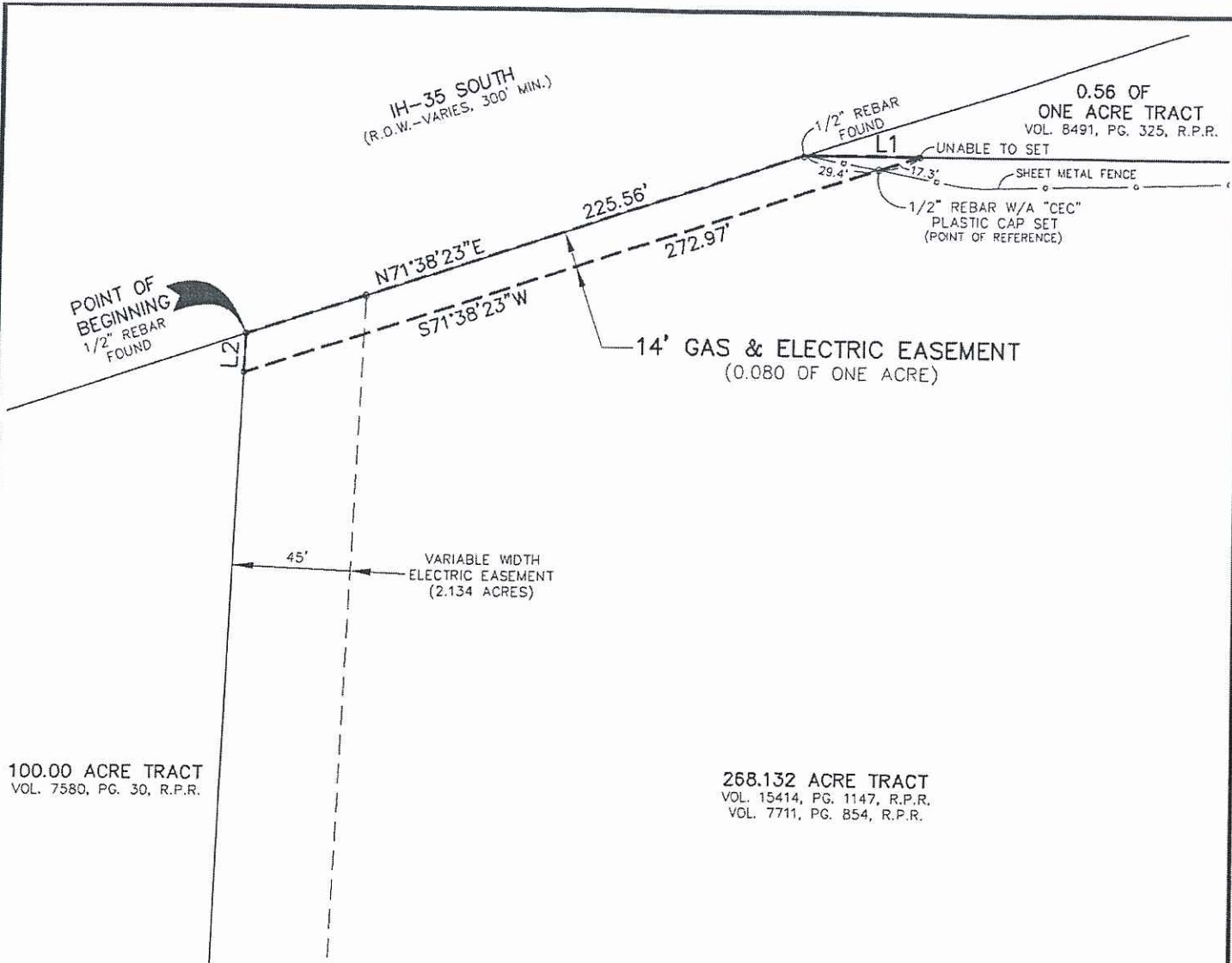
This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants. The basis of bearings recited herein is the Texas State Plane Coordinate System, South Central Zone (NAD83). There is a survey plat with like job number.



Dion P. Albertson R.P.L.S. #4963







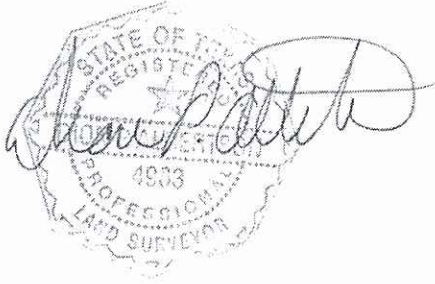
100.00 ACRE TRACT  
VOL. 7580, PG. 30, R.P.R.

268.132 ACRE TRACT  
VOL. 15414, PG. 1147, R.P.R.  
VOL. 7711, PG. 854, R.P.R.

LINE TABLE		
LINE	BEARING	LENGTH
L1	SB9°57'54"E	44.36'
L2	N02°26'12"E	14.98'

**NOTES:**

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH EASEMENT CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. FIELD SURVEY COMPLETED 03/22/2013.
4. NOT ALL IMPROVEMENTS SHOW FOR CLARITY PURPOSES.
5. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.
6. D.R. DENOTES DEED RECORDS, BEXAR COUNTY, TEXAS.  
R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS



SCALE: 1" = 60'

REVISED: 4/12/2013



CIVIL ENGINEERING CONSULTANTS  
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EXHIBIT OF  
A 14-FOOT WIDE GAS & ELECTRIC EASEMENT,  
OUT OF  
A 268.132 ACRE TRACT OF LAND,  
ANDRES KRUST SURVEY No. 438,  
ABSTRACT No. 403, COUNTY BLOCK 4265,  
BEXAR COUNTY, TEXAS

DATE	3/28/2013
JOB NUMBER	50404011
SHEET	1
OF	1

**EXHIBIT “D” TO PURCHASE AGREEMENT**

**BIDDER’S CONSENT FORM**

The undersigned, as the owner or representative acting on behalf of the owner of certain water rights (“Consenting Party”), has entered into a Purchase Agreement and Bidding Instructions with the San Antonio Water System (“SAWS”) to transfer ownership of those water rights to SAWS. In conjunction with such transfer, Consenting Party hereby consents to and agrees to allow the review and copying by SAWS of any and all Edwards Aquifer Authority (“EAA”) records relating to Consenting Party and the Consenting Party’s EAA Initial Regular Permit No. \_\_\_\_\_ (the “Consenting Party’s EAA Permit(s)”), as contained in the files of the EAA at any location of the EAA. Such right granted hereby to SAWS includes but is not limited to files relating to permit issuance, amendment, revocation, application, adjudication or other action affecting such permit or permits, all files relating to compliance or noncompliance with the terms of such permit(s), compliance or noncompliance with EAA Act, rules and regulations, any and all correspondence by and between Consenting Party and the EAA or involving any third party, all materials relating to fees assessed, paid, adjudicated or protested with respect to such permit(s), all information relating to pumpage, water measurement, critical period/demand management withdrawal allocation schedules, water usage or non-usage, all files relating to transfers of water rights into and/or out of Consenting Party’s EAA Permit(s), and any other data or information affecting such permit(s) as contained in the files of the EAA. Consenting Party in addition hereby requests the EAA to allow access to all such files by SAWS and its representatives without further consent or approval from Consenting Party.

This consent is effective until written notice revoking this consent is provided by Consenting Party to both SAWS and to the EAA.

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

**CONSENTING PARTY:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**EXHIBIT “E” TO PURCHASE AGREEMENT**

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

**Warranty Water Deed, Bill of Sale and Assignment of Permit**

**Date:** \_\_\_\_\_, 201\_\_ (“Effective Date”)

**Grantor:**

**Grantor’s Mailing Address:**

**Grantee:** City of San Antonio, acting by and through its San Antonio Water System

**Grantee’s Mailing Address:** P.O. Box 2449

San Antonio, Texas 78298-2449

**Consideration:** Good valuable consideration in hand paid by the Grantee to Grantor, the receipt and sufficiency of which Grantor acknowledges.

**Water Rights:** Right to withdraw \_\_\_\_\_ acre-feet per annum of unrestricted groundwater from the Edwards Aquifer under Edwards Aquifer Authority Initial Regular Permit to Withdraw Groundwater from the Edwards Aquifer No(s). \_\_\_\_\_, recorded in [insert recording information] (“Permit”), including all successor rights of or relating to such Permit or such groundwater withdrawal rights and all other real or personal property rights appurtenant to the Permit and groundwater withdrawal rights (all such rights referred to herein as “Water Rights”).

**Reservations from Conveyance:** Notwithstanding anything herein contained to the contrary, it is understood and agreed that Grantee, its successors or assigns, shall not enter upon nor use the surface of any of Grantor’s land for conducting any surface or drilling operations for groundwater. Any beneficial use of the Water Rights shall be by way of transfer of the permitted withdrawal rights to points of withdrawal on lands which do not belong to Grantor.

**Exceptions to Conveyance and Warranty:**

1. The Water Rights conveyed herein are subject to any existing limitations, restrictions, applicable rules or other conditions now in effect or which may be adopted or imposed by the EAA, including but not limited to the limitations and conditions to the rights to withdraw and beneficially use Edwards Aquifer water as recited in the Permit.

2. The express terms and conditions of the Permit(s).
3. The terms and conditions of the "Conditions for Initial Regular Permits" recorded in \_\_\_\_\_, \_\_\_\_\_ County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, assigns and conveys to Grantee the Water Rights, together with all and singular the rights, whether real or personal, and appurtenances thereto in any way belonging, to have and to hold the Water Rights to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Water Rights 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 Conveyance and the Exceptions to Conveyance and Warranty.

EAA fees on the use of the Water Rights (including groundwater withdrawn under the Permit(s)) prior to the Effective Date will be paid by Grantor and EAA fees for the Water Rights (including the Permit(s)) after the Effective Date are the responsibility of Grantee.

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

**GRANTOR:**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.

(seal)

\_\_\_\_\_  
 Notary Public, State of Texas

After recording, return to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **EXHIBIT “F” TO PURCHASE AGREEMENT**

### **LIST OF PROPERTY INFORMATION DOCUMENTS**

- Aerial Photo
- Survey of 268.132 acres of land prepared by Bexar Metropolitan Water District
- Title Commitment
- Well Information
- Special Warranty Deed by and between Jerry K. Mask and Bexar Metropolitan Water District, executed November 13, 1998 and recorded November 18, 1998 in Volume 7711, Pages 854-859 of the Official Public Records of Real Property of Bexar County, Texas
- Assignment and Bill of Sale of Water Rights by and between Jerry K. Mask and Bexar Metropolitan Water District recorded in Volume 7711, Page 876, of the Official Public Records of Real Property of Bexar County, Texas
- Assignment of Easements, dated April 16, 1928, executed by Humble Pipeline to Humble Oil & Refining Co., recorded in Volume 110, Page 581, Atascosa County Deed Records.
- Ratification of Easement and Right-of-Way dated November 6, 1934, executed by Southwestern Life Insurance Co. to Humble Oil and Refining Co., recorded in Volume 128, Page 154, Deed Records, Atascosa County, Texas.
- Right of Way dated January 21, 1949, executed by R.A. Harmon to Atlantic Pipeline Company, recorded in Volume 197, Page 143, Deed Records, Atascosa County, Texas.
- Oil, gas, and mineral lease granted to Lee Minton by instrument dated November 10, 1975, recorded in Volume 427, Page 212, Deed Records, Atascosa County, Texas.
- Instrument dated May 26, 1983, recorded in Volume 631, Page 424, Deed Records, Atascosa County, Texas, executed by John C. Lott, et ux, to Jerry K. Mask.
- Deed of Ratification dated November 6, 1934, executed by Southwestern Life Insurance Company to Humble Oil & Refining Company, recorded in Book 15, Page 18, Official Public Records, Atascosa County, Texas.
- Easement dated December 19, 1925, executed by Mrs. Edith R. Nelson, a widow, to Comal Power Company, recorded in Book 15, Page 24, Official Public Records, Atascosa County, Texas.

- Easement dated December 19, 1925, executed by Mrs. Edith R. Nelson, a widow, to Comal Power Company, recorded in Volume 877, Page 107, Official Public Records, Bexar County, Texas.
- Right of Way dated November 2, 1927, executed by Edith R. Nelson to Humble Pipe Line Company recorded in Book 15, Page 30, Official Public Records, Atascosa County, Texas.
- Easement to Atlantic Pipe Line Co., as provided in instrument recorded in Volume 2679, Page 356, Deed Records, Bexar County, Texas, and in Volume 197, Page 143, Atascosa County Deed Records.
- Easement to the State of Texas as provided by instrument recorded in Volume 5329, Page 634, Deed Records, Bexar County, Texas.
- Instrument dated May 26, 1983, recorded July 20, 1983 at Volume 2878, Page 510, of the Real Property Records of Bexar County, Texas, and in Volume 631, Page 424, Atascosa County Deed Records.
- Initial Regular Permit to Withdraw Groundwater from the Edwards Aquifer No. P100-016 (AT00902B)
- Initial Regular Permit to Withdraw Groundwater from the Edwards Aquifer No. P100-015 (AT00902A)

**EXHIBIT “G” TO PURCHASE AGREEMENT**

**FORM OF TERMINATION OF LEASE**

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

**[PARTIAL\*] TERMINATION OF LEASE OF GROUNDWATER**

This **[Partial\*] Termination of Lease of Groundwater** (this “Termination” [if applicable: Partial Termination\*]) is made and entered into to be effective this ) \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between \_\_\_\_\_ (“Lessor”) and the San Antonio Water System (“Lessee”) for the purpose of [partially\*] terminating that one certain Lease of Groundwater (“Lease”) originally entered into between Lessor and Lessee, effective as of \_\_\_\_\_ for the right to withdraw \_\_\_\_\_ acre feet of unrestricted groundwater per annum from the Edwards Aquifer under Edwards Aquifer Authority Permit No. \_\_\_\_\_ recorded as Document No. \_\_\_\_\_ of the Official Public Records of \_\_\_\_\_ County, Texas, (the “Groundwater Withdrawal Permit”), (such \_\_\_\_\_ acre feet per annum being the “Water Rights”), as evidenced by those certain Memorandum of Lease of Groundwater recorded as Document No. \_\_\_\_\_ in the Official Public Records of \_\_\_\_\_ County, Texas, and as Document No. \_\_\_\_\_ in the Official Public Records of Bexar County, Texas. All capitalized items in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to such terms in the Lease.

**WITNESSETH**

WHEREAS, Lessor is conveying contemporaneously with this [Partial\*] Termination to the San Antonio Water System (“SAWS”) by water deed pursuant to that certain Purchase Agreement and Bidding Instructions (“SAWS Acquisition”) effective \_\_\_\_\_, \_\_\_\_\_ acre feet per annum of the Water Rights under the Groundwater Withdrawal Permits.

WHEREAS, Lessor and Lessee now desire to [partially\*] terminate the Lease.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, and the exchange of other good and valuable consideration between the parties hereto, the recipient and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

[If applicable (for a full termination):

1. The Lease is hereby terminated, which termination shall be effective upon the closing of the SAWS Acquisition, provided however, if the closing of the SAWS Acquisition does not occur, or the EAA does not approve the transfer of water rights the Lease shall fully continue in effect. Lessor and Lessee acknowledge that this termination shall be effective upon the delivery to SAWS of the Water Deed executed and acknowledged by Lessor.
2. This Termination may be executed in one or more counterparts, each of which when taken together shall constitute one original Termination.]

[If applicable (for a partial termination):

1. The Lease is hereby partially terminated as to the \_\_\_\_ acre feet per annum only, which partial termination shall be effective upon the closing of the SAWS Acquisition, provided however, if the closing of the SAWS Acquisition does not occur, or the EAA does not approve the transfer of water rights the Lease shall fully continue in effect for the full \_\_\_\_ acre . Lessor and Lessee acknowledge that this partial termination shall be effective upon the delivery to SAWS of the Water Deed executed and acknowledged by Lessor.
2. The annual lease payments on for the portion of the Lease which remains in effect shall be adjusted for current and future years on a pro rata basis.
3. This Partial Termination may be executed in one or more counterparts, each of which when taken together shall constitute one original Partial Termination.
4. Except to the extent partially terminated and amended herein, the Lease shall continue in full force and effect, and the parties ratify same.]

*Signatures and acknowledgments on following page*



**Lessor:**

By:

\_\_\_\_\_  
Name:

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(Seal)

**Lessee:**

SAN ANTONIO WATER SYSTEM

By:

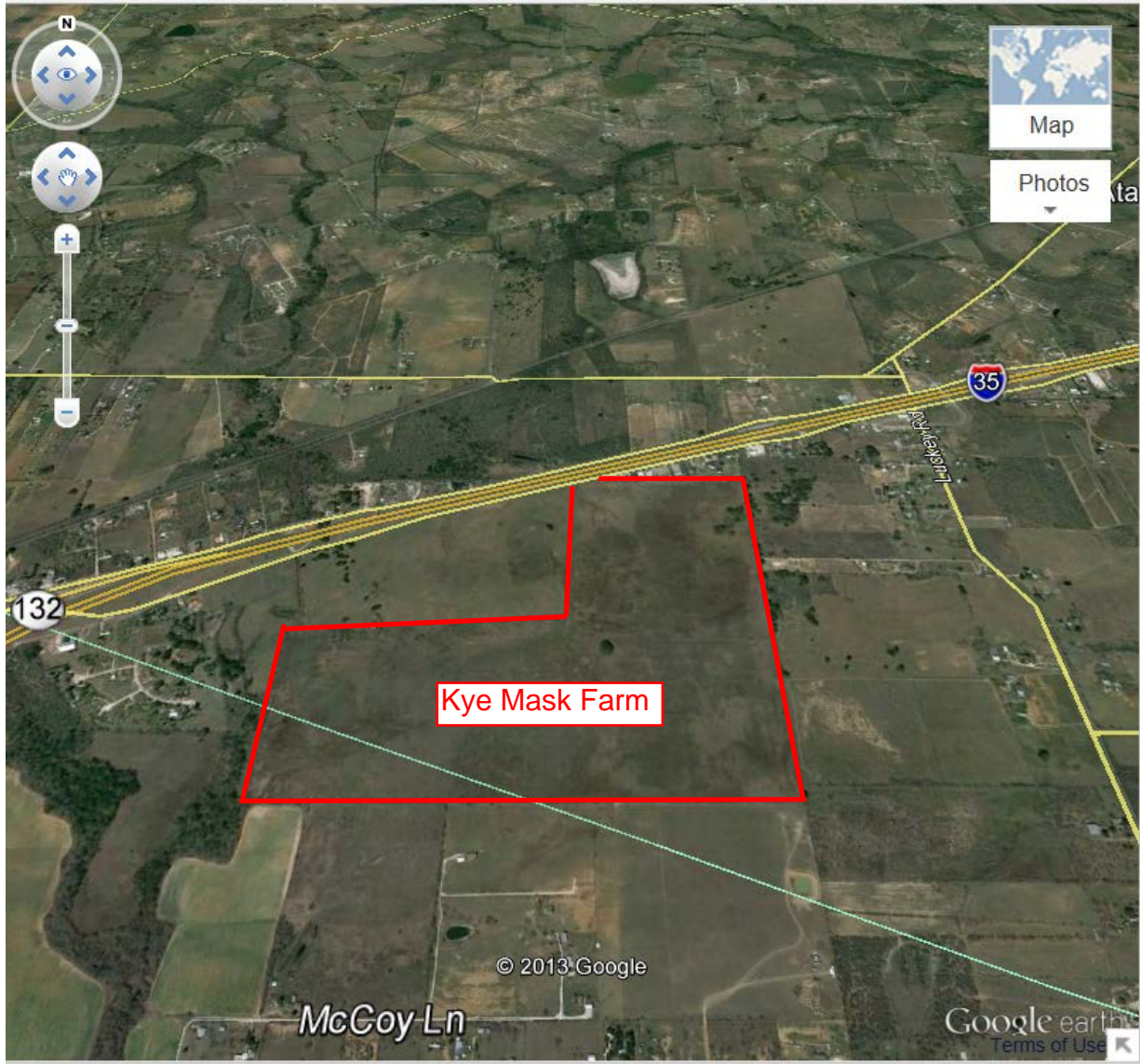
\_\_\_\_\_  
Name: Robert R. Puente  
Title: President/Chief Executive Officer

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Robert R. Puente, President/Chief Executive Officer of the San Antonio Water System.

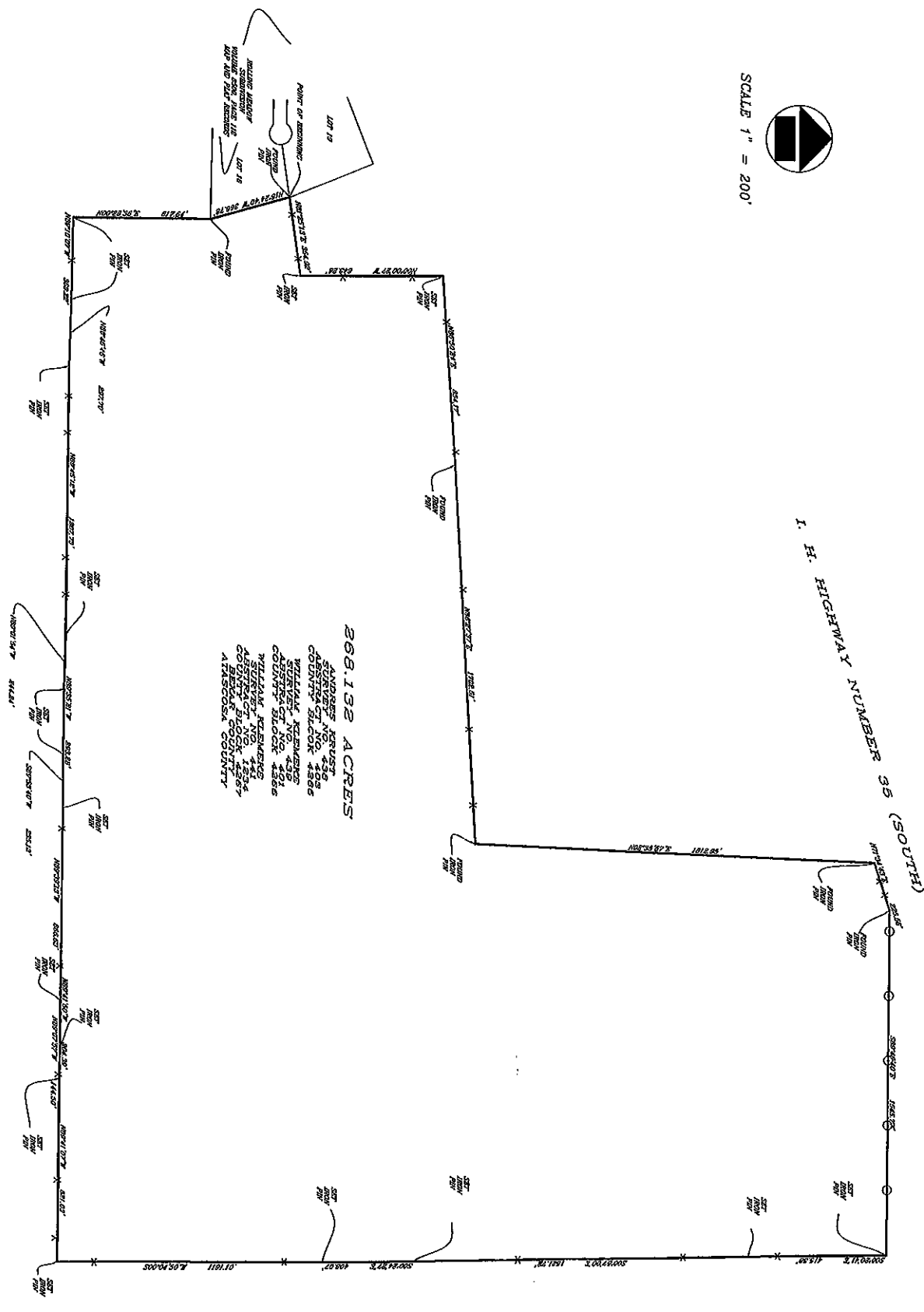
\_\_\_\_\_  
Notary Public, State of Texas

## **Aerial Photo**



**Survey of 268.132 Acres of Land prepared by  
Bexar Metropolitan Water District**

SCALE 1" = 200'



**268.132 ACRES**  
 ANDREW HENEST  
 ABSTRACT NO. 405  
 COUNTY SICKOR 4886  
 WILLIAM KENNEDY  
 ABSTRACT NO. 404  
 COUNTY SICKOR 4886  
 TULLY, JENNIFER  
 ABSTRACT NO. 1534  
 COUNTY SICKOR 4886  
 BEAUF COUNTY  
 ALABAMA

I. H. HIGHWAY NUMBER 35 (SOUTH)

**BEXAR METROPOLITAN WATER DISTRICT**

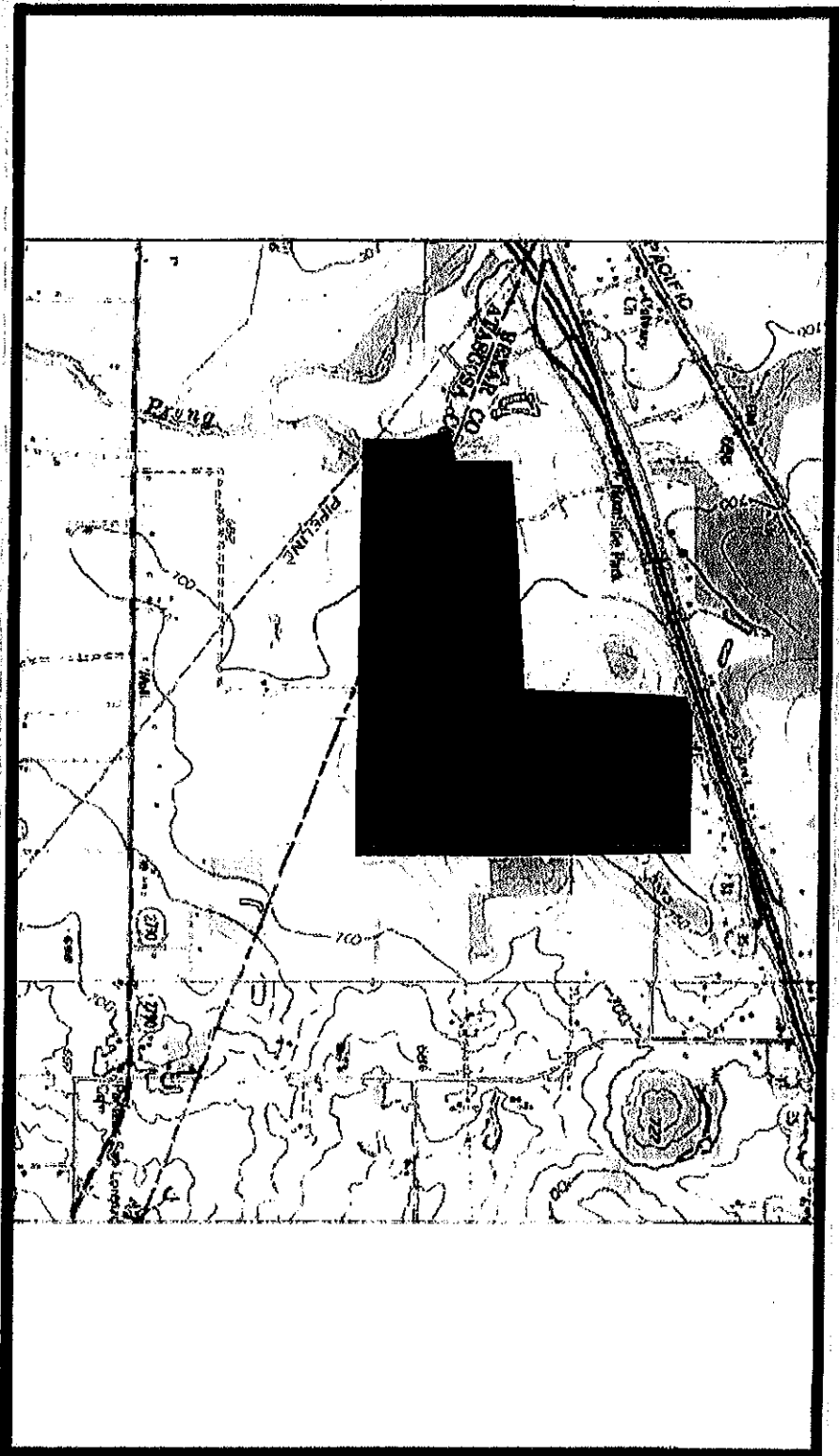
ADMINISTRATIVE OFFICE: 2047 W. MALONE AVE.  
 P.O. BOX 248894  
 SAN ANTONIO, TEXAS 78224-5894  
 PHONE NO. (210) 854-5500  
 FAX NO. (210) 922-5182

SERVICE CENTER: 2055 W. MALONE AVE.  
 SAN ANTONIO, TEXAS 78224-5894  
 PHONE NO. (210) 854-8800  
 FAX NO. (210) 854-8853



REVISIONS	
DATE	
BY	
DESCRIPTION	
PROJECT NUMBER	
SHEET	1
OF	1

**Kye Mask Tract**  
**268.132 Acres**  
**Bexar & Atascosa Counties**  
**Northeast of Lytle**  
**I. H. 35 access**



## **Title Commitment**

# COMMITMENT FOR TITLE INSURANCE

Issued by **Alamo Title Insurance**



THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (ALAMO TITLE INSURANCE, a Texas corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**Alamo Title Company**  
4 Dominion Drive, Bldg 4, Ste 100  
San Antonio, TX 78257  
210-698-0924

**ALAMO TITLE INSURANCE**

By:

President

Attest

Secretary



Authorized Officer or Agent

## CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



## IMPORTANT NOTICE

## AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call Alamo Title Insurance's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de Alamo Title Insurance's para informacion o para someter una queja al:

**1-800-442-7067**

**1-800-442-7067**

You may also write to Alamo Title Insurance at:

Usted tambien puede escribir a Alamo Title Insurance:

**8750 N. Central Expwy, Ste 950  
Dallas, Texas 75231**

**8750 N. Central Expwy, Ste 950  
Dallas, Texas 75231**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

**1-800-252-3439**

You may write to the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### ATTACH THIS NOTICE TO YOUR POLICY:

### UNA ESTE AVISO A SU POLIZA:

This notice is for information only and does not become a part or condition of the attached document.

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## **Required Language for a Title Insurance Commitment Cover Letter**

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

Effective Date: **November 15, 2013**

GF. No. 4002001270

Commitment No.: Not Applicable issued: **November 22, 2013**  
(if applicable)

1. The policy or policies to be issued are:
  - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: **\$To Be Determined**  
PROPOSED INSURED: **To Be Determined**
  - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
  - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (f) OTHER  
Policy Amount:  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:  
**Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:  
**City of San Antonio, A Texas Municipal Corporation, for the Use, Benefit and Control of its San Antonio Water System Board of Trustees**
4. Legal description of land:  
**See Exhibit A Attached**

**Exhibit A**

BEING that certain 268.132 acres of land, more or less, in Bexar and Atascosa Counties, out of the Andres Krust Survey No. 437, Abstract No. 402, the Andres Krust Survey No. 438, Abstract No. 403, the William Klemeke Survey No. 441, Abstract No. 1234 (Bexar County) Abstract No. 519 (Atascosa County, and being more particularly described by metes and bounds in Exhibit "A-1", attached hereto and made a part hereof for all purposes.

*Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.*

**FIELD NOTES DESCRIBING  
268.132 ACRES OF LAND  
IN BEXAR AND ATASCOSA COUNTY, TEXAS**

Being 268.132 acres of land situated partially within the Andres Krust Survey Number 438, Abstract 403, County Block 4265, the William Klemeke Survey Number 439, Abstract 401, County Block 4266, and the William Klemeke Survey Number 441, Abstract 1234, County Block 4267, located within Bexar County and Atascosa County, Texas. Said 268.132 acres of land being that same property as described in Warranty Deed, dated December 29, 1994, Grantor: Lackland Water Company, LTD., Grantee: Jerry K. Mask and wife, Linda G. Mask and recorded in volume 6303, page 1098 of the Real Property Records of Bexar County, Texas. The bearings recited herein are based on the above Warranty Deed recorded in volume 6303, page 1098. A plat has been prepared to accompany these field notes. Said 268.132 acres of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a found iron pin being the northeast corner of Lot 18 and the southeast corner of Lot 19, Rolling Meadow Subdivision as shown on plat recorded in volume 8500, page 112 of the map and plat records of Bexar County, Texas. Said iron pin being the most westerly corner of this herein described 268.132 acre tract of land;

**THENCE** leaving the east line of Rolling Meadow Subdivision, generally with a barbed wire fence, North 81°25'13" East, 354.91 feet to a found iron pin;

**THENCE** North 00°00'27" West, 643.26 feet to a set iron pin;

**THENCE** North 85°50'24" East, 854.17 feet to a found iron pin;

**THENCE** North 86°27'37" East, 1,702.51 feet to a found iron pin;

**THENCE** leaving the barbed wire fence and generally with a wood fence, North 02°35'57" East, 1,812.95 feet to a found iron pin on the south right-of-way of I. H. Highway Number 35 (South);

**THENCE** leaving the wood fence and generally with a barbed wire fence, and with the south right-of-way of I. H. Highway Number 35 (South), North 71°34'43" East, 225.56 feet to a found iron pipe;

**THENCE** leaving the south right-of-way of I. H. Highway Number 35 (South), leaving the barbed wire fence, generally with a chain link fence, and later generally with a barbed wire fence, South 89°46'40" East, 1,545.77 feet to a set iron pin at a fence intersection. Said set iron pin being the northeast corner of this herein described 268.132 acres of land;

**THENCE** generally with a barbed wire fence, South 00°20'41" East, 415.38 feet to a set iron pin

**THENCE** South 00°48'32" East, 210.62 feet to a set iron pin;

THENCE South 00°57'00" East, 1,521.72 feet to a set iron pin;

THENCE South 00°24'27" East, 408.07 feet to a set iron pin;

THENCE South 00°04'50" West, 1,191.10 feet to a set iron pin at a fence intersection and being the southeast corner of this herein described 268.132 acres of land;

THENCE continuing generally with a barbed wire fence, North 89°41'07" West, 821.03 feet to a set iron pin;

THENCE North 89°07'57" West, 144.50 feet to a set iron pin;

THENCE North 89°41'50" West, 204.39 feet to a set iron pin;

THENCE North 89°39'13" West, 866.63 feet to a set iron pin;

THENCE South 89°53'40" West, 235.12 feet to a set iron pin;

THENCE North 89°35'21" West, 293.28 feet to a set iron pin;

THENCE North 89°01'54" West, 244.24 feet to a found iron pin;

THENCE North 89°45'12" West, 1,207.73 feet to a set iron pin;

THENCE North 88°45'46" West, 297.70 feet to a set iron pin;

THENCE North 89°10'07" West, 369.22 feet to a found iron pin being the southwest corner of this herein described 268.132 acres of land;

THENCE North 00°28'36" East, 617.64 feet to a found iron pin being the southeast corner of the hereinabove Rolling Meadow Subdivision;

THENCE with the east line of Rolling Meadow Subdivision, North 15°24'40" West, 366.74 feet to the Place of Beginning and containing, approximately 237.112 acres in Bexar County, and approximately 31.020 acres in Atascosa County, 268.132 total acres of land according to a survey made on the ground under my supervision on October 4, 1998.



  
Bill Callender  
Registered Professional Land Surveyor  
No. 4777

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. Item 1, Schedule B is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2013**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2013**, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Undefined easement to Comal Power Company, as provided by instrument recorded in Volume 877, Page 107, Deed Records, Bexar County, Texas.**
- b. **Easement and Right-of-Way to Humble Pipe Line Co., as provided by instrument recorded in Volume 1001, Page 218, Deed Records, Bexar County, Texas, transferred to Humble Oil and Refining Co. by instrument recorded in Volume 1039, Page 268, Bexar County Deed Records and easement ratified by instrument recorded in Volume 1461, Page 353, Deed Records, Bexar County, Texas and in Volume 128, Page 154, Atascosa County Deed Records.**
- c. **Assignment of easements dated April 16, 1928, executed by Humble Pipeline to Humble Oil & Refining Co., recorded in Volume 110, Page 581, Atascosa County Deed Records.**
- d. **Ratification of Easement and Right-of-Way dated November 6, 1934, executed by Southwestern Life Insurance Co. to Humble Oil and Refining Co., recorded in Volume 128, Page 154, Deed Records, Atascosa County, Texas.**
- e. **Right of Way dated January 21, 1949, executed by R.A. Harmon to Atlantic Pipeline Company, recorded in Volume 197, Page 143, Deed Records, Atascosa County, Texas.**
- f. **Oil, gas, and mineral lease granted to Lee Minton by instrument dated November 10, 1975, recorded in Volume 427, Page 212, Deed Records, Atascosa County, Texas. Title to this lease has not been investigated subsequent to the date of said instrument.**
- g. **Mineral and/or royalty interest retained in instrument dated May 26, 1983, recorded in Volume 631, Page 424, Deed Records, Atascosa County, Texas, executed by John C. Lott, et ux, to Jerry K. Mask. Title to said interest not checked subsequent to the date of aforesaid instrument.**
- h. **This item has been intentionally deleted.**
- i. **Easement to Atlantic Pipe Line Co., as provided in instrument recorded in Volume 2679, Page 356, Deed Records, Bexar County, Texas, and in Volume 197, Page 143, Atascosa County Deed Records.**
- j. **Easement to the State of Texas as provided by instrument recorded in Volume 5329, Page 634, Deed Records, Bexar County, Texas.**
- k. **Assignment and Bill of Sale of Water Rights by and between Jerry K. Mask also known as Jerry Kye Mask (assignor) and Bexar Metropolitan Water District recorded in Volume 7711, Page 876, Real Property Records, Bexar County, Texas.**
- l. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated May 26, 1983, recorded July 20, 1983 at Volume 2878, Page 510, of the Real Property Records of Bexar County, Texas and in Volume 631, Page 424, Atascosa County Deed Records Records. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).**
- m. **Certified Copy of Deed of Ratification dated November 6, 1934, executed by Southwestern Life Insurance Company to Humble Oil & Refining Company, recorded in Book 15, Page 18, Official Public Records, Atascosa County, Texas.**
- n. **Certified Copy of Easement dated December 19, 1925 executed by Mrs. Edith R.. Nelson, a widow to Comal Power Company, recorded in Book 15, Page 24, Official Public Records,**



**Atascosa County, Texas.**

- o. Certified Copy of Right of Way dated November 2, 1927, executed by Edith R. Nelson to Humble Pipe Line Company recorded in Book 15, Page 30, Official Public Records, Atascosa County, Texas.**
- p. Permit to Withdraw Groundwater from Edwards Aquifer (Permit No.100-015 (A T00902A) recorded in Volume 9, Page 742, Water Rights Records of Bexar County, Texas.**
- q. Corrected Permit to Withdraw Groundwater from the Edward Aquifer recorded in Book 240, Page 310, Official Public Records, Atascosa County, Texas.**
- r. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:**

**Owner's and Loan Policy(ies):** Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of BEXAR County, Texas, prior to the date hereof.

**Owner's Policy(ies) Only:** Liability hereunder at the date hereof is limited to . Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

**Loan Policy(ies) Only:** Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- s. The following exception will appear in any policy issued (other than the T-1R Residential Owner's Policy of Title Insurance and the T-2R Short-Form Residential Loan Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:**

**Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**

- t. Those liens created at closing, if any, pursuant to Lender's instructions.**
- u. Rights of Parties in Possession (Owner Policy Only)**
- v. Visible and apparent easements over and across subject property. (Owner Policy Only)**

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **The last Deed found of record affecting the Land was recorded in Volume 15414, Page 1147, of the Real Property Records of BEXAR County, Texas, wherein the grantee acquired subject property.**
6. **The land described in Schedule A is located in more than one county. Accordingly, Company requires the following:**
  - (1) a title search and title commitment must be ordered from an Atascosa County Title Company acceptable to Alamo Title Company. (The company reserves the right to review this title commitment and to make revisions to our commitment based upon the information disclosed by the Atascosa County Title Commitment.)**
  - (2) that all documents to be recorded as part of current transaction be executed in two original(s) and recorded as original counterparts in the following Counties: Bexar and Atascosa.**
7. **Conveyance by City of San Antonio, A Texas Municipal Corporation, for the Use, Benefit and Control of its San Antonio Water System Board of Trustees.**

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE D**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment  
The following individuals are Directors and/or Officers of **ALAMO TITLE INSURANCE**

<u>Officers</u>		<u>Directors</u>
Raymond Randall Quirk	President	Raymond Randall Quirk
Anthony John Park	Executive Vice President	Anthony John Park
Michael Louis Gravelle	Secretary	George Patrick Scanlon
Daniel Kennedy Murphy	Treasurer	Kevin Donald Lutes
		Erika Meinhardt
		John Arthur Wunderlich
		Roger Scott Jewkes

Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc., which owns 100% of Chicago Title and Trust Company, which owns 100% of Alamo Title Holding Company, which owns 100% of **Alamo Title Insurance**.

2. The following disclosures are made by the Title Insurance Agent Issuing this Commitment: **Alamo Title Company**
- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Alamo Title Holding Company owns 100% of Alamo Title Company
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc., which owns 100% of Chicago Title and Trust Company, which owns 100% of Alamo Title Holding Company, which owns 100% of Alamo Title Insurance
- c. The following persons are officers and directors of the Title Insurance Agent: **Alamo Title Company**

<u>DIRECTORS:</u>	<u>OFFICERS:</u>	
Raymond Randall Quirk	Edward J. Hall	President
Anthony John Park	Raymond Randall Quirk	Chief Executive Officer
	Anthony John Park	Executive Vice President
	Daniel Kennedy Murphy	Treasurer
	Michael L. Gravelle	Secretary
	Joseph William Grealish	Executive Vice President & Regional Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	\$To Be Determined
Loan Policy	
Endorsements	
Other	
Total	\$To Be Determined

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**DELETION OF ARBITRATION PROVISION**  
(Not Applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you **or the Company** to **require arbitration** if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

### **Personal Information Collected**

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or

To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

**Disclosure to Affiliated Companies** — We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product

development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties — We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



## **Well Information**

TEXAS WATER DEVELOPMENT BOARD  
WELL SCHEDULE

Aquifer Edwards

Field No. \_\_\_\_\_

State Well No. 68-50-304

Owner's Well No. \_\_\_\_\_

County Brewer

1. Location: 1/4, 1/4 Sec., Block \_\_\_\_\_ Survey \_\_\_\_\_

2. Owner: John Lott Address: Lytle 2nd

Tenant: \_\_\_\_\_ Address: \_\_\_\_\_

Driller: J. R. Johnson Drilling & Supplies Address: \_\_\_\_\_

3. Elevation of \_\_\_\_\_ is 731 ft. above msl, determined by Topo

4. Drilled: 2-17-1969; Dug, Cable Tool, Rotary

5. Depth: Rept. 2165 ft. Meas. \_\_\_\_\_ ft.

6. Completion: Open Hole, Straight Wall, Underreamed, Gravel Packed

7. Pump: Mfr. \_\_\_\_\_ Type DWT

No. Stages \_\_\_\_\_ Bore Diam. \_\_\_\_\_ in., Setting \_\_\_\_\_ ft.

Column Diam. \_\_\_\_\_ in., Length Tailpipe \_\_\_\_\_ ft.

8. Motor: Fuel elec Make & Model \_\_\_\_\_ HP \_\_\_\_\_

9. Yield: Flow \_\_\_\_\_ gpm, Pump \_\_\_\_\_ gpm, Meas., Rept., Est. \_\_\_\_\_

10. Performance Test: Date \_\_\_\_\_ Length of Test \_\_\_\_\_ Made by \_\_\_\_\_

Static Level 60 ft. Pumping Level \_\_\_\_\_ ft. Drawdown \_\_\_\_\_ ft.

Production \_\_\_\_\_ gpm Specific Capacity \_\_\_\_\_ gpm/ft.

11. Water Level: \_\_\_\_\_ ft. rept. \_\_\_\_\_ 19 above \_\_\_\_\_ which is \_\_\_\_\_ ft. above surface.

\_\_\_\_\_ ft. rept. \_\_\_\_\_ 19 below \_\_\_\_\_ which is \_\_\_\_\_ ft. below surface.

\_\_\_\_\_ ft. rept. \_\_\_\_\_ 19 above \_\_\_\_\_ which is \_\_\_\_\_ ft. above surface.

\_\_\_\_\_ ft. rept. \_\_\_\_\_ 19 below \_\_\_\_\_ which is \_\_\_\_\_ ft. below surface.

12. Use: Dom., Stock, Public Supply, Ind., Waterflooding, Observation, Not Used, \_\_\_\_\_

13. Quality: (Remarks on taste, odor, color, etc.) \_\_\_\_\_

Temp. \_\_\_\_\_ °F, Date sampled for analysis \_\_\_\_\_ Laboratory \_\_\_\_\_

Temp. \_\_\_\_\_ °F, Date sampled for analysis \_\_\_\_\_ Laboratory \_\_\_\_\_

Temp. \_\_\_\_\_ °F, Date sampled for analysis \_\_\_\_\_ Laboratory \_\_\_\_\_

14. Other data available as circled: Driller's Log, Radioactivity Log, Electric Log, \_\_\_\_\_

Formation Samples, Pumping Test, \_\_\_\_\_

15. Record by: G. Mangardt Date 5-21-1976

Source of Data WGS sch, DL

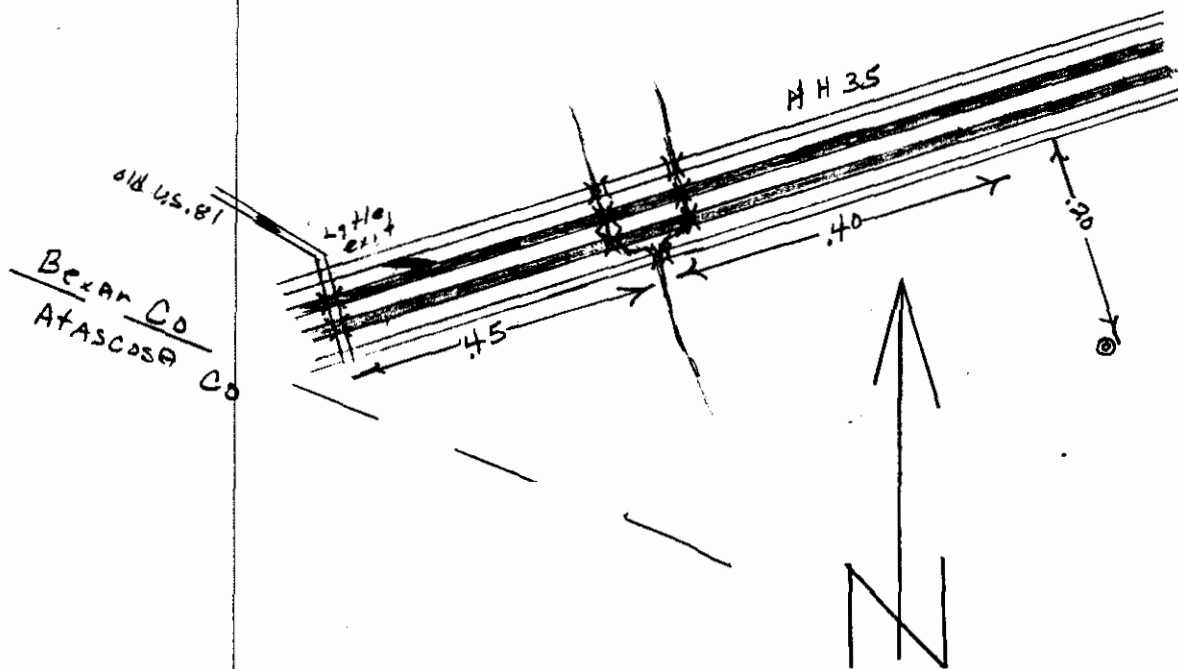
16. Remarks: 1st entry from road too wet to enter

property


CASING & BLANK PIPE			
Cemented From		ft. to	
Diam. (in.)	Type	Setting, ft.	
		from	to
<u>1 3/4</u>	<u>new steel</u>	<u>0</u>	<u>2000</u>

WELL SCREEN			
Screen Openings		Setting, ft.	
Diam. (in.)	Type	from	to
<u>10 3/8</u>	<u>Open</u>	<u>2000</u>	<u>2165</u>

From (ft.)	To (ft.)	Description and color of formation material
0	2	Sand
2	18	Sand & clay
18	54	Midway
54	1240	Navarro with lignite streaks
1240	1372	Taylor
1372	1430	Anacacho
1430	1633	Taylor
1633	1836	Chalk
1836	1959	Eagle Ford
1959	1926	Buda
1926	1988	Del Rio
1988	2000	Georgetown
2000	2165	Edwards
		(cave at 2003 -2006)



WED Rep. (CW)  
April 1966

Well No. AY-68-50-304

### WELL SCHEDULE

U. S. DEPT. OF THE INTERIOR

GEOLOGICAL SURVEY

WATER RESOURCES DIVISION

#### MASTER CARD

Record by Retzman Source of data State Files Date 4-30-69 Map Lytle 1:24000

State Texas County 48 (or town) Belton AY

Latitude 29 14 32 N Longitude 100 98 45 33 Sequential number: 1

Local well number: AY-68-50-304 Other number: B & M

Local use: \_\_\_\_\_ Owner or name: John Lott

Owner or name: JOHN LOTT Address: Lytle

Ownership: County, Fed Gov't, City, Corp or Co, Private, State Agency, Water Dist P

Use of water: (A) Air cond, (B) Bottling, (C) Comm, (D) Dewater, (E) Power, (F) Fire, (G) Dom, (H) Irr, (I) Med, (J) Ind, (K) P S, (L) Rec, (M) Stock, (N) Instit, (O) Unused, (P) Recharge, (Q) Desal-P S, (R) Desal-other, (S) Other I

Use of well: (A) Anode, (B) Drain, (C) Seismic, (D) Heat Res, (E) Obs, (F) Oil-gas, (G) Recharge, (H) Test, (I) Unused, (J) Withdraw, (K) Waste, (L) Destroyed W

DATA AVAILABLE: Well data  Freq. W/L meas.:  Field aquifer char.

Hyd. lab. data: \_\_\_\_\_

Qual. water data: L,pe: \_\_\_\_\_

Freq. sampling: \_\_\_\_\_ Pumpage inventory:  yes  no, period: \_\_\_\_\_

Aperture cards: \_\_\_\_\_ yes

Log data: 2000-2165 Belton ST 1955-2000 P

#### WELL-DESCRIPTION CARD

SAME AS ON MASTER CARD Depth well: 2165 ft 2165 Meas. Revised 6

Depth cased: (first perf.) 2000 ft 2000 Casing type: steel Diam. 2 in 12

Finish: (A) porous concrete, (B) gravel w. (perf.), (C) gravel w. (screen), (D) horiz. gallery, (E) open end, (F) open hole, (G) other 31

Method: (A) air rot, (B) bored, (C) cable, (D) dug, (E) hyd rot., (F) jetted, (G) air percussion, (H) reverse, (I) trenching, (J) driven, (K) wash, (L) other 4

Date Drilled: 2-1967 969 Pump intake setting: \_\_\_\_\_ ft 36 38

Driller: T.M. Johnson address \_\_\_\_\_

Lift (type): (A) air, (B) bucket, (C) cent, (D) jet, (E) multiple, (F) multiple, (G) none, (H) piston, (I) rot, (J) submerg, (K) turb, (L) other T Deep D Shallow 40

Power (type): diesel, elec, gas, gasoline, hand, gas, wind; H.P. 150 W trans. or meter no. \_\_\_\_\_

Descrip. MP \_\_\_\_\_ ft above \_\_\_\_\_ below LSD, Alt. MP \_\_\_\_\_

Alt. LSD: 725 725 Accuracy: (source) 10' Top 4

Water Level: + ft above \_\_\_\_\_ ft below MP; Ft below LSD \_\_\_\_\_ Accuracy: \_\_\_\_\_ 6

Date \_\_\_\_\_ Yield: \_\_\_\_\_ xpm \_\_\_\_\_ Method determined \_\_\_\_\_

Drawdown: \_\_\_\_\_ ft \_\_\_\_\_ Accuracy: \_\_\_\_\_ Pumping period \_\_\_\_\_ hrs \_\_\_\_\_

QUALITY OF WATER DATA: Iron \_\_\_\_\_ ppm Sulfate \_\_\_\_\_ ppm Chloride \_\_\_\_\_ ppm Hard. \_\_\_\_\_ ppm

Sp. Conduct \_\_\_\_\_ K x 10<sup>6</sup> \_\_\_\_\_ temp. \_\_\_\_\_ °F \_\_\_\_\_ Date sampled \_\_\_\_\_

Taste, color, etc. \_\_\_\_\_

Well No. AY-68-50-304



State: Texas **49** County: Brewar Well No. **21914533N**

Local Well No. AY-68-50-304 Location: Near Lytle

Owner: John Lott Date drilled: 1969 Depth: 2000 WPT: Edws. Appearance: Clear Use: ITT

Sampled after pumping: CONT. Yield: 1400 GPM. Pt. of coll.: At pump Prod. Intervals:            Collector: Rettman-Puente

Latitude: **21914533N** Longitude: **091845338** Seq. No. **19** Date: **0711469** Sampling Depth: **26** Type: **29**

KEY PUNCHED

R x 10<sup>6</sup> 025 R sample 022 **783**

R KCl 711 Temperature °C **38**

Density at 20°C            mg/l **39** **41**

SiO<sub>2</sub> 5 **17**

Al            ml            mg/l **42** **44**

A 0.00250 mg            mg/l

.00625 mg            mg/l

.0125 mg            mg/l

.025 mg            mg/l

Sample            mg/l

Fe A 0.025 mg            ml            mg/l

Sample Total            mg/l

Sample Diss.            mg/l

Mn            ml            mg/l

Total            mg/l

Ca 25 ml            mg/l **45** **49**

Dissolved            mg/l

Mg 50 ml            mg/l **50** **53**

20.2 20.2

20.2 20.2

K            ml            mg/l **54** **58**

Na + K            ml            mg/l **59** **61**

Calc.            ml            mg/l **59** **61**

Percent error            Total cations            **10.85**

HCO<sub>3</sub> 5.75 **25** ml            mg/l **62** **65**

Total Alk as CO<sub>2</sub> 113 **62** **65**

CO<sub>2</sub> 25 ml            mg/l **66** **67**

SO<sub>4</sub> 25 ml            mg/l **68** **72**

Blk            ml            mg/l **68** **72**

Std            ml            mg/l **68** **72**

Sample 2.97 **68** **72**

Cl 2.5 ml            mg/l **73** **78**

Source            Card No. 80 **78**

F 1.00 mg/l            mg/l **26** **28**

A 1.00 mg/l            mg/l **26** **28**

2.00 mg/l            mg/l **26** **28**

NO<sub>3</sub>            ml std.            mg/l **29** **32**

A sample 3.9 **29** **32**

A            ml std            mg/l **29** **32**

A            ml std            mg/l **29** **32**

Factor            **01**

NO<sub>2</sub>            ml            mg/l **33** **35**

A 0.01 mg            mg/l **33** **35**

.02 mg            mg/l **33** **35**

.05 mg            mg/l **33** **35**

Sample            mg/l **33** **35**

Ortho            mg/l **33** **35**

Total            mg/l **33** **35**

A 0.0050 mg            mg/l **33** **35**

.0100 mg            mg/l **33** **35**

.0250 mg            mg/l **33** **35**

.0500 mg            mg/l **33** **35**

Sample            mg/l **33** **35**

Total anions            **10.84**

Milliequivalents per liter           

Na+K            Cl           

Ca            MgCO<sub>3</sub>+CO<sub>2</sub>           

Mg            SO<sub>4</sub>           

B            mg **36**

A            mg **36**

Al            mg **39** **41**

Cu            mg **50** **52**

Fe            mg **42** **45**

Pb            mg **53** **54**

Zn            mg **55** **57**

Mn            mg **46** **49**

Disolved solids:            mg **58** **63**

Determined            mg **58** **63**

Calculated            mg **64**

Hardness            mg/l Ca + Mg **8.98** **70**

me/l Alk            **3.77** **70**

me/l NCH            **5.21** **74**

Color            **78** **79**

Br            **26** **28**

Alk. as CaCO<sub>3</sub>            **32** **35**

Free CO<sub>2</sub>            **39** **41**

Percent            SAR            RSC           

Na            **45** **47**

NO<sub>2</sub>            **47** **48**

MBAS            **45** **47**

ANALYST: ALVIN M. PICKARD Checked by:           

Date begun: JUL 23 1969 Completed:           

Transmittals            Date:           

Records processing:           

Collector:           

Owner:           

Recorded by:            Punched by:           

Recorded by:            Punched by:           

Recorded by:            Punched by:           

Recorded by:            Punched by:           

Recorded by:            Punched by:           

Recorded by:            Punched by:           

Recorded by:            Punched by:           

Recorded by:            Punched by:           

Recorded by:            Punched by:



**Special Warranty Deed  
Jerry Kye Mask to BexarMet  
Volume 7711, Page 854**



**SPECIAL WARRANTY DEED**

98- 0202037

STATE OF TEXAS §  
COUNTIES OF BEXAR §  
AND ATASCOSA §


KNOW ALL MEN BY THESE PRESENTS:

THAT, **JERRY K. MASK** (also known as **JERRY KYE MASK**) (hereinafter called Grantor, whether one or more), owning, claiming and occupying other property as his homestead, for and in consideration of the sum of **TEN AND NO/100 DOLLARS** and other good and valuable considerations to Grantor in hand paid by **BEXAR METROPOLITAN WATER DISTRICT** (hereinafter called Grantee, whether one or more), the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto Grantee, whose mailing address is as hereinafter set forth, the following described real estate, together with all improvements thereon, situated in Bexar and Atascosa Counties, Texas, being more particularly described as follows, to-wit:

Being 268.132 acres of land situated partially within the Andres Krust Survey Number 438, Abstract 403, County Block 4265, the William Klemeke Survey Number 439, Abstract 401, County Block 4266, and the William Klemeke Survey Number 441, Abstract 1234, County Block 4267, located within Bexar County and Atascosa County, Texas. Said 268.132 acres of land being that same property as described in Warranty Deed, dated December 29, 1994, Grantor: Lackland Water Company, LTD., Grantee: Jerry K. Mask and wife, Linda G. Mask and recorded in Volume 6303, Page 1098 of the Real Property Records of Bexar County, Texas. The bearings recited herein are based on the above Warranty Deed recorded in Volume 6303, Page 1098. Said 268.132 acres of land being more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, Grantee's heirs, successors or assigns forever. And Grantor does hereby bind Grantor, Grantor's heirs, successors or assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee herein, Grantee's successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise and subject to the exceptions listed on Exhibit "B".

Nothing in this conveyance shall be construed to revive or recreate any of the encumbrances listed on Exhibit "B" if they have already terminated or expired, and to the extent that the rights of third parties arising from such instruments described on Exhibit "B" have already terminated, no new rights are inferred or intended to be created by this deed. Nothing contained in this paragraph shall be construed to confer any benefits or rights on third parties. However, in the event that any of said matters do not actually affect the Property, then this paragraph shall not in any way be construed as causing said matters to become effective against the parties. Further, however, in the event that said matters cannot be otherwise enforced against this Grantee, as a political subdivision of the State of Texas, then this paragraph shall not be construed as causing said matter to become otherwise enforceable against this Grantee.

EXECUTED on the 13 day of November, 1998.


JERRY K. MASK

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(ACKNOWLEDGMENT)

STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was ACKNOWLEDGED before me, on this the 13 day of November, 1998, by JERRY K. MASK.

  
NOTARY PUBLIC, STATE OF TEXAS

SHARROLI VETTERS  
Commission Expires 9/26/2000

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GRANTEE'S MAILING ADDRESS:  
AFTER RECORDING RETURN TO  
GRANTEE AT:  
Bexar Metropolitan Water District  
2047 W. Malone  
San Antonio, Texas 78225

PREPARED IN THE LAW OFFICE OF:  
WEST & WEST ATTORNEYS  
2929 Mossrock, Suite 204  
San Antonio, Texas 78230

**FIELD NOTES DESCRIBING  
268.132 ACRES OF LAND  
IN BEXAR AND ATASCOSA COUNTY, TEXAS**

Being 268.132 acres of land situated partially within the Andres Krust Survey Number 438, Abstract 403, County Block 4265, the William Klemeke Survey Number 439, Abstract 401, County Block 4266, and the William Klemeke Survey Number 441, Abstract 1234, County Block 4267, located within Bexar County and Atascosa County, Texas. Said 268.132 acres of land being that same property as described in Warranty Deed, dated December 29, 1994, Grantor: Lackland Water Company, LTD., Grantee: Jerry K. Mask and wife, Linda G. Mask and recorded in volume 6303, page 1098 of the Real Property Records of Bexar County, Texas. The bearings recited herein are based on the above Warranty Deed recorded in volume 6303, page 1098. A plat has been prepared to accompany these field notes. Said 268.132 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found iron pin being the northeast corner of Lot 18 and the southeast corner of Lot 19, Rolling Meadow Subdivision as shown on plat recorded in volume 8500, page 112 of the map and plat records of Bexar County, Texas. Said iron pin being the most westerly corner of this herein described 268.132 acre tract of land;

THENCE leaving the east line of Rolling Meadow Subdivision, generally with a barbed wire fence, North 81°25'13" East, 354.91 feet to a found iron pin;

THENCE North 00°00'27" West, 643.26 feet to a set iron pin;

THENCE North 85°50'24" East, 854.17 feet to a found iron pin;

THENCE North 86°27'37" East, 1,702.51 feet to a found iron pin;

THENCE leaving the barbed wire fence and generally with a wood fence, North 02°35'57" East, 1,812.95 feet to a found iron pin on the south right-of-way of I. H. Highway Number 35 (South);

THENCE leaving the wood fence and generally with a barbed wire fence, and with the south right-of-way of I. H. Highway Number 35 (South), North 71°34'43" East, 225.56 feet to a found iron pipe;

THENCE leaving the south right-of-way of I. H. Highway Number 35 (South), leaving the barbed wire fence, generally with a chain link fence, and later generally with a barbed wire fence, South 89°46'40" East, 1,545.77 feet to a set iron pin at a fence intersection. Said set iron pin being the northeast corner of this herein described 268.132 acres of land;

THENCE generally with a barbed wire fence, South 00°20'41" East, 415.38 feet to a set iron pin

THENCE South 00°48'32" East, 210.62 feet to a set iron pin;

THENCE South 00°57'00" East, 1,521.72 feet to a set iron pin;  
THENCE South 00°24'27" East, 408.07 feet to a set iron pin;  
THENCE South 00°04'50" West, 1,191.10 feet to a set iron pin at a fence intersection and being the southeast corner of this herein described 268.132 acres of land;  
THENCE continuing generally with a barbed wire fence, North 89°41'07" West, 821.03 feet to a set iron pin;  
THENCE North 89°07'57" West, 144.50 feet to a set iron pin;  
THENCE North 89°41'50" West, 204.39 feet to a set iron pin;  
THENCE North 89°39'13" West, 866.63 feet to a set iron pin;  
THENCE South 89°53'40" West, 235.12 feet to a set iron pin;  
THENCE North 89°35'21" West, 293.28 feet to a set iron pin;  
THENCE North 89°01'54" West, 244.24 feet to a found iron pin;  
THENCE North 89°45'12" West, 1,207.73 feet to a set iron pin;  
THENCE North 88°45'46" West, 297.70 feet to a set iron pin;  
THENCE North 89°10'07" West, 369.22 feet to a found iron pin being the southwest corner of this herein described 268.132 acres of land;  
THENCE North 00°28'36" East, 617.64 feet to a found iron pin being the southeast corner of the hereinabove Rolling Meadow Subdivision;  
THENCE with the east line of Rolling Meadow Subdivision, North 15°24'40" West, 366.74 feet to the Place of Beginning and containing, approximately 237.112 acres in Bexar County, and approximately 31.020 acres in Atascosa County, 268.132 total acres of land according to a survey made on the ground under my supervision on October 4, 1998.



  
Bill Callender  
Registered Professional Land Surveyor  
No. 4777

## EXHIBIT 'B'

Undefined easement to Comal Power Company as provided by instrument recorded in Volume 877, Page 107, Deed Records of Bexar County, Texas.

Easement and Right of Way to Humble Pipe Line Co. as provided by instrument recorded in Volume 1001, Page 218, Bexar County Deed Records, transferred to Humble Oil and Refining Co. by instrument recorded in Volume 1039, Page 268, Bexar County Deed Records, said easement ratified by instrument recorded in Volume 1461, Page 353, Bexar County Deed Records, and in Volume 128, Page 154, Atascosa County Deed Records.

Assignment of Easements dated April 16, 1928, executed by Humble Pipeline to Humble Oil & Refining Co., recorded in Vol. 110, Page 581, of the Deed Records of Atascosa County.

Easement to Atlantic Pipe Line Co. as provided in instrument recorded in Volume 2679, Page 356, of the Bexar County Deed Records, and in Volume 197, Page 143, Atascosa County Deed Records.

Easement to the State of Texas as provided by instrument recorded in Volume 5329, Page 634, of the Bexar County Deed Records.

One-half (1/2) of all oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 2878, Page 510, of the Real Property Records of Bexar County, Texas, and Volume 631, Page 424, Atascosa County Deed Records.

Certified Copy of Deed of Ratification dated November 6, 1934, executed by Southwestern Life Insurance Company to Humble Oil & Refining Company, recorded in Book 15, Page 18, Official Public Records, Atascosa County, Texas.

Certified Copy of Easement dated December 19, 1925 executed by Edith R. Nelson, a widow to Comal Power Company, recorded in Book 15, Page 24, Official Public Records, Atascosa County, Texas.

Certified Copy of Right of Way dated November 2, 1927, executed by Edith R. Nelson to Humble Pipe Line Company recorded in Book 15, Page 30, Official Public Records of Atascosa County, Texas.

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Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEKAR  
I hereby certify that this instrument was FILED in File Number Sequence or the date and at the time stamped hereon by me and was duly RECORDED the Official Public Record of Real Property of Bexar County, Texas on:

NOV 18 1998



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:  
BEXAR COUNTY, TX  
GERRY RICKHOFF, COUNTY CLERK

On Nov 16 1998

At 11:12am

Receipt #: 177305  
Recording: 11.00  
Doc/Mgmt: 6.00

Doc/Num : 98- 0202037

Deputy -Catherine Revilla

RECORDERS MEMORANDUM

At time of Recordation this instrument was found to be inadequate for good photographic reproduction due to: (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

VOL 7711 PG 0859

**Assignment and Bill of Sale of Water Rights - 1998**

**ASSIGNMENT AND BILL OF SALE  
OF WATER RIGHTS**

STATE OF TEXAS           §

98- 0202042

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR       §

THIS ASSIGNMENT AND BILL OF SALE OF WATER RIGHTS ("Assignment") is made and executed as of the date written below, by and between **JERRY K. MASK** also known as **JERRY KYE MASK** ("Assignor") and **BEXAR METROPOLITAN WATER DISTRICT**, a political subdivision of the State of Texas ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are respectively Grantor and Grantee parties to that certain Special Warranty Deed ("Deed") of even date herewith, providing for the sale to Assignee of the real property and easements of Assignor more particularly described in said Deed to the real property described in Exhibit "A" attached hereto (the "Real Property");

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor and Assignee, hereby agree as follows:

1. Terms. Capitalized terms herein and in Exhibit "B" attached hereto shall have the same meaning as in the Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, with only the covenants of warranty of title set out in the Deed, all of Assignor's right, title and interest in and under the Assignor's Water Rights described (and limited) in Exhibit "B" attached, together with all of Assignor's rights, benefits and privileges thereunder, and together with any certificates, deeds, permits or easements existing in connection therewith. Assignee, for itself and its successors and assigns, hereby assumes and agrees to perform all duties, liabilities and obligations with respect thereto. This Assignment is made and given in connection with the execution and delivery of the Deed, and is intended to more fully convey and assign the Water Rights.

3. Nonassignability. Except as hereinafter stated, (i) to the extent that any Water Rights to be assigned to Assignee herein shall be unassignable, this Assignment shall not constitute an assignment thereof, and (ii) to the extent that the assignment of any such Water Rights shall require the consent of another party thereto or any governmental agency, this Assignment shall not constitute a present assignment of the same, unless or until such consent is obtained. If an attempted assignment without such consent of such other party or governmental agency would constitute a breach thereof, or a violation of law or regulations, or in any material way affect the rights of Assignor or Assignee thereunder or hereunder, or would affect Assignor's rights thereunder so that

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Assignee would not in its reasonable judgment receive all of such water rights and/or the beneficial use thereof, then Assignor, solely at Assignee's expense, shall cooperate with Assignee in any reasonable arrangement designed to provide for Assignee, and its successors and assigns, the benefits under such Water Rights which are intended to be assigned hereby. If this document, due to its form and/or substance and/or due to any existing or future rule, regulation, statute, circumstance, court decision, or cause whatsoever should not accomplish the receipt by Assignee of all of such rights, then this document shall be deemed to expressly be in the form and contain the substance needed to comply, conform, be an exception to or contract around any such existing or future rule, regulation, statute, circumstance, court decision, or cause, and Assignor shall cooperate with Assignee solely at Assignee's expense to provide for Assignee, and Assignee's successors and assigns, the benefits under such Water Rights which are intended to be assigned hereby. Nothing in this paragraph will be construed as causing the Assignor to have any continuing liability or obligation to third parties having anything to do with the Water Rights herein assigned, and Assignee will save, keep and hold Assignor harmless from any such obligations, liability, cost, damages or attorney's fees asserted by third parties against Assignor arising out of or connected to the terms, stipulations and conditions of this paragraph. Notwithstanding the preceding, this Assignment constitutes (i) an assignment, conveyance and transfer as between Assignor and Assignee of all of Assignor's right, title and interest in and to the Water Rights; (ii) the consent of Assignor to substitute Assignee in the place of Assignor in all such Water Rights; and (iii) the assignment of all of Assignor's benefits under any agreements constituting the Water Rights, including, but not limited to, all payments due Assignor under such agreements arising from services or water provided after the date hereof, SAVE AND EXCEPT as limited in said Exhibit "A" attached hereto.

4. **Binding Effect.** Subject to the provisions hereof, this Assignment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and Assignor, Assignor's heirs, transferees, assigns and personal representatives, and, in the case of Assignee, its Transferees, successors and assigns.

5. **Construction and Severability.** All section headings used herein are for reference and identification purposes only and are not intended to, and shall not under any circumstances, serve to alter, amend, amplify, vary or limit the express provisions hereof. If any term or provision of this Assignment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the extent permitted by law.

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was ACKNOWLEDGED before me by THOMAS C. MORENO, General Manager/CEO of the BEXAR METROPOLITAN WATER DISTRICT, on this, the 13 day of November, 1998.

  
Notary Public, State of Texas  
  
SHARRON VETTERS  
My Commission Expires 9/26/2000

**AFTER RECORDING, RETURN TO:**  
West & West, Attorneys  
2929 Mossrock, Suite 204  
San Antonio, TX 78230

THENCE South 00°57'00" East, 1,521.72 feet to a set iron pin;

THENCE South 00°24'27" East, 408.07 feet to a set iron pin;

THENCE South 00°04'50" West, 1,191.10 feet to a set iron pin at a fence intersection and being the southeast corner of this herein described 268.132 acres of land;

THENCE continuing generally with a barbed wire fence, North 89°41'07" West, 821.03 feet to a set iron pin;

THENCE North 89°07'57" West, 144.50 feet to a set iron pin;

THENCE North 89°41'50" West, 204.39 feet to a set iron pin;

THENCE North 89°39'13" West, 866.63 feet to a set iron pin;

THENCE South 89°53'40" West, 235.12 feet to a set iron pin;

THENCE North 89°35'21" West, 293.28 feet to a set iron pin;

THENCE North 89°01'54" West, 244.24 feet to a found iron pin;

THENCE North 89°45'12" West, 1,207.73 feet to a set iron pin;

THENCE North 88°45'46" West, 297.70 feet to a set iron pin;

THENCE North 89°10'07" West, 369.22 feet to a found iron pin being the southwest corner of this herein described 268.132 acres of land;

THENCE North 00°28'36" East, 617.64 feet to a found iron pin being the southeast corner of the hereinabove Rolling Meadow Subdivision;

THENCE with the east line of Rolling Meadow Subdivision, North 15°24'40" West, 366.74 feet to the Place of Beginning and containing, approximately 237.112 acres in Bexar County, and approximately 31.020 acres in Atascosa County, 268.132 total acres of land according to a survey made on the ground under my supervision on October 4, 1998.

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*[Handwritten Signature]*  
 Bill Callender  
 Registered Professional Land Surveyor  
 No. 4777

THENCE with the north line of Old Highway Number 90, South 65°58'12" West, 625.10 feet to a found iron pin being the southwest corner of this herein described tract;

THENCE leaving the north line of Old Highway Number 90, North 22°11'44" West, 1,316.67 feet to a set iron pin;

THENCE North 33°29'42" West, 130.52 feet to a set iron pin;

THENCE North 21°51'37" West, 305.13 feet to a found iron pin;

THENCE still generally with a fence, South 67°49'42" West, 834.58 feet to a found iron pin;

THENCE North 19°59'46" West, 482.87 feet to a set iron pin;

THENCE South 71°58'53" West, 426.40 feet to a found iron pin and the apparent east line of the City of Sabinal city limits;

THENCE North 08°09'52" West, 69.09 feet to a found iron pin and being the northeast corner of the City of Sabinal city limits;

THENCE leaving the city limits line, North 00°50'50" East, 2,704.29 feet to a set iron pin;

THENCE North 88°35'02" West, 888.70 feet to a set iron pin on the east line of Uvalde County Road Number 323 (Old Sabinal-Utopia Road);

THENCE with the east line of Uvalde County Road Number 323, (Old Sabinal-Utopia Road) and generally with a fence, North 00°12'13" West, 2,408.21 feet to a set iron pin;

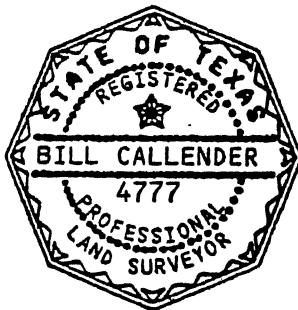
THENCE North 12°34'10" East, 88.50 feet to a set iron pin;

THENCE North 26°54'57" East, 26.64 feet to a set iron pin;

THENCE North 44°58'28" East, 317.09 feet to a set iron pin;

THENCE North 32°20'04" East, 150.06 feet to a set iron pin;

THENCE North 00°15'43" East, 1,504.97 feet to the Place of Beginning and containing 594.260 acres of land according to an actual survey made on the ground under my supervision on December 17, 1998.



Bill Callender  
Registered Professional Land Surveyor  
No. 4777

**Assignment of Easements**  
**Volume 110, page 581**

110/581

O O OOpO O O O

2422

STATE OF TEXAS    ∅

COUNTY OF HARRIS ∅       WHEREAS, heretofore, on divers days and dates Humble Pipe Line Compa  
a Texas Corporation, secured by purchase and contract certain rights of way from the various  
landowners in the counties through which said hereinafter mentioned pipe line and right of  
way are situated as herein mentioned and described; and

WHEREAS said contracts were purchased and acquired for Humble Oil & Refining Company b  
said Humble Pipe Line Company, but taken in the name of the latter Company, and said pipe  
lines constructed by said latter Company for the said Humble Oil & Refining Company; and

WHEREAS said pipe line and pipe lines and rights of way hereinaftermentioned are actual  
ly the property of, and owned by Humble Oil & Refining Company but appear on the record in t  
name of Humble Pipe Line Company; and

WHEREAS it is the desire of both grantor and grantee companies herein to place the legal  
title with the equitable title in the true owner thereof, to-wit: Humble Oil & Refining Com-  
pany;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Humble Pipe Line Company, a Texas corporation, doing business under and by virtue  
of the laws of the State of Texas, and duly incorporated within said State, with its princi-  
pal office and place of business in Houston, Harris County, Texas, for and in consideration  
of the sum of Five Dollars(\$5.00) and other valuable considerations, cash in hand paid by  
Humble Oil & Refining Company, receipt of which is hereby acknowledged and confessed, and fo  
the further consideration and purpose of placing the legal title to the hereinafter mentione  
property in the Humble Oil & Refining Company, the true owner, and in consideration of all th  
premises, granted, sold, conveyed, transferred and assigned, and do by these presents, grant,  
sell, convey, transfer and assign unto Humble Oil & Refining Company, also a Texas Corporati  
duly and legally incorporated and doing business under and by virtue of the laws of the Stat  
of Texas, with its principal offices and place of business in Houston, Harris County, Texas,  
the following mentioned and designated property, rights and easements, to-wit:

First: All rights, title, interest, claim and ownership in and to the following right of way  
contracts listed and designated by reference to the grantor of said contracts and name of su  
vey through which the same runs, and the volume and page of the record and county in which  
same is recorded, to-wit:

Name:	Survey:	County:	Deed Records:
W.P. Atkins	J.B. Rippstein No. 451	Medina	Vol. 86 Pg. 34
Edwin Woodward	Thos. Thomas #516	Medina	vol. 86 Pg. 104-105



B.B.Bales et ux	G.Rissman #450½	Medina	Vol.86 pg.34-35
W.T.Garnand et ux	G.Rissman #450½	Medina	Vol.88, pg.37-38
E.L.Been et ux	H.Ransing #517	Medina	Vol.86,pg.36
H.N.Been	H.Ransing #517	Medina	Vol.86,pg.37
San Antonio Trust by Trustees	J.B.Goettleman #512 and other surveys as men- tioned in contract	Bexar & Atascosa	Vol.1003,pg.263-266
Mrs.C.D.Lancaster	J.B.Goettleman #512	Atascosa	Vol.109,pg.253-254
Meddie Duderstadt	J.B.Goettleman #512	Atascosa	Vol.109 pg.252-253
Annie Collins	J.B.Goettleman #512	Atascosa	Vol.109,pg.251-252
David Neal,Frances Neal, L.B.Ellis	J.B.Goettleman #512	Atascosa	Vol.109,pg.472-473
C.W.Williamson	J.B.Goettleman #512	Atascosa	Vol.109,pg.256
Name:	Survey:	County:	Deed Records:
G.W.Foster et ux	Thos.Thomas #513½	Atascosa	Vol.109,pg.255
Lela B.Johnson	Jno.Matter #442	Atascosa	Vol.109,pg.254
Edith R.Nelson	Wm.Klemke #441-439 A.Krust	Atascosa & Bexar	Vol.1001,pages 218-219
Annie Kirby et al	B.G.Andrew	Bexar	Vol.987,pages 428-429
Tom C.Griffin et ux	R.Kirby	Bexar	Vol.993,pages 297-298
International & Great Northern Railroad Company	L.Dirks	Bexar	
Geo. L.Avant et ux	Wm.Miller & Wm.Broeckner #178	Bexar	Vol.999,pg.64-5
Wm.G.McDonald et ux	Wm.Broeckner #178 I.Tejada	Bexar	Vol.999,pages 65-66
The Medina Townsite Company	A.Bustillos #56 Chas.Jonson#57	Bexar	Vol.999,pages 512-513
J.W.Watte et ux	Chas.Johnson	Bexar	Vol.993,pages 298
J.H.Shelton et al	Chas.Johnson	Bexar	Vol.987,pages 429-431
A.I.Serna et ux	Sam McCulloch	Bexar	Vol.987 pages 431-2
Joe A.Jackel	Sam McCulloch	Bexar	Vol.993,pages 286-287
Jno.W.Mueller et ux	Sam McCulloch	Bexar	Vol.993,pages 285-286
W.A.F.Vogt et ux	Sam McCulloch	Bexar	Vol.997 pg.95
M.A.Hanna et ux	Sam McCulloch	Bexar	Vol.993,pg.287-288
C.F.Krause et ux	Sam McCulloch	Bexar	Vol.993 pg.288-289
J.B.Mann et ux	Sam McCulloch	Bexar	Vol.993,pgs.296-97
John G.Vogt et ux	Stephen Jett	Bexar	Vol.993,pgs.299-300
W.H.Kochler et ux	Stephen Jett	Bexar	Vol.999,pgs.62-63
Christina Hoch et vir	J.M.Barrera	Bexar	Vol.999,pgs.63-64
Frank J.Marcheck et ux	J.M. Barrera	Bexar	Vol.997,pgs.93-94
Simon Wetz et ux	J. S. Simpson	Bexar	Vol.993,pg.300
Name:	Survey:	County:	Deed Records:
John Epp Jr.et ux	F.Ricardo	Bexar	Vol.997,pgs.94-95
A.G.Elley et ux	F.Ricardo	Bexar	Vol.1001 pgs.215-216
G.W.Hagy	F.Ricardo	Bexar	Vol.1001 pgs.217-218
Refugia Garcia	M.F.Rodriguez	Bexar	Vol.993,pg.630
Ernesto G.Ruiz	M.F.Rodriguez	Bexar	Vol.1001,pg.216-217
Vivian E.Hamilton	M.F.Rodriguez	Bexar	Vol.993,pg.630-311
Hamilton Land & Develop- ment Co. by V.E.Hamilton, President	M.F.Rodriguez	Bexar	Vol.993,pgs.628

Julius Doehne et ux	F.F.Morales & San Antonio Townsite tract #6, Range #5	Bexar	Vol.993, pg.628-29
International & Great Northern RR Co.	J.P.Rippstein	Medina	
G.H. & S.A. Ry. Co.	F.Ricardo	Bexar	
International & Great Northern RR Co.	San Antonio Townsite tract	Bexar	

together with any other and further right of way contracts already obtained and hereafter obtained on said four inch pipe line from Humble Pipe Line Company's pump station at Lytle, Texas, to said Refinery in Bexar County, Texas, and the specific mention of the contracts above is not intended to, and does not exclude any other right of way contracts for said line but this conveyance is intended to, and does convey all of said right of way contracts in the name of Humble Pipe Line Company obtained and hereafter to be obtained for said four inch discharge line.

Second: All the pipe line, pipe lines, pipe, connections and all appurtenances thereto in anywise connected with or belonging to said pipe line or pipe lines from the Humble Pipe Line Company's pumping station at Lytle, Medina County, Texas, to the Humble Oil & Refining Company's refinery located near the City of San Antonio, Bexar County, Texas,

Third: All rights of renewal and extensions of said rights of way contracts, including the rights to lay, maintain, operate and repair lines or additional lines, and all other rights contained in said contracts.

TO HAVE AND TO HOLD unto said Humble Oil & Refining Company, its successors and assigns forever, all and singular the above described property, contracts, easements and appurtenances thereto; and Humble Pipe Line Company hereby binds itself, executors and administrators to warrant and forever defend the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging to the said Humble Oil & Refining Company against the claim or claims of any person whomsoever.

WITNESS the hand of Humble Pipe Line Company this the 16th day of April, A.D., 1928.

Humble Pipe Line Company,

By W.S.Pillow, Vice-President.

Attest: C.S. Wess

Asst. Secretary

(Seal)

STATE OF TEXAS     Ø

COUNTY OF HARRIS   Ø

Before me, the undersigned authority, on this day personally appeared W.S.Pillow, Vice-President, 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, in the capacity therein stated, and as the act and deed of Humble Pipe Line Company.

Given under my hand and seal of office this the 18th day of April, A.D., 1928.

E.A.Tietze, Notary Public, Harris  
County, Texas.

(Seal)

Filed for record July 10, A.D., 1928, at 11:20 o'clock a.m., and duly recorded July 10, A.D., 1928, at 1:40 o'clock p.m., in Atascosa County Deed Record, Vol.110, pages 581-583.

Edgar Richardson, Clerk County Court,  
Atascosa County, Texas.

By *Roland B. Witley* Deputy.

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**Ratification of Easement**  
**Volume 128, page 154**

THE STATE OF TEXAS,  
COUNTIES OF BEXAR AND ATASCOSA]

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHWESTERN LIFE INSURANCE COMPANY, a corporation, for and in consideration of the sum of Eighty-two and 60/100 Dollars (\$82.60) cash in hand paid by HUMBLE OIL & REFINING COMPANY, the receipt of which is hereby acknowledged and confessed, does hereby ratify and confirm unto the said Humble Oil & Refining Company, a Texas corporation, its successors and assigns, that certain pipe line right of way easement executed by Edith R. Nelson in favor of Humble Pipe Line Company, dated November 2, 1927, and recorded in Volume 100L, pages 218 and 219, Deed Records of Bexar County, Texas, over and across the following described lands and premises in Bexar and Atascosa Counties, Texas, to-wit:

Being 760 acres of land situated about two miles east of Lytle, Texas; being 654 acres in Bexar County and 106 acres in Atascosa County, parts of the Andres Krust Surveys Nos. 437 and 438 and the Wm. Klemke Surveys Nos. 439 and 441, and described as follows:

BEGINNING at a rock for corner in old Frio City Road, the northwest corner of the Andres Krust Survey No. 437; THENCE south with west line of said survey 664 varas to a rock for corner; THENCE East 503-5/10 varas to rock for corner; THENCE South crossing I & G N Railroad and county road, 603 varas to rock for corner in the north line of Wm. Klemke Survey No. 441; THENCE West 468 varas, more or less, to the northwest corner of the Wm. Klemke Survey No. 441; THENCE South along the west line of Wm. Klemke Survey No. 441; 485 varas to a rock for corner, being the most southwesterly corner of this tract; THENCE East crossing Regsdale Creek 1253 varas to a rock for corner; THENCE South 223 varas to a rock for corner; THENCE East to county line 934 varas, and continuing to the southeast corner of the 200-acre tract set apart by Nelson as a homestead, 1685-5/10 varas in all, being the southeast corner of this tract; THENCE North 1550-5/10 varas to rock for corner; being the northeast corner of this tract; THENCE West 1362 varas to rock for corner in the east line of the Andres Krust Survey No. 437; THENCE North crossing the county road and the I & G N Ry. 650-6/10 varas to rock for corner in the old Frio City road, being the most northeasterly corner of this tract; THENCE West 1553 varas with the north line of said Andres Krust Survey No. 437, along old Frio City road to the place of beginning, and being the same land conveyed by Mrs. Cornelia S. Rogers, a feme sole, to Edith R. Nelson, by deed recorded in Vol. 253, page 234 of the Deed Records of Bexar County, Texas.

The above described pipe line right of way easement has heretofore been assigned to and is now owned and held by Humble Oil & Refining Company by that certain instrument of assignment from Humble Pipe Line Company to Humble Oil & Refining Company dated April 16, 1928, and recorded in Volume 110, pages 581-583, Deed Records of Atascosa County, Texas, and also recorded in Volume 1039, pages 268-271, Deed Records of Bexar County, Texas.

TO HAVE AND TO HOLD the same, together with all rights, titles and privileges conveyed by said right of way contract, unto Humble Oil & Refining Company, its successors and assigns, in accordance with the terms and provisions of said above described pipe line right of way easement contract.

It is agreed that any sale of said property under foreclosure of the deed of trust lien of Southwestern Life Insurance Company thereon shall be subject to said easement, and that the foreclosure judgment, order of sale and notice of sale shall so state and provide.

WITNESS the hand and seal of said Southwestern Life Insurance Company at Dallas, Texas, this the 6th day of November, A.D. 1934.



**Right of Way**  
**Volume 197, Page 143**



RIGHT OF WAY AGREEMENT -- TEXAS

THE STATE OF TEXAS )  
COUNTY OF ~~ATASCOSA~~ )  
Bexar

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, R. A. Harman a resident of Bexar County, Texas

1949/1/23

hereinafter styled "Grantor", whether one or more, for and in consideration of the sum of **Sixty Six and no/100** (\$ **66.00** ) DOLLARS, paid by ATLANTIC PIPE LINE COMPANY, a Maine corporation, the receipt of which is hereby acknowledged, does hereby grant and convey unto ATLANTIC PIPE LINE COMPANY, hereinafter called "GRANTEE", its successors and assigns, the right to lay, replace, maintain, operate, change the size of, and remove pipes and pipe lines for the transportation of oil, gas, water and other fluids, or any of them, and the right, either in connection with said pipe lines or independently thereof, or both, to construct, operate, alter, add to, maintain and remove telephone, telegraph, and power lines, or any of them, consisting of poles, wires and all other incidental equipment, together with the right to permit, for any purpose whatsoever, the attachment, maintenance and use of the wires, with all incidental equipment, of any other party or parties, together with the right of ingress and egress, for the purposes aforesaid, on, over, under, through and across the following described land situated in <sup>Bexar &</sup> Atascosa County, Texas, to-wit:

Through the R. A. Harman tract in Section ~~441~~<sup>441</sup>, Wm. Klemcke Survey, A-519, Atascosa County, & A-123~~4~~<sup>4</sup> Bexar County, Texas

together with the right to cut, trim and remove, now or hereafter, bushes, trees and all other obstructions which may interfere with the rights herein granted.

Grantor retains the right to fully enjoy and use the above described premises for all purposes not inconsistent with the rights herein granted to Grantee.

Grantee shall have the right to select the route upon which all lines of pipe and other lines are laid and constructed under this agreement, and any line of pipe laid after the first line of pipe shall be laid parallel with and adjacent to said first line of pipe. Should more than one line of pipe be laid under this grant, at any time, an additional consideration equal to the above recited consideration shall be paid for each line of pipe laid after the first line of pipe. All pipe laid under this grant shall be buried to such a depth as not to interfere with the ordinary cultivation of the above described land.

Grantee agrees to pay for any damages to fences, growing crops, improvements and timber, except timber trimmed, of Grantor arising from the exercise by Grantee of the rights herein granted.

This grant shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee, and shall be assignable by Grantee as to all or any of the rights herein granted to Grantee, or any interest therein.

It is also understood and acknowledged by Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and this right-of-way agreement contains all of the agreements and stipulations between the parties.

EXECUTED this 21 day of January, A. D. 1949.

Tract #156  
Draft #785

R. A. Harman

THE STATE OF Texas )  
COUNTY OF Bexar )ss.

a Notary Public in and for the county of Bexar appeared R. A. Harman 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 the 21 day of January, A. D. 1949.

Before me, Mrs. Addie Barron

, and State of Texas, on this day personally known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

(Seal)

Commission expires May 31, 1949.

Mrs. Addie Barron  
Notary Public in and for Bexar County, Texas

THE STATE OF )  
COUNTY OF )ss.

a Notary Public in and for the County of appeared wife of on this day personally known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the day of A. D. 194

Notary Public in and for County,

Filed for record April 4th A. D. 1949 at 10:30 o'clock A. M., and duly recorded April 30th A. D. 1949 at 10:05 o'clock A. M., in Atascosa County Deed Records, Volume 197, Pages 143

C. W. MARTIN, Clerk County Court, Atascosa County, Texas.  
By Madeline H. Lutenbacher Deputy.

**Mineral Lease**  
**Volume 427, Page 212**



John C. Lott, et ux To Lee Minton

OIL, GAS AND MINERAL LEASE

Handwritten initials and number 479

THIS AGREEMENT, made this 10th day of November

JOHN C. LOTT and KATIE P. LOTT

19 5 between

whose address is Lytle, Texas 78052

Lessor (whether one or more), and LEE MINTON and his assigns

whose address is P. O. Box 177, Lytle, Texas 78052

WITNESSETH:

I, Lessor in consideration of Ten and no/100 Dollars

10.00 in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose by any means or methods, of testing for formation, or structures or prospecting and drilling for, mining, and producing oil, gas, distillate, condensate, helium, carbon dioxide, uranium, thorium, salt, sulphur and all other minerals, whether similar or dissimilar to those mentioned, injecting water, other fluids, air, steam, or gas, into subsurface strata, storing minerals and fluids, laying pipelines, dredging canals, building, using and maintaining roads, bridges, docks, tanks, piers, stations, telephone and electric transmission lines, and other structures and facilities, including houses for employees, for producing, saving, caring for, treating, processing, and transporting minerals and substances covered hereby and for conducting said operations, the following described land, including any reversionary rights therein, in Bexar and Atascosa Counties

and, including any reversionary rights therein, in Bexar and Atascosa Counties, Texas, together with all land or interests owned by Lessor adjoining or contiguous to such land, whether in the same or different surveys, to-wit:

That certain 417.246 acres which is more particularly described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein by reference.

For determining the amount of any rental or shut-in gas royalty payment hereunder, the leased premises shall be treated as comprising 417.246 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (hereinafter called "primary term"), and as long thereafter as oil, gas, condensate, sulphur or any other mineral or substance covered hereby is produced hereunder or from the land above described, or any operations (as hereinafter defined) are conducted, any payment is made, or any condition exists, which as hereinafter provided continues this lease in force.

3. The royalties to be paid by Lessee are (a) on oil, including but not limited to distillate and condensate recovered by ordinary field separators, one-eighth (1/8th) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected, or in the absence of a pipeline connection to the transporter receiving Lessee's oil, and at the same price received by Lessee; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the market value at the wells in the field or area (for oil (crude) having the same or nearest to the same gravity, or at (but not more than) the price received by Lessee for Lessee's oil; (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises or in the manufacture of gasoline or in the extraction of sulphur or any other product, the market value at the wells of one-eighth (1/8th) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced; provided that on gas sold at the wells, the royalty shall be one-eighth (1/8th) of the net proceeds received by Lessee from such sale, and provided further that, if any such sale of gas is regulated as to price to any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, calculated or allocated back to the wells from which produced, which is not subject to refund and which amount may be further adjusted up or down prospectively or retroactively when the price or rate authorized by such governmental agency is finally determined; (c) on sulphur produced as such and marketed, One Dollar per long ton (2240 lb.); (d) on all other minerals or substances covered hereby produced or mined, one-twentieth (1/20th) in kind of the crude product or mine ore to be delivered at the wellhead or at the point at which a mined product or ore reaches the surface, or at Lessee's election, one-twentieth (1/20th) of the value (at the wellhead or at the point at which a mined product or ore reaches the surface) of the crude product or crude ore produced or mined and marketed. During any period (whether before or after the expiration of the primary term hereof) while there is a gas well or wells completed hereunder and gas is not being sold or used and the well or wells are shut in and this lease is not being otherwise continued in effect under its terms or by production or operations, Lessee may pay or tender as royalty an amount (which shall be the same regardless of the number of shut-in wells) per half year, equal to one-half the annual rental hereunder provided, and it will be considered that gas is being produced for all purposes of this lease during the entire period for which any such payment is made or tendered (regardless of any subsequent shutting in of the well or wells following any gas sale, sales or use made during any such half-year period); such amount for the first half year to be payable within ninety (90) days following the shutting in of the first well unless production or operations are commenced or resumed during such ninety (90) day period, or, if this lease is then otherwise being maintained in force under its terms, within ninety (90) days following a cessation of production or operations, unless production or operations are commenced or resumed during such ninety (90) day period, and for subsequent periods in like manner semi-annually in advance thereafter. Each such royalty payment or tender may be made by check or draft of Lessee to the parties entitled to receive royalties in the same manner as provided for "rental" payments under Paragraph Four (4) hereof. Within the meaning hereof, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any vaporous substance covered hereby, and wells classified or capable of being classified as gas wells by any governmental authority. Lessee shall have free use of oil, distillate, condensate, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

4. If operations are not commenced hereunder on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in

Lytle State Bank at Lytle

or any successor bank, the sum of Four Hundred Seventeen and 25/100

Dollars (\$ 417.25), hereinafter called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of operations may be further deferred for periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or to Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided, have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until ninety (90) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent. Operations hereunder shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

5. If during the primary term and before there has been a discovery of any mineral or substance covered hereby on the leased premises, Lessee should drill a dry hole or fail in any operation to establish production thereon, this lease shall not be terminated thereby if Lessee commences further or additional operations, or commences or resumes the payment or tender of rentals, on or before the rental paying date, if any, next ensuing after ninety (90) days following the completion of the dry hole or failure of such operation to establish production, or, if there be no rental paying date, commences further or additional operations within ninety (90) days thereafter or before the expiration of the primary term, whichever is the later date. If after the discovery of any mineral or substance covered hereby, the production of all such minerals and substances should cease from any cause, this lease shall not be terminated thereby if, within ninety (90) days thereafter, production of any mineral or substance covered hereby is commenced, resumed or restored, or, if within ninety (90) days thereafter, Lessee commences further or additional operations hereunder, this lease shall remain in force so long as operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and if any such operations result in the production of any mineral or substance covered hereby, so long thereafter as any mineral or substance covered hereby is produced hereunder from the leased premises, or if cessation of such production occurs within the primary term hereof, this lease shall not be terminated thereby if Lessee commences or resumes the payment or tender of rentals on or before the rental paying date, if any, next ensuing after ninety (90) days following cessation of such production, or if, on or before such rental paying date, Lessee commences additional or further operations hereunder and thereafter continuously prosecutes same and if any such operations result in the production of a mineral or substance covered hereby, so long thereafter as any such mineral or substance covered hereby is produced from the leased premises. If at the expiration of the primary term, no mineral or other substance covered hereby is being produced on the leased premises but Lessee is then engaged in operations thereon, or shall have drilled a dry hole or failed in any operation to establish production thereon within ninety (90) days prior to the end of the primary term, this lease shall remain in force so long as operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and, if any such operations result in the production of a mineral or substance covered hereby, so long thereafter as any mineral or substance covered hereby is produced from the leased premises. All operations under this lease shall be deemed to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion of operations on any well or mine and the commencement or resumption of operations on the same or another well or mine. It is the intention hereof that this lease shall continue in effect for and during any such ninety (90) day period for all purposes hereunder.

6. Lessee shall have the right at any time until one year after the expiration of this lease to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay Lessor for damages to Lessor's growing crops caused by Lessee's operations. No well shall be drilled within two hundred (200) feet of any residence, barn or irrigation well now on said land without Lessor's consent. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, Lessee agrees to drill such offset well as a reasonably prudent operator would drill under the same or similar circumstances and which would be reasonably expected to be profitable to Lessee.

7. Lessee is hereby granted the right and power, to be exercised at its option at any time or times, to pool or combine the acreage covered by this lease or any portion thereof or any undivided interest covered thereby, as to oil and gas, or either of them, with other land, lease, leases, mineral or royalty interests, or any portion thereof, as to whose or undivided interests therein and regardless of ownership thereunder, in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or develop, and operate said leased premises. Units pooled for oil hereunder shall not exceed 40 acres each in area, plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not exceed in area 640 acres each, plus or minus from said application. Larger spacing or operation units for the development or operation of the unit of the field in which the unit is located or otherwise proceeding allowable based in whole or in part on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed and so permitted or otherwise allowed in such allocation or allowable. Any unit formed hereunder need not conform in size or area to any other unit; and units may be created hereunder to embrace all strata or any stratum or strata. The pooling in one or more instances shall not exhaust the rights







EXHIBIT A

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A 417.246 acre tract including that certain 376 acre tract (designated as Tract 2) in Deed from R. A. Harman, Trustee, to Ben Wilson Harman, Dorothy Wilson Blake and Mosell Wilson Daniels, equal undivided one-third shares, dated January 1, 1942, recorded in Volume 1893 at Page 41 of the Deed Records of Bexar County, Texas, out of the Andres Krust O.S. 437, Abstract 402, C.B. 4268, and the Andres Krust O.S. 438, Abstract 403, C.B. 4265, Bexar County, Texas, and also being out of the William Kemcke O.S. 441, Abstract 1234, C.B. 4267, and the William Klemcke O.S. 439, Abstract 401, C.B. 4266, Atascosa and Bexar Counties, Texas, and being more particularly described as follows:

BEGINNING at an iron pin set on the Southeast right-of-way line of I.H. No. 35, for the most Northerly corner of the herein described tract;

THENCE S. 89° 52' 30" E. - 1,546.20 feet along the fence line on the North side of the said Tract 2, to its Northeast corner, an iron pin set for the Northeast corner of the herein described tract;

THENCE Southerly with the fence line on the East side of said Tract 2 as follows:

S. 0° 22' 30" E. - 259.24 feet to an angle in same,  
S. 01° 03' 10" E. - 294.21 feet to an angle in same,  
S. 0° 28' 45" W. - 100.00 feet to an angle in same,  
S. 01° 09' 45" E. - 300.00 feet to an angle in same,  
S. 0° 18' 15" E. - 300.03 feet to an angle in same,  
S. 01° 12' 10" E. - 1,000.42 feet to an angle in same,  
S. 0° 23' 30" E. - 300.00 feet to an angle in same, and  
S. 0° 08' 05" W. - 1,192.96 feet to its Southeast corner, an iron pin set for the Southeast corner of the herein described tract;

THENCE Westerly with the fence line on the South side of said Tract 2 as follows:

S. 89° 43' 35" W. - 327.11 feet to an angle in same,  
N. 89° 41' 35" W. - 2,000.02 feet to an angle in same, and  
N. 89° 35' 45" W. - 2,353.34 feet to its most Southerly Southwest corner, an iron pin set for the most Southerly Southwest and a re-entrant corner of the herein described tract;

THENCE N. 0° 19' 00" E. - 617.68 feet along a fence to an iron pin set for an inside corner of the herein described tract, said point also being an inside corner of said Tract 2;

THENCE N. 89° 24' 55" W. - 1,140.20 feet along a fence to a point in same, an iron pin set for the most Northerly Southwest corner of the herein described tract, said point being the most Northerly Southwest corner of said Tract 2;

THENCE Northwesterly with the fence line on the Southwest side of said Tract 2 as follows:

N. 45° 30' 05" W. - 604.26 feet to an angle in same, and  
N. 45° 09' 55" W. - 689.73 feet to its intersection with the Southeast right-of-way line of I.H. No. 35, an iron pin set for the most Westerly corner of the herein described tract;

THENCE Northeasterly with the Southeast right-of-way line of I.H. No. 35 as follows:

N. 71° 02' 00" E. - 861.97 feet to an angle in same, an iron pin set for angle point,  
N. 53° 04' 00" E. - 307.30 feet to an angle in same, an iron pin set for angle point,

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- N. 60° 52' 00" E. - 1,100.00 feet to an angle in same, an iron pin set for angle point,
- N. 65° 38' 00" E. - 264.60 feet to an angle in same, an iron pin set for angle point,
- N. 65° 34' 00" E. - 118.80 feet to an angle in same, an iron pin set for angle point,
- N. 70° 24' 00" E. - 297.10 feet to a point in same, an iron pin set at the beginning of a circular curve to the left,  
Northeasterly 297.13 feet along the arc of a circular curve to the left, whose radius is 1,953.10 feet, to the end of said curve, a concrete right-of-way monument found set,
- N. 61° 41' 00" E. - 190.10 feet to a point in same, an iron pin set at the beginning of a circular curve to the right,  
Northeasterly 325.80 feet along the arc of a circular curve to the right, whose radius is 1,867.10 feet to the end of said curve, a concrete right-of-way monument found set, and
- N. 71° 41' 00" E. - 1,862.54 feet to the point of beginning.

CONTAINING 417.246 acres of land, more or less.

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PAGE 215

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1. Lessee and his assigns shall reimburse lessor for the reasonable value of any growing crops destroyed by the lessee's operations hereunder; moreover, lessee or his assigns shall reimburse lessor for the reasonable value of damages to the surface of the leased premises, which damages have been caused by lessee's unreasonable use thereof or negligence thereon; and, lessee or its assigns agrees to fill and level all slush pits, so as to return the surface to its original condition as nearly as practicable within a reasonable length of time after the abandonment of the use of such pit.

2. The parties hereto expressly agree that this lease covers and affects only the oil, gas, other hydrocarbons and sulfur in either liquid or gaseous phase, and that the words "oil, gas and other minerals" when used herein shall mean oil and/or gas, sulfur and liquid or gaseous hydrocarbons, and includes any mineral or minerals held in suspension in the oil, gas or hydrocarbons or any of them, but does not include coal, lignite, uranium or other fissionable materials, except as the same may be produced as an incident to the oil, gas, sulfur and liquid or gaseous hydrocarbon production.

3. The parties hereto mutually understand and agree that while lessee shall at all times during the term of this lease have access to the entire premises for all purposes set forth in this lease, lessee shall only commence drilling operations on any part of the leased premises which is then in cultivation and then planted or to be planted in the next planting season, in peanuts, cotton, grain or vegetables after lessee has drilled on the uncultivated portion of the premises a well or wells which lessee

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**Instrument dated May 26, 1983**  
**Volume 631, Page 424**

OTO  
R

Prepared by the State Bar of Texas for use by lawyers only. Reviewed  
1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

JOHN C. LOTT, ET UX TO JERRY K. MASK, ET UX

ASSUMPTION

**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS

COUNTY OF ATASCOSA

}

KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN C. LOTT and wife, KATIE P. LOTT,

of the County of Atascosa and State of Texas for and in  
consideration of the sum of TEN AND NO/100 (\$10.00)-----  
-----DOLLARS

and other valuable consideration to the undersigned paid by the grantee s herein named, the receipt of which  
is hereby acknowledged, and the further consideration of the assumption and agreement to pay  
by Grantees, according to the terms thereof, all principal and interest now  
remaining unpaid on that one certain promissory note in the original prin-  
cipal sum of \$214,000.00, dated August 9, 1978, executed by JOHN C. LOTT  
and wife, KATIE P. LOTT, and payable to the order of FEDERAL LAND BANK OF  
HOUSTON, and secured by a vendor's lien retained in deed of even date there-  
with upon the herein described property, and being additionally secured by  
a Deed of Trust thereon recorded in Volume 185, Pages 74-79, Deed of Trust  
Records of Atascosa County, Texas, and Grantees assume and promise to keep  
and perform all of the covenants and obligations of the Grantors named in  
said Deed of Trust; and the further consideration of the execution and deliv-  
ery by Grantees of their one certain promissory note of even date herewith,  
payable to the order of JOHN C. LOTT and wife, KATIE P. LOTT, in the prin-  
cipal sum of \$216,000.00, payable and bearing interest as therein provided  
and containing the usual clauses relating to acceleration of maturity and  
for attorney's fees, and providing for acceleration of maturity, at the option  
of the holder, in the event of default in the payment of the note hereby  
assumed, or default in any covenant or condition of the Deed of Trust securing  
said note hereby assumed, the payment of which said note of even date herewith  
is secured by a vendor's lien herein retained,

~~the payment of which is secured by the vendor's lien herein retained~~ and is additionally secured by a deed  
of trust of even date herewith to TRUETT K. WHITMIRE, Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto  
JERRY K. MASK and wife, LINDA G. MASK  
Star Route, Box 79, Lytle, Texas 78052

of the County of Atascosa and State of Texas, all of the following described real  
property in Atascosa and Bexar <sup>Counties</sup> ~~County~~ Texas, to-wit:

Being 268.011 acres in Bexar and Atascosa Counties, out of the Andres Krust Survey  
No. 137, Abstract 402, the Andres Krust Survey No. 138, Abstract 403, the William  
Klemeke Survey No. 441, Abstract 1234, and the William Klemeke Survey No. 439,  
Abstract 401, and being out of a 417.246 acre tract described in instrument recorded  
in Volume 6097, Page 696, Deed Records of Bexar County, Texas, and being more partic-  
ularly described by metes and bounds on Exhibit "A" attached hereto and incorporated  
herein by reference for all purposes;

(SEE OVER)

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AND all of Grantor's right, title and interest in and to that FEDERAL LAND BANK OF TEXAS stock, valued at \$10,700.00;

SAVE and EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, an undivided one-half (1/2) interest in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purposes of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom; said interest hereby reserved to remain in force and effect for a period of twenty-five (25) years from date hereof, and said interest hereby reserved to terminate at the end of said twenty-five (25) years.

This conveyance is made and accepted subject to the terms, conditions and stipulations of a Mineral Lease from JOHN C. LOTT and wife, KATIE P. LOTT, to LEE MINION, dated November 10, 1975, recorded in Volume 427, Pages 212-217, Deed Records of Atascosa County, Texas; and subject to the terms, conditions and stipulations of a Mineral Lease from JOHN C. LOTT and wife, KATIE P. LOTT, to LEE MINION, dated February 8, 1977, recorded in Volume 8011, Page 515, Deed Records of Bexar County, Texas; and subject to an easement for utilities to COMAL POWER CO. as set out in Volume 877, Page 107, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to HUMBLE OIL CO. as set out in Volume 1001, Page 218, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to HUMBLE OIL CO. as set out in Volume 128, Page 154, Deed Records of Atascosa County, Texas; and subject to an easement for drainage to STATE OF TEXAS as set out in Volume 5329, Page 634, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to ATLANTIC PIPE LINE CO. as set out in Volume 2679, Page 356, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to ATLANTIC PIPE LINE CO. as set out in Volume 197, Page 143, Deed Records of Atascosa County, Texas; and subject to the terms, conditions and stipulations of a Mineral Lease from JOHN C. LOTT and wife, KATIE P. LOTT, to BEN F. VAUGHN, dated November 15, 1979, recorded in Volume 1938, Page 159, Official Public Records of Real Property of Bexar County, Texas; reference to all of which instruments is herein made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

It is further expressly agreed that the vendor's lien herein retained shall secure the note of even date herewith and the note assumed by Grantees herein, and, in the event of default in the payment of said note so assumed (or default in any covenant or condition of any instrument securing payment of said note so assumed), the Grantors herein shall have the right and privilege of foreclosing the vendor's lien reserved in their favor herein.

EXECUTED this 26th day of May, A. D. 1983.

BOOK 631 PAGE 426

*John C. Lott*  
JOHN C. LOTT  
*Katie P. Lott*  
KATIE P. LOTT



RECORDER'S MEMO: LEGIBILITY OF  
WRITING, TYPING OR PRINTING  
**UNSATISFACTORY**  
IN THIS DOCUMENT WHEN RECEIVED

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF A 268.011 ACRE TRACT

BEING 268.011 acres in Bexar and Atascosa Counties, out of the Andres Krust Survey No. 137, Abstract 402, the Andres Krust Survey No. 138, Abstract 403, the William Klemeke Survey No. 441, Abstract 1234, and the William Klemeke Survey No. 439, Abstract 401, and being out of a 417.246 acre tract recorded in Volume 6097, Page 696, Deed Records, Bexar County, Texas;

BEGINNING at an iron pin found at the northeast corner of Lot 18 and the southeast corner of Lot 19, Rolling Meadow Subdivision as recorded in Volume 8500, Pages 111 and 112, Plat Records, Bexar County, Texas;

THENCE North  $81^{\circ} 41' 28''$  East 355.16 feet to an iron pin set for an angle point;

THENCE North  $00^{\circ} 03' 18''$  West 644.91 feet to an iron pin set for an interior northwest corner of this tract;

THENCE North  $85^{\circ} 52' 27''$  East 853.01 feet to an iron pin set for an angle point;

THENCE North  $86^{\circ} 29' 19''$  East 1705.75 feet to an iron pin set for an interior corner of this tract;

THENCE North  $02^{\circ} 29' 23''$  East 1815.24 feet to an iron pin set on the south R.O.W. line of IH 35 for a corner of this tract;

TRENC along the south R.O.W. line of IH 35 North  $71^{\circ} 45' 58''$  East 226.05 feet to an iron pin found for a corner of this tract;

THENCE South  $89^{\circ} 46' 40''$  East 1545.87 feet to an iron pin found for the northeast corner of the said 417.246 acre tract and this tract;

TRENC with a fence along the east line of the 417.246 acre tract and this tract as follows:

South 00° 40' 04" East 414.09 feet;  
South 00° 08' 33" East 215.09 feet;  
South 00° 58' 37" East 1479.33 feet;  
South 00° 30' 42" East 442.23 feet; and  
South 00° 02' 30" West 1195.56 feet to an iron pin set for the  
southeast corner of the 417.426 acre tract and this tract;

THENCE with a fence along the south line of the said 417.426 tract and  
this tract as follows:

North 89° 40' 22" West 816.66 feet;  
North 89° 30' 50" West 148.62 feet;  
North 89° 11' 03" West 204.35 feet;  
North 89° 47' 46" West 871.23 feet;  
South 89° 45' 27" West 233.36 feet;  
North 89° 14' 48" West 291.84 feet;  
North 89° 36' 29" West 1447.54 feet;  
North 89° 08' 00" West 297.70 feet; and  
North 89° 32' 33" West 369.22 feet to an iron pin set for the  
southwest corner of this tract;

THENCE North 00° 06' 10" East 618.88 feet to an iron pin found at the  
southeast corner of said Lot 18, for an angle point;

THENCE along the east line of said Lot 18, North 15° 26' 30" West 368.00  
feet to the POINT OF BEGINNING of the tract herein described and containing  
268.011 acres, more or less.

SIGNED FOR IDENTIFICATION:

John C. Lott  
JOHN C. LOTT  
Katie P. Lott  
KATIE P. LOTT

RECORDER'S MEMO: LEGIBILITY OF  
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Mailing address of each grantee:

Name: Mr. and Mrs. Jerry K. Mask  
Address: Star Route, Box 79  
Lytle, Texas 78052

Name:  
Address:

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(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF ATASCOSA }

This instrument was acknowledged before me on the 26<sup>th</sup> day of May  
by JOHN C. LOTT and wife, KATIE P. LOTT.

My commission expires:  
TRUETT K. WHITMIRE  
NOTARY PUBLIC STATE OF TEXAS  
COMMISSION EXPIRES 10-7-84

Truett K. Whitmire  
Notary Public, State of Texas  
Notary's printed name:



AFTER RECORDING RETURN TO:  
Mr. and Mrs. Jerry K. Mask  
Star Route, Box 79  
Lytle, Texas 78052

BILL: Truett



**Deed of Ratification**  
**Recorded in Book 15, Page 18**



Southwestern Life Insurance Co.      deed of Ratification      Humble Oil & Refining  
 THE STATE OF TEXAS,      )  
 COUNTIES OF BEXAR AND ATASCOSA.)      KNOW ALL MEN BY THESE PRESENTS; That SOUTHWESTERN LIFE  
 INSURANCE COMPANY, a corporation, for and in consideration of the sum of eighty-two and  
 60/100 Dollars (\$82.60) cash in hand paid by Humble Oil & Refining Company, the receipt of  
 which is hereby acknowledged and confessed, does hereby ratify and confirm unto the said  
 Humble Oil & Refining Company, a Texas corporation, its successors and assigns, that  
 certain pipe line right of way easement executed by Smith R. Nelson in favor of Humble  
 Pipe Line Company, dated November 2, 1927, and recorded in Volume 1001, pages 218 and 219,  
 deed records of Bexar County, Texas, over and across the following described lands and  
 premises in Bexar and Atascosa Counties, Texas, to-wit:

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Being 760 acres of land situated about two miles east of  
 Lytle, Texas; being 654 acres in Bexar County and 106 acres in Atascosa County, parts of  
 the Andres Krutz Surveys Nos. 437 and 438 and the Wm. Klemke Surveys Nos. 439 and 441, and  
 described as follows:

BEGINNING at a rock for corner in old Frio City Road, the  
 Northwest corner of the Andres Krutz Survey No. 437; THENCE South with west line of said  
 survey 664 varas to a rock for corner; THENCE east 503-5/10 varas to rock for corner;  
 THENCE South crossing I & G N Railroad and County Road, 603 varas to rock for corner in the  
 North line of Wm. Klemke Survey No. 441; THENCE West 468 varas, more or less, to the  
 Northwest corner of the Wm. Klemke Survey No. 441; THENCE South along the west line of Wm.  
 Klemke Survey No. 441, 485 varas to a rock for corner, being the most southwesterly corner  
 of this tract; THENCE East crossing Magdale Creek 1253 varas to a rock for corner;  
 THENCE South 223 varas to a rock for corner; THENCE East to County line 334 varas, and  
 continuing to the southeast corner of the 200-acre tract set apart by Nelson as a home-  
 stead, 1685-5/10 varas in all, being the southeast corner of this tract; THENCE North  
 1350-5/10 varas to rock for corner; being the northeast corner of this tract; THENCE West  
 1362 varas to rock for corner in the east line of the Andres Krutz Survey No. 437; THENCE  
 North crossing the County Road and the I & G N Ry. 680-5/10 varas to rock for corner in  
 the old Frio City Road, being the most northeasterly corner of this tract; THENCE West

RECORDED'S MEMO: LEGIBILITY OF  
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**CERTIFICATE**

The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED: 9-1-27



ROBERT D. GREEN  
COUNTY CLERK  
TEXAS COUNTY, TEXAS  
BY: W. Jackson Owsby



1533 Varas with the same line of said Andres Espar Survey No. 437, along old Frio City Road to the place of beginning, and being the same land conveyed by Mrs. Cornelia S. Rogers, a feme sole, to Edith Wilson, by deed recorded in Vol. 253, page 254, of the Deed Records of Bexar County, Texas.

The above described pipe line right of way easement has heretofore been assigned and is now owned and held by Humble Oil & Refining Company by that certain instrument of assignment from Humble Pipe Line Company to Humble Oil & Refining Company dated April 10, 1928, and recorded in Volume 110, pages 581-583, Deed Records of Atascosa County, Texas, and also recorded in Volume 1039, pages 268-271, Deed Records of Bexar County, Texas.

TO HAVE AND TO HOLD the same, together with all rights, titles and privileges conveyed by said right of way contract, unto Humble Oil & Refining Company, its successors and assigns, in accordance with the terms and provisions of said above described pipe line right of way easement contract.

It is agreed that any sale of said property under foreclosure of the deed of trust lien of Southwestern Life Insurance Company thereon shall be subject to said easement, and that the foreclosure judgment, order of sale and notice of sale shall so state and provide.

WITNESS the hand and seal of said Southwestern Life Insurance Company at Dallas, Texas, this the 6th day of November A.D. 1934.

SOUTHWESTERN LIFE INSURANCE COMPANY

By T. L. Bradford, Jr.  
Vice-President

SEAL:  
ATTST:  
Chas. Souter  
Asst. Secretary.

THE STATE OF TEXAS, )  
COUNTY OF DALLAS. ) Before Me, the undersigned authority, on this day personally appeared T. L. Bradford, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Southwestern Life Insurance Company, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Southwestern Life Insurance Company and in the capacity therein stated.  
GIVEN under my hand and seal of office, this the 6th day of November, A. D. 1934.

Mary Phillips  
Notary Public in and for Dallas  
County, Texas.

SEAL:  
Filed for Record Jan. 21, 1935 at 9:48 A.M.  
Recorded Jan. 22, 1935 at 4:20 P.M.  
Geo. W. Hantress, Jr., Co. Clerk, Bex. Co. Tex.  
By Billard Coy, Deputy.

RECORDERS MEMO: LEGIBILITY OF  
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CERTIFICATE  
The page to which this certificate is  
affixed is a full, true and correct copy  
of the original on file and of record in  
my office. ATTESTED: 4-1-21



ROBERT D. GREEN  
COUNTY CLERK  
SEBEL COUNTY, TEXAS  
BY: [Signature] Deputy

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

CERTIFICATION FORM

STATE OF TEXAS  
COUNTY OF BEXAR

I, ROBERT D. GREEN, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECORD, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS APPEARS OF RECORD FILED IN:

VOLUME 1461 PAGE 353-354

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, THIS THE

1st DAY OF SEPT A.D., 1994  
ROBERT D. GREEN, COUNTY CLERK  
BEXAR COUNTY, TEXAS

BY Elton R. Cude III  
DEPUTY COUNTY CLERK

ELTON R. CUDE III



CERTIFICATE  
The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED: 9-1-94



ROBERT D. GREEN  
COUNTY CLERK  
BEXAR COUNTY, TEXAS  
BY: Elton R. Cude III Deputy

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3627

FILED FOR RECORD

94 SEP -7 PH 2:50

LAQUITA HAYDEN  
ATASCOSA COUNTY CLERK

*[Signature]* DEPUTY

pd 13 <sup>CD</sup>

Ret To:

Martin Alist Co.

STATE OF TEXAS COUNTY OF ATASCOSA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the OPR records of Atascosa County, Texas stamped hereon by me.



RECORDING DATE  
*Sept 9 1994*

LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas

By *C. Satum* Deputy

BOOK 15 PAGE 23

**Easement**  
**Book 15, Page 24**



No. 158163  
Mrs. Edith R. Nelson.

EASEMENT

Omni Power Co.

STATE OF TEXAS,  
COUNTY OF ATASCOSA.

KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Edith R.

Nelson (a widow) and of Atascosa County, Texas, for and in consideration of Three Hundred Eighty Seven 80/100 Dollars (\$387.80) to me in hand paid by Omni Power Company have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers or poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company over, across and upon the following described lands located in Bexar County, Texas, to-wit: Beginning at a point on the E. line of Mrs. Edith R. Nelson joining L. E. Miller at Station No., 809774 and extending to the W line between Mrs. E. R. Nelson and S. A. Laredo Road, to Station No. 809725 this being a parcel or tract of land out of Surveys No. 437-438-439-441 in the name of Andrea Krust, Wm. Klenke and being the same land conveyed to me by Mrs. Cordelia S. Rogers by Deed dated June 10-1903 and recorded in Bexar County Deed records, in Volume 253 page 236. It

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is further agreed and understood that the above mentioned Company will pay all damages to person or property in constructing and maintaining this line. Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. SO HAVE

AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned. Not more than 12 towers or 25 poles shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me my heirs and legal representatives, at the rate of twenty five and no/100 Dollars (\$25.00 for each tower and twelve 80/100 Dollars (\$12.00) for each pole erected in excess of said number, and upon such payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted, to erect, construct or poles along said course in excess of said number. And I, the said Mrs. Edith R. Nelson, and legal representatives, do warrant and forever defend all and singular the premises

RECORDED'S MEMO. LEGIBILITY OF  
WHICH IS GUARANTEED BY THE  
RECORDING OFFICE IN CONNECTION  
WITH THIS DOCUMENT WHEN INDEXED.

CERTIFICATE  
The page to which this certificate is  
affixed is a full, true and correct copy  
of the original on file and of record in  
my office. ATTESTED: \_\_\_\_\_  
ROBERT D. ELLER  
COUNTY CLERK  
TARRANT COUNTY, TEXAS  
BY:                      Deputy



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RECORDED'S MEMO: LEGIBILITY OF  
WRITING, TYPING OR PRINTING  
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scribed easement and rights unto the said Company, its successors and assigns against every  
person whatsoever lawfully claiming or to claim the same or any part thereof. Witness my

hand this 19 day of Dec. 1925,

read and delivered in the presence of:

Mrs. Edith R. Nelson.

F. N. Hesse  
Bettie Gayle.

STATE OF TEXAS,  
BRASORIA COUNTY.

Before Me, Jno. H. Underwood, a Notary Public in and for

Brasoria County, Texas, on this day personally appeared Mrs. Edith R. Nelson known to me to be

the person whose name is subscribed to the foregoing instrument, and acknowledged to me



that she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY  
HAND AND SEAL OF OFFICE this 19 day of Dec., A. D., 1925.

Seal.

J. H. Underwood Notary Public,  
Brasoria County, Texas.

Filed for record Mar. 8, 1926 at 8:39 O'clock A.M.  
Recorded Mar. 13, 1926 at 11:08 O'clock A.M.  
Jack R. Burk, County Clerk, Brazos County, Texas.  
By Chas. Grossmann, Deputy.

19 30

CERTIFICATE  
The paper to which this certificate is  
affixed is a full, true and correct copy  
of the original on file and of record in  
my office. ATTESTED: 4-11-1947  
 ROBERT D. GREEN  
COUNTY CLERK  
BEXAR COUNTY, TEXAS  
BY: 

BOOK 15 PAGE 27

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, RACIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SIX 15 PAGE 28

CERTIFICATION FORM

STATE OF TEXAS  
COUNTY OF BEXAR

I, ROBERT D. GREEN, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECORD, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS APPEARS OF RECORD FILED IN:

VOLUME 877 PAGE 107-108

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, THIS THE

1st DAY OF SEPT A.D., 1994  
ROBERT D. GREEN, COUNTY CLERK  
BEXAR COUNTY, TEXAS

BY: Elton R. Cude III  
DEPUTY COUNTY CLERK  
ELTON R. CUDE, III

RECORDERS AGENCIES, LEGIBILITY OF  
PRINTING MATTERS AND THE  
UNSATISFACTORY  
IN THIS DOCUMENT WHEN RECEIVED.



CERTIFICATE  
The page to which this certificate is  
attached is a true, true and correct copy  
of the original on file and is hereby  
attested.  
ROBERT D. GREEN  
COUNTY CLERK  
BEXAR COUNTY, TEXAS



3628

FILED FOR RECORD

94 SEP -7 PM 2:52

LAQUITA HAYDEN  
ATASCOSA COUNTY CLERK  
C. J. Tatum DEPUTY

pt 13.00

(3627 - 3629)

BOOK 15 PAGE 29

STATE OF TEXAS COUNTY OF ATASCOSA

I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly  
recorded in the volume and page of the 298  
records of Atascosa County, Texas stamped hereon  
by me.



LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas

By C. Tatum Deputy

RECORDED 0955  
Sept 9 1974

**Easement**  
**Volume 877, Page 107**

this 17 day of February, 1926.

Sealed and Delivered in the presence of:  
C. McGarity.

Bexar County, Texas By  
Augustus McCloskey County Judge.

STATE OF TEXAS,  
BEXAR COUNTY.

Before Me, David H. Dewhurst a Notary Public in and for

Bexar County, Texas, on this day personally appeared Augustus McCloskey County Judge of Bexar County, Texas, for and in behalf of Bexar County, Texas, and in the capacity therein set forth. 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 17th day of February, A. D., 1926.

Seal,

David H. Dewhurst Notary Public,  
Bexar County, Texas.

Filed for record Mar. 8, 1926 at 8:39 O'clock A.M.  
Recorded Mar. 13, 1926 at 10:45 O'clock A.M.  
Jack R. Burke, County Clerk, Bexar County, Texas.  
By Chas. Grossmann, Deputy.

No. 152163  
Mrs. Edith R. Nelson.

EASEMENT

Comal Power Co.

STATE OF TEXAS,  
COUNTY OF ATASCOSA.

KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Edith R.

Nelson (a widow) and of Atascosa County, Texas, for and in consideration of Three Hundred Eighty Seven 50/100 Dollars (\$387.50) to me in hand paid by Comal Power Company have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Company over, across and upon the following described lands located in Bexar County, Texas, to-wit: Beginning at a point on the E. line of Mrs. Edith R. Nelson joining L. E. Miller at Station No. 809+74 and extending to the W line between Mrs. E. R. Nelson and S. A. Laredo Road, to Station No. 880+25 this being a parcel or tract of land out of Surveys No. 437-438-439-441 in the name of Andres Krust, Wm. Klemke and being the same land conveyed to me by Mrs. Cordelia S. Rogers by Deed dated June 10-1903 and recorded in Bexar County Deed records, in Volume 253 page 234. It is further agreed and understood that the above mentioned Company will pay all damages to person or property in constructing and maintaining this line. Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned. Not more than 12½ towers or 25 poles shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me my heirs and legal representatives, at the rate of Twenty Five and no/100 Dollars (\$25.00 for each tower and twelve 50/100 Dollars (\$12.50) for each pole erected in excess of said number, and upon such payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted, to erect towers and poles along said course in excess of said number. And I do hereby bind myself my heirs and legal representatives, to warrant and forever defend all and singular the above de-



scribed easement and rights unto the said Company, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my

hand this 19 day of Dec. 1925.  
Sealed and delivered in the presence of:  
F. D. Hawes  
Bettie Gayle.

Mrs. Edith R. Nelson.

STATE OF TEXAS,  
BRAZORIA COUNTY.

Before Me, Jno. H. Underwood, a Notary Public in and for Brazoria County, Texas, on this day personally appeared Mrs. Edith R. Nelson known to me to be the person whose name is are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of Dec., A. D., 1925.

J. H. Underwood Notary Public,  
Brazoria County, Texas.

Seal.

Filed for record Mar. 8, 1926 at 8:39 O'clock A.M.  
Recorded Mar. 13, 1926 at 11:05 O'clock A.M.  
Jack R. Burke, County Clerk, Bexar County, Texas.  
By Chas. Grossmann, Deputy.

No. 152164  
John L. Strohm

EASEMENT Comal Power Co.

Vol-  
877  
PA  
108

STATE OF TEXAS,  
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS: That I, John L. Strohm and of Bexar County, Texas, for and in consideration of Thirty Seven and 50/100 Dollars (\$37.50) to me in hand paid by Comal Power Company have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary, or desirable appurtenances (including towers or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Company over, across and upon the following described lands located in Bexar County, Texas, to-wit: Beginning at a point on the N. line of Jno. L. Strohm joining A. Boldt at Station No., 1581-85 and extending to the S. line between Jno. L. Strohm and Robt Blockson to Station No. 1590-52 this being a parcel or tract of land out of Survey No. 21 in the name of N. Montoya and being the same land conveyed to us by L. C. Houck by Deed dated May 27-1907 and recorded in Bexar County Deed records, in Volume 267 pages 144. It is further agreed and understood that the above mentioned Company will pay all damages to person or property in constructing and maintaining this line. Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned. Not more than 1 1/2 towers or 5 poles shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us) my (our) heirs and legal representatives, at the rate of Twenty five and no/100 Dollars (\$25.00) for each tower and Twelve 50/100 Dollars (\$12.50) for each pole erected in excess of said number; and upon such payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted, to erect towers and poles along said course in excess of said number. And I do hereby bind myself my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand this

**Right of Way**  
**Book 15, Page 30, Atascosa County, TX**

No. 221741  
Edith R. Nelson

Right-of-way  
100

Humble Pipe Line Company

1300

For and in consideration of the sum of eighty two & 60/100 dollars to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grant to Humble Pipe Line Company, organized and existing under the laws of the State of Texas, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and to erect, maintain, operate and remove a telegraph or telephone line together with the right of ingress and egress, on, over, and through the following described lands situate in Atascosa & Bexar Counties and State of Texas, to-wit: My land in Atascosa county in the Wm. Klemke survey #441 joined on the west by Mrs. L. O. Johnson land, and my land in Bexar County in the A. Krust Survey, joined on south by the north line of Wm Klemke survey #441 & 439, and on the east by the Medina Irrigation land Co. land. The said undersigned owners, their heirs or assigns to fully use and enjoy the said premises, except as the same may be necessary for the purposes herein granted to the said Humble Pipe Line Company, its successors or assigns. The said Humble Pipe Line Company, its successors or assigns, hereby agree to pay any damages which may arise from the laying, maintaining, operating or removing said pipe lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owners of said land, their heirs or assigns, one by Humble Pipe Line Company, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. It is further understood and agreed, that the said Humble Pipe Line Company, its successors or assigns, may at any time lay an additional line or lines of pipe alongside of the first line, as herein provided, upon the payment of a like consideration for each additional line when laid, and subject to the same rights and conditions. Said company, its successors and assigns, to have the right to change the size of its pipes, the damage, if any in making such changes to be paid by the said Humble Pipe Line Company, its successors or assigns. Humble Pipe Line Company further agrees to bury and maintain all pipe lines so as not to interfere with the cultivation and drainage of said land. In witness whereof I have hereunto set my hand and seal this 2 day of November, 1927.

Edith R. Nelson

Signed, sealed and delivered in the presence of  
Harry N. Horner

The State of Texas:  
County of Orange: Before me, the undersigned authority, on this day personally appeared Edith R. Nelson, a feme sole, 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 5th day of November, A. D. 1927.

W. A. Campbell, Notary Public in and for Orange  
County, Texas.

Seal BOOK 15 PAGE 30

RECORDER'S MEMO: LEGIBILITY OF  
WRITING, TYPING OR PRINTING  
UNSATISFACTORY  
IN THIS DOCUMENT WHEN RECEIVED.

CERTIFICATE  
The page to which this certificate is  
affixed is a full, true and correct copy  
of the original on file and of record in  
my office. ATTESTED: 4-1-48



ROBERT D. GREEN  
COUNTY CLERK  
BEXAR COUNTY, TEXAS  
BY: *[Signature]* Deputy

BOOK 15 PAGE 31

48 01



BOOK 15 PAGE 32

RECORDER'S MEMO: LEGIBILITY OF  
WRITING, TYPING OR PRINTING  
UNSATISFACTORY.  
IN THIS DOCUMENT WHEN RECEIVED

219

Filed for record Dec. 12, 1927, at 10:15 o'clock AM  
Recorded Dec. 24, 1927, at 9:45 o'clock AM  
Jack R. Burke, County Clerk, Bexar County, Texas.  
By Chas. Grossmann, Deputy.

????????

98-61

**CERTIFICATE**  
The page to which this certificate is  
affixed is a full, true and correct copy  
of the original on file and of record in  
my office. ATTESTED: 9-1-24



ROBERT D. GREEN  
COUNTY CLERK  
TARRANT COUNTY, TEXAS  
BY: W. K. [Signature] Deputy

BOOK 15 PAGE 33



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

BOOK 15 PAGE 34

CERTIFICATION FORM

STATE OF TEXAS  
COUNTY OF BEXAR

I, ROBERT D. GREEN, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECORD, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS APPEARS OF RECORD FILED IN:

VOLUME 1001 PAGE 218-219

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, THIS THE

1ST DAY OF SEPT A.D., 1994  
ROBERT D. GREEN, COUNTY CLERK  
BEXAR COUNTY, TEXAS

BY: Elton R. Cude III  
DEPUTY COUNTY CLERK

ELTON R. CUDE III

RECORDED'S MEMO. LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.



CERTIFICATE  
This page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED: 9-1-94



ROBERT D. GREEN  
COUNTY CLERK  
BEXAR COUNTY, TEXAS  
BY: Elton R. Cude III Deputy

3629

FILED FOR RECORD

94 SEP -7 PM 2:53

LAQUITA HAYDEN  
ATASCOSA COUNTY CLERK

*C. S. Miller*  
DEPUTY

*pd 13.06*

*(3627-3629)*

BOOK 15 PAGE 35

STATE OF TEXAS COUNTY OF ATASCOSA

I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly  
recorded in the volume and page of the *OPR*  
records of Atascosa County, Texas stamped hereon  
by me:



RECORDING DATE

*Sept 9 1994*

LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas

By *C. S. Miller* Deputy

**Easement to Atlantic Pipe Line Co.  
Volume 197, Page 143, Atascosa County, TX**

RIGHT OF WAY AGREEMENT -- TEXAS

THE STATE OF TEXAS )  
COUNTY OF ~~ATASCOSA~~ )  
Bexar

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, R. A. Harman a resident of Bexar County, Texas

1949/1/23

hereinafter styled "Grantor", whether one or more, for and in consideration of the sum of **Sixty Six and no/100** (\$ **66.00** ) DOLLARS, paid by ATLANTIC PIPE LINE COMPANY, a Maine corporation, the receipt of which is hereby acknowledged, does hereby grant and convey unto ATLANTIC PIPE LINE COMPANY, hereinafter called "GRANTEE", its successors and assigns, the right to lay, replace, maintain, operate, change the size of, and remove pipes and pipe lines for the transportation of oil, gas, water and other fluids, or any of them, and the right, either in connection with said pipe lines or independently thereof, or both, to construct, operate, alter, add to, maintain and remove telephone, telegraph, and power lines, or any of them, consisting of poles, wires and all other incidental equipment, together with the right to permit, for any purpose whatsoever, the attachment, maintenance and use of the wires, with all incidental equipment, of any other party or parties, together with the right of ingress and egress, for the purposes aforesaid, on, over, under, through and across the following described land situated in <sup>Bexar &</sup> Atascosa County, Texas, to-wit:

Through the R. A. Harman tract in Section ~~44~~<sup>41</sup>, Wm. Klemcke Survey, A-519, Atascosa County, & A-123~~4~~ Bexar County, Texas

together with the right to cut, trim and remove, now or hereafter, bushes, trees and all other obstructions which may interfere with the rights herein granted.

Grantor retains the right to fully enjoy and use the above described premises for all purposes not inconsistent with the rights herein granted to Grantee.

Grantee shall have the right to select the route upon which all lines of pipe and other lines are laid and constructed under this agreement, and any line of pipe laid after the first line of pipe shall be laid parallel with and adjacent to said first line of pipe. Should more than one line of pipe be laid under this grant, at any time, an additional consideration equal to the above recited consideration shall be paid for each line of pipe laid after the first line of pipe. All pipe laid under this grant shall be buried to such a depth as not to interfere with the ordinary cultivation of the above described land.

Grantee agrees to pay for any damages to fences, growing crops, improvements and timber, except timber trimmed, of Grantor arising from the exercise by Grantee of the rights herein granted.

This grant shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee, and shall be assignable by Grantee as to all or any of the rights herein granted to Grantee, or any interest therein.

It is also understood and acknowledged by Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and this right-of-way agreement contains all of the agreements and stipulations between the parties.

EXECUTED this 21 day of January, A. D. 1949.

Tract #156  
Draft #785

R. A. Harman

THE STATE OF Texas )  
COUNTY OF Bexar )ss.

a Notary Public in and for the county of Bexar appeared R. A. Harman 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 the 21 day of January, A. D. 1949.

Before me, Mrs. Addie Barron

, and State of Texas, on this day personally known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

(Seal)

Commission expires May 31, 1949.

Mrs. Addie Barron  
Notary Public in and for Bexar County, Texas

THE STATE OF )  
COUNTY OF )ss.

a Notary Public in and for the County of appeared

whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the day of A. D. 194

Before me, and State of, on this day personally known to me to be the person

wife of, and having the same acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Notary Public in and for County,

Filed for record April 4th A. D. 1949 at 10:30 o'clock A. M., and duly recorded April 30th A. D. 1949 at 10:05 o'clock A. M., in Atascosa County Deed Records, Volume 197, Pages 143

C. W. MARTIN, Clerk County Court, Atascosa County, Texas.  
By Madeline H. Lutenbacher Deputy.

**Easement to State of Texas  
Volume 5329, Page 634**

648405

APR-1-65 133423

9015-5-7  
2(E) - I  
13 - I

350  
VOL 5329 PAGE 634

EASEMENT FOR HIGHWAY PURPOSES

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That BEN WILSON HARMAN and husband, R. A. HARMAN, of the County of Smith, State of Texas; DOROTHY WILSON KUTZ and husband, FRANK KUTZ; and MOZEL WILSON DANIELS,  
a widow,

of the County of Dallas, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWO HUNDRED SEVENTY AND NO/100 (\$270.00) Dollars, to Grantors in hand paid by the State of Texas acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents grant, bargain, sell and convey unto the State of Texas an easement for highway purposes in, along, upon and across the following described property in the County of Bexar, State of Texas, and being more particularly described as follows, to wit:

1.805 acres of land out of and a part of 376.0 acres of land in the Andres Krust Survey No. 437, Abstract No. 402, the Andres Krust Survey No. 438, Abstract No. 403, the William Klenke Survey No. 441, Abstract No. 407, the William Klenke Survey No. 439, Abstract No. 401, and the Alexander Bailey Survey No. 184, Abstract No. 85, conveyed by deed from R. A. Harman, Trustee, to Ben Wilson Harman, et al, dated January 1, 1942 and recorded in Volume 1893, Page 41, Deed Records of Bexar County, Texas, wherein reference is made for description to deed recorded in Volume 1791, Page 521, said deed records and in which latter deed said 376.0 acres of land are designated as Tract 2; said 1.805 acres of land, more or less, being more particularly described by metes and bounds in three (3) parts as follows:

Part 1

BEGINNING at a point in the proposed Southeast line of Interstate Highway 35, said point being 2,972.6 feet in a Southwesterly direction along the proposed Southeast line of Interstate Highway 35, the existing Southeast line of U. S. Highway 81, and South 65° 34' West, 67.5 feet continuing along said proposed Southeast line from its intersection with the North boundary line of the Mrs. Ben Wilson Harman, et al property, said point being also South 19° 36' East, 238.7 feet from Engineer's Station 27+90.0 on the base or survey line of Interstate Highway 35 as staked on the ground;

THENCE, SOUTH 15° 13' West, a distance of 180.0 feet to a point;

THENCE, SOUTH 53° 43' West, a distance of 100.0 feet to a point;

THENCE, NORTH 36° 17' West, a distance of 100.0 feet to a point;

THENCE, NORTH 53° 43' East, a distance of 65.1 feet to a point;

Reviewed WLT  
PT. D



From D-15-31  
Page 2A of 4

THENCE, NORTH 15° 13' East, a distance of 62.3 feet to a point in the proposed Southeast line of Interstate Highway 35, said point being South 19° 36' East, 249.5 feet from Engineer's Survey Line Station 26+60.7;

THENCE, along the proposed Southeast line of Interstate Highway 35, as follows:

NORTH 65° 38' East, a distance of 78.5 feet to a point, and

NORTH 65° 34' East, a distance of 51.3 feet to the place of BEGINNING, and containing an area of 0.468 of one acre of land, more or less, being out of the Andres Krust Survey No. 437, Abstract No. 402, Bexar County, Texas.

Part 2

BEGINNING at a point in the existing Southeast line of U. S. Highway 81 said point being South 71° 41' West, 1734.4 feet along said existing Southeast line from its intersection with the North boundary line of the Mrs. Ben Wilson Harman, et al, property, said point being also South 18° 19' East, 150.0 feet from Engineer's Station 40+94.0 on the base or survey line of Interstate Highway 35 as staked on the ground;

THENCE, SOUTH 6° 17' East, a distance of 250.0 feet to a point;

THENCE, SOUTH 7° 17' West, a distance of 125.0 feet to a point;

THENCE, NORTH 82° 43' West, a distance of 125.0 feet to a point;

THENCE, NORTH 7° 17' East, a distance of 110.2 feet to a point;

THENCE, NORTH 6° 17' West, a distance of 208.5 feet to a point in the existing Southeast line of U. S. Highway 81, said point being South 18° 19' East, 150.0 feet from Engineer's Survey Line Station 39+66.2;

THENCE, NORTH 71° 41' East, along the existing Southeast line of U. S. Highway 81, a distance of 127.8 feet to the place of BEGINNING, and containing an area of 0.995 of one acre of land, more or less, being out of the Andres Krust Survey No. 438, Abstract No. 403, Bexar County, Texas.

Part 3

BEGINNING at a point in the existing Southeast line of U. S. Highway 81, said point being South 71° 41' West, 297.87 feet along said existing Southeast line from its intersection with the North boundary line of the Mrs. Ben Wilson Harman, et al, property, said point being also South 18° 19' East, 150.0 feet from Engineer's Station 55+30.5 on the base or survey line of Interstate Highway 35 as staked on the ground;

THENCE, SOUTH 48° 19' East, a distance of 120.0 feet to a point;

THENCE, SOUTH 41° 41' West, a distance of 100.0 feet to a point;

THENCE, NORTH 48° 19' West, a distance of 177.7 feet to a point in the existing Southeast line of U. S. Highway 81, said point being South 18° 19' East, 150.0 feet from Engineer's Survey Line Station 54+15.0;

Vol 5329  
Page 635

THENCE, NORTH 71° 41' East, along the existing Southeast Line of U. S. Highway 81, a distance of 115.5 feet to the place of BEGINNING, and containing an area of 0.342 of one acre of land, more or less, being out of the Andres Krust Survey No. 438, Abstract No. 403, Bexar County, Texas.

For the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, its agents, employees and representatives to ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from the premises by the State and utilized in the construction and maintenance of the State highway system of Texas.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this  
22 day of February, 1965.

<u>Ben Wilson Harman</u> BEN WILSON HARMAN	<u>Mazel Wilson Daniels</u> MOZEL WILSON DANIELS
<u>R. A. Harman</u> R. A. HARMAN	
<u>Dorothy Wilson Kutz</u> DOROTHY WILSON KUTZ	
<u>Frank Kutz</u> FRANK KUTZ	

STATE OF TEXAS  
COUNTY OF SMITH

BEFORE ME, the undersigned authority, on this day personally appeared R. A. HARMAN and wife, BEN WILSON HARMAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said BEN WILSON HARMAN, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said BEN WILSON HARMAN, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 22 day of February, 1965.



J. W. [Signature]  
Notary Public, Smith County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared FRANK KUTZ and wife, DOROTHY WILSON KUTZ, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said DOROTHY WILSON KUTZ, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said DOROTHY WILSON KUTZ, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 22 day of February, 1965.



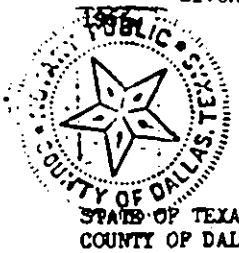
[Signature]  
Notary Public, Dallas County, Texas

Vol 5320 Page 637

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared MOZEL WILSON DANIELS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 22 day of February



*Wm S. Wharman*  
Notary Public, Dallas County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

I, MOZEL WILSON DANIELS, being duly sworn upon oath, depose and say that I am single and unmarried at the present time.



*Mozel Wilson Daniels*  
MOZEL WILSON DANIELS

SUBSCRIBED AND SWORN to before me, this the 22 day of February

*Wm S. Wharman*  
Notary Public, Dallas County, Texas



R.S. 554

60851

Parcel No. 2(E)

County Bexar

Highway No. Interstate 35

Control 17 Sec. 2 & 3

Account No. 9015-5-7

Between Atascosa County Line to

Near Indian Creek

EASEMENT FOR HIGHWAY PURPOSES

BEN WILSON HARMAN, ET AL.

TO  
FILED FOR RECORD IN TEXAS  
THE SHANNON OFFICE

1965 APR 1 PM 3 21

BY  
COUNTY CLERK  
JAMES W. HIGGINS

Return to: Texas Highway Department  
P. O. Box 5250  
San Antonio, Texas 78201

350  
+

STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that the instrument on FILED on  
this day of the month of \_\_\_\_\_ 1965 at \_\_\_\_\_  
RECORDED in the Public Record System in the name of \_\_\_\_\_  
of Bexar County, Texas, is and Page of the DATE RECORDED  
is \_\_\_\_\_



APR 2 1965

James W. Higgins  
COUNTY CLERK  
BEXAR COUNTY TEXAS

Vol. 5329 P. 639

**Instrument dated May 26, 1983, recorded July 20, 1983 at Volume 2878, Page 510,  
of the Real Property Records of Bexar County, Texas, and in Volume 631, Page 424,  
Atascosa County Deed Records.**



SIC A 83 05 452 \$11.00

Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

JOHN C. LOTT, ET UX TO JERRY K. MASK, ET UX

ASSUMPTION

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

610759

COUNTY OF ATASCOSA

KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN C. LOTT and wife, KATIE P. LOTT,

of the County of Atascosa and State of Texas for and in

consideration of the sum of TEN AND NO/100 (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee s herein named, the receipt of which is hereby acknowledged, and the further consideration of the assumption and agreement to pay by Grantees, according to the terms thereof, all principal and interest now remaining unpaid on that one certain promissory note in the original principal sum of \$214,000.00, dated August 9, 1978, executed by JOHN C. LOTT and wife, KATIE P. LOTT, and payable to the order of FEDERAL LAND BANK OF HOUSTON, and secured by a vendor's lien retained in deed of even date there-with upon the herein described property, and being additionally secured by a Deed of Trust thereon recorded in Volume 185, Pages 74-79, Deed of Trust Records of Atascosa County, Texas, and Grantees assume and promise to keep and perform all of the covenants and obligations of the Grantors named in said Deed of Trust; and the further consideration of the execution and delivery by Grantees of their one certain promissory note of even date herewith, payable to the order of JOHN C. LOTT and wife, KATIE P. LOTT, in the principal sum of \$216,000.00, payable and bearing interest as therein provided and containing the usual clauses relating to acceleration of maturity and for attorney's fees, and providing for acceleration of maturity, at the option of the holder, in the event of default in the payment of the note hereby assumed, or default in any covenant or condition of the Deed of Trust securing said note hereby assumed, the payment of which said note of even date herewith is secured by a vendor's lien herein retained,

BOOK 031 PAGE 424

and is additionally secured by a deed of trust of even date herewith to TRUETT K. WHITMIRE, Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JERRY K. MASK and wife, LINDA G. MASK Star Route, Box 79, Lytle, Texas 78052

of the County of Atascosa and State of Texas, all of the following described real property in Atascosa and Bexar Counties, Texas, to-wit:

Being 268.011 acres in Bexar and Atascosa Counties, out of the Andres Krust Survey No. 137, Abstract 402, the Andres Krust Survey No. 138, Abstract 403, the William Kleneke Survey No. 441, Abstract 1234, and the William Kleneke Survey No. 439, Abstract 401, and being out of a 417.246 acre tract described in instrument recorded in Volume 6097, Page 696, Deed Records of Bexar County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference for all purposes;

031 PAGE 424 (SEE OVER)

VOL 2878 PAGE 510

AND all of Grantor's right, title and interest in and to that FEDERAL LAND BANK OF TEXAS stock, valued at \$10,700.00;

SAVE and EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, an undivided one-half (1/2) interest in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purposes of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom; said interest hereby reserved to remain in force and effect for a period of twenty-five (25) years from date hereof, and said interest hereby reserved to terminate at the end of said twenty-five (25) years.

This conveyance is made and accepted subject to the terms, conditions and stipulations of a Mineral Lease from JOHN C. LOTT and wife, KATIE P. LOTT, to LEE MINTON, dated November 10, 1975, recorded in Volume 427, Pages 212-217, Deed Records of Atascosa County, Texas; and subject to the terms, conditions and stipulations of a Mineral Lease from JOHN C. LOTT and wife, KATIE P. LOTT, to LEE MINTON, dated February 8, 1977, recorded in Volume 8011, Page 515, Deed Records of Bexar County, Texas; and subject to an easement for utilities to COMAL POWER CO. as set out in Volume 877, Page 107, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to HUMBLE OIL CO. as set out in Volume 1001, Page 218, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to HUMBLE OIL CO. as set out in Volume 128, Page 154, Deed Records of Atascosa County, Texas; and subject to an easement for drainage to STATE OF TEXAS as set out in Volume 5329, Page 634, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to ATLANTIC PIPE LINE CO. as set out in Volume 2679, Page 356, Deed Records of Bexar County, Texas; and subject to an easement for pipeline to ATLANTIC PIPE LINE CO. as set out in Volume 197, Page 143, Deed Records of Atascosa County, Texas; and subject to the terms, conditions and stipulations of a Mineral Lease from JOHN C. LOTT and wife, KATIE P. LOTT, to BEN F. VAUGHN, dated November 15, 1979, recorded in Volume 1938, Page 159, Official Public Records of Real Property of Bexar County, Texas; reference to all of which instruments is herein made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

It is further expressly agreed that the vendor's lien herein retained shall secure the note of even date herewith and the note assumed by Grantees herein, and, in the event of default in the payment of said note so assumed (or default in any covenant or condition of any instrument securing payment of said note so assumed), the Grantors herein shall have the right and privilege of foreclosing the vendor's lien reserved in their favor herein.

RECORDER'S MEMORANDUM:  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY  
RECORDATION

VOL 2878 PAGE 511

EXECUTED this 26th day of May, A. D. 1983.

*John C. Lott*  
JOHN C. LOTT  
*Katie P. Lott*  
KATIE P. LOTT

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF A 268.011 ACRE TRACT

RECORDER'S MEMO: LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

BOOK 631 PAGE 427

BEING 268.011 acres in Bexar and Atascosa Counties, out of the Andres Krust Survey No. 137, Abstract 402, the Andres Krust Survey No. 138, Abstract 403, the William Klemeke Survey No. 441, Abstract 1234, and the William Klemeke Survey No. 439, Abstract 401, and being out of a 417.246 acre tract recorded in Volume 6097, Page 696, Deed Records, Bexar County, Texas;

BEGINNING at an iron pin found at the northeast corner of Lot 18 and the southeast corner of Lot 19, Rolling Meadow Subdivision as recorded in Volume 8506, Pages 111 and 112, Plat Records, Bexar County, Texas;

THENCE North 81° 41' 28" East 355.16 feet to an iron pin set for an angle point;

THENCE North 00° 03' 18" West 644.91 feet to an iron pin set for an interior northwest corner of this tract;

THENCE North 85° 52' 27" East 853.01 feet to an iron pin set for an angle point;

THENCE North 86° 29' 19" East 1705.75 feet to an iron pin set for an interior corner of this tract;

THENCE North 02° 29' 23" East 1815.24 feet to an iron pin set on the south R.O.U. line of IH 35 for a corner of this tract;

THENCE along the south R.O.U. line of IH 35 North 71° 45' 58" East 226.05 feet to an iron pin found for a corner of this tract;

THENCE South 89° 46' 40" East 1545.87 feet to an iron pin found for the northeast corner of the said 417.246 acre tract and this tract;

THENCE with a fence along the east line of the 417.246 acre tract and this tract as follows:

- South 00° 40' 04" East 414.09 feet;
- South 00° 08' 33" East 215.09 feet;
- South 00° 58' 37" East 1479.33 feet;
- South 00° 30' 42" East 442.23 feet; and
- South 00° 02' 30" West 1195.56 feet to an iron pin set for the southeast corner of the 417.426 acre tract and this tract;

THENCE with a fence along the south line of the said 417.426 tract and this tract as follows:

- North 89° 40' 22" West 816.66 feet;
- North 89° 30' 50" West 148.62 feet;
- North 89° 11' 03" West 204.35 feet;
- North 89° 47' 46" West 871.23 feet;
- South 89° 45' 27" West 233.36 feet;
- North 89° 14' 40" West 291.84 feet;
- North 89° 36' 29" West 1447.54 feet;
- North 89° 08' 00" West 297.70 feet; and
- North 89° 32' 33" West 369.22 feet to an iron pin set for the southwest corner of this tract;

RECORDER'S MEMORANDUM: ALL OR PARTS OF THE TEXT ON THIS PAGE ARE NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

THENCE North 00° 06' 10" East 618.88 feet to an iron pin found at the southeast corner of said Lot 18, for an angle point;

THENCE along the east line of said Lot 18, North 15° 26' 30" West 368.00 feet to the POINT OF BEGINNING of the tract herein described and containing 268.011 acres, more or less.

SIGNED FOR IDENTIFICATION:

John C. Lott  
Katie P. Lott

RECORDER'S MEMO: LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

VOL 2878 PAGE 512

BOOK 631 PAGE 428

Mailing address of each grantee:

Name: Mr. and Mrs. Jerry K. Mask  
Address: Star Route, Box 79  
Lytle, Texas 78052

Name:  
Address:

BOOK 631 PAGE 429

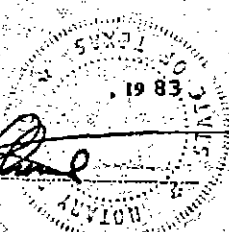
(Acknowledgment)

STATE OF TEXAS  
COUNTY OF ATASCOSA

This instrument was acknowledged before me on the 26th day of May  
by JOHN C. LOTT and wife, RATIE P. LOTT.

My commission expires:  
TRUETT K. WHITMIRE  
NOTARY PUBLIC STATE OF TEXAS  
COMMISSION EXPIRES 10-7-84

Notary Public, State of Texas  
Notary's printed name:



(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

AFTER RECORDING RETURN TO:  
Mr. and Mrs. Jerry K. Mask  
Star Route, Box 79  
Lytle, Texas 78052

Atascosa County Abstract  
801 Oak  
Jourdanton TX 78026

BILL: Truett

VOL 2878 PAGE 513

031 153

2 072083 01 511.00 17005278

FILED IN MY OFFICE  
ROBERT O. GREEN  
COUNTY CLERK BEAVER CO.

1983 JUL 19 PM 4 05

2620

631/430

BOOK 631 PAGE 430

Filed for Record  
21 Day of May 19 83  
at 9:55 o'clock AM  
ELIDIA SEGURA

County Clerk, Atascosa County  
By Sealina Peak  
Deputy

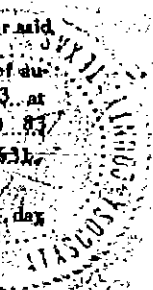
Bill: Sweet  
Returns to:  
Garry K. Mook  
Ston Rt. Box 79  
Sugden, W. 78052

9.00

RECORDERS MEMORANDUM:  
ALL ON PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTION

CERTIFICATE OF RECORD

THE STATE OF TEXAS }  
COUNTY OF ATASCOSA } I, ELIDIA SEGURA, Clerk of the County Court, in and for said  
County, do hereby certify that the foregoing instrument of writing, with its certificate of au-  
thentication, was filed for record in my office the 31 day of MAY, A.D. 1983, at  
9:55 o'clock, A.M. and duly recorded the 2 day of JUNE, A.D. 19 83  
at 4:00 o'clock, P.M. in DEED Records of said County in Vol. 631  
on Pages 424-430  
IN TESTIMONY WHEREOF, witness my hand and official seal at office, this 2 day  
of JUNE, A.D. 19 83  
By Janie Bautista  
(JANIE BAUTISTA) Deputy  
ELIDIA SEGURA  
Clerk, County Court, Atascosa County



FILED IN MY OFFICE  
COUNTY CLERK  
JUL 20 1983  
STATE OF TEXAS

VOL 2878 PAGE 514

**EAA Water Rights Permit P100-016**





SCANNED

EDWARDS AQUIFER AUTHORITY  
WATER RIGHTS FILING  
INSTRUCTIONS FOR COUNTY CLERKS

Please file this sheet and the attached Edwards Aquifer Authority, State of Texas "Initial Regular Permit (IRP)" in the Official Public Records using "Edwards Water Rights" as the document type.

- 1. DATE OF EXECUTION: SEP 29 2008
- 2. DOCUMENT TYPE: Edwards Water Rights
- 3. GRANTOR: Edwards Aquifer Authority
- 4. GRANTEE(S) (Permittee): Bexar Metropolitan Water District
- 5. LEGAL PLACE OF USE:

Legal Description Reference	County	CCN No.	Volume/ Book	Page(s)
Certificate of Convenience and Necessity	Bexar	10675, 10657, 11700 11987, 12759		

- 6. INITIAL REGULAR PERMIT TO WITHDRAW GROUNDWATER FROM THE EDWARDS AQUIFER NO. **P100-016 (AT00902B)**
- 7. ANNUAL WITHDRAWAL AMOUNT: **259.000 Acre-Feet** / Annum
- 8. REASON FOR REISSUANCE: The Passage of Senate Bill No. 3 by The Texas Legislation in 2007 increased the pumping cap from 450,000 acre-feet to 572,000 acre-feet per annum.
- 9. AFTER RECORDING RETURN TO:

*Edwards Aquifer Authority  
1615 N. Saint Mary's St.  
San Antonio, TX 78215*



**EDWARDS AQUIFER AUTHORITY  
STATE OF TEXAS  
INITIAL REGULAR PERMIT No. P100-016 (AT00902B)**

**THIS CERTIFIES THAT:**      **Bexar Metropolitan Water District  
2047 W. Malone  
San Antonio, TX 78225**

has been issued this Initial Regular Permit by the Board of Directors of the Edwards Aquifer Authority to withdraw groundwater from the Edwards Aquifer. This Permit is issued without a term. All prior permits or other approvals are superseded by this Permit.

**Permit Derivation:** AT00902B    **Purpose:** **Municipal**    **Pool:** San Antonio

**Authorized Annual Groundwater Withdrawal Amount:** **259.000** acre-feet per calendar year.

**Place of Use:** The Wholesale or retail water service area identified in the Certificate of Convenience and Necessity # 10675, 10657, 11700, 11987, and 12759 filed with the Texas Commission on Environmental Quality.

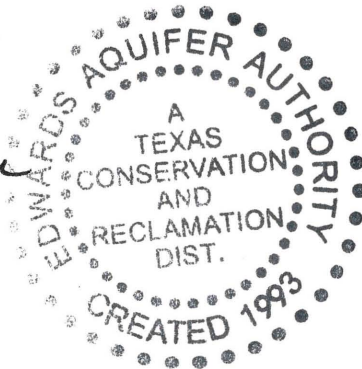
**Withdrawal Point(s); Metering; Maximum Withdrawal Rate:**

EAA WELL NO.	LOCATION	MEASURING METHOD	WITHDRAWAL RATE
See Exhibit A			

**Conditions:** Edwards Aquifer groundwater may be withdrawn only under the terms and conditions of this Permit, the Edwards Aquifer Authority Act (Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S. ch. 626, 1993 Tex. Gen. Laws 2350), other applicable general law, and Authority rules, as these may be amended from time to time. This permit is subject to the continuing jurisdiction and supervision of the Authority, and may be amended from time to time consistent with applicable law.

**THIS INITIAL REGULAR PERMIT IS ISSUED, EXECUTED, AND EFFECTIVE THIS** 29<sup>th</sup> day of Sept., 2008.

*Douglas R Miller*  
**DOUGLAS R. MILLER**  
Chairman, Board of Directors



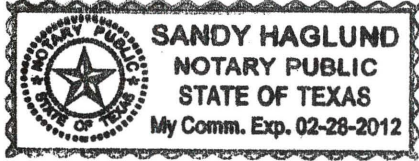
**ATTEST:**

*Carol G. Patterson*  
**CAROL G. PATTERSON**  
Secretary, Board of Directors

**ACKNOWLEDGMENT**

STATE OF TEXAS     )  
COUNTY OF BEXAR    )

**ON BEHALF OF THE AUTHORITY, THIS PERMIT WAS ACKNOWLEDGED** before me on Sept 29, 2008 by DOUGLAS R. MILLER, Chairman, and CAROL G. PATTERSON, Secretary, Board of Directors, Edwards Aquifer Authority, a conservation and reclamation district created pursuant to Art. XVI, Sec.59, Texas Constitution.



*Sandy Haglund*

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Docket Clerk  
Edwards Aquifer Authority  
1615 N. St. Mary's St.  
San Antonio, Texas 78215

---

**EXHIBIT A**

<b>EEA WELL NO.</b>	<b>LOCATION</b>	<b>MEASURING METHOD</b>	<b>WITHDRAWAL RATE</b>
W100-277 (BE00149-001)	29-34.00-0.60 / 98-29.00-2.47	Meter	3000 gpm
W100-278 (BE00149-002)	29-33.00-58.50 / 98-29.00-2.10	Meter	4500 gpm
W100-388 (BE00205-001)	29-27.00-24.40 / 98-45.00-48.90	Meter	200 gpm
W100-389 (BE00205-002)	29-27.00-56.30 / 98-46.00-55.40	Meter	180 gpm
W100-423 (BE00227-001)	29-22.00-50.30 / 98-31.00-20.00	Meter	1360 gpm
W100-424 (BE00227-002)	29-22.00-50.20 / 98-31.00-18.60	Meter	1760 gpm
W100-425 (BE00227-003)	29-23.00-48.70 / 98-32.00-31.90	Meter	410 gpm
W100-426 (BE00227-004)	29-23.00-48.20 / 98-32.00-32.00	Meter	1750 gpm
W100-427 (BE00227-005)	29-21.00-45.80 / 98-32.00-45.20	Meter	1510 gpm
W100-428 (BE00227-006)	29-21.00-46.70 / 98-32.00-46.40	Meter	2000 gpm
W100-429 (BE00227-007)	29-21.00-46.60 / 98-32.00-47.20	Meter	3600 gpm
W100-430 (BE00227-008)	29-23.00-19.70 / 98-32.00-59.70	Meter	1450 gpm
W100-431 (BE00227-009)	29-22.00-4.40 / 98-32.00-3.70	Meter	1180 gpm
W100-432 (BE00227-010)	29-22.00-4.20 / 98-32.00-5.00	Meter	2230 gpm
W100-433 (BE00227-011)	29-22.00-4.20 / 98-32.00-6.10	Meter	5230 gpm
W100-434 (BE00227-012)	29-22.00-1.00 / 98-32.00-8.00	Meter	7380 gpm
W100-435 (BE00227-013)	29-21.00-10.20 / 98-33.00-25.10	Meter	1561 gpm
W100-436 (BE00227-014)	29-21.00-8.90 / 98-33.00-24.40	Meter	1456 gpm
W100-439 (BE00227-017)	29-31.00-19.10 / 98-31.00-9.40	Meter	2100 gpm
W100-440 (BE00227-018)	29-30.00-42.20 / 98-30.00-52.70	Meter	1520 gpm



W100-441 (BE00227-019)	29-31.00-55.56 / 98-31.00-22.00	Meter	1450 gpm
W100-442 (BE00227-020)	29-24.00-22.80 / 98-42.00-13.10	Meter	1590 gpm
W100-443 (BE00227-021)	29-24.00-21.70 / 98-42.00-12.00	Meter	270 gpm
W100-444 (BE00227-022)	29-24.00-30.90 / 98-40.00-41.40	Meter	2750 gpm
W100-445 (BE00227-023)	29-25.00-43.20 / 98-40.00-33.00	Meter	1350 gpm
W100-446 (BE00227-024)	29-25.00-54.60 / 98-41.00-21.00	Meter	1640 gpm
W100-447 (BE00227-025)	29-30.00-35.90 / 98-21.00-20.90	Meter	1375 gpm
W100-448 (BE00227-026)	29-29.00-26.00 / 98-22.00-25.90	Meter	1065 gpm
W100-449 (BE00227-027)	29-31.00-48.60 / 98-21.00-14.20	Meter	3100 gpm
W100-450 (BE00227-028)	29-31.00-48.20 / 98-21.00-13.60	Meter	0 gpm
W100-451 (BE00227-029)	29-24.00-46.30 / 98-47.00-59.20	Meter	2100 gpm
W100-452 (BE00227-030)	29-24.00-45.30 / 98-47.00-59.70	Meter	2425 gpm
W100-453 (BE00227-031)	29-29.00-57.70 / 98-47.00-36.60	Meter	300 gpm
W100-454 (BE00227-032)	29-22.00-23.20 / 98-42.00-24.60	Meter	2760 gpm
W100-455 (BE00227-033)	29-22.00-23.40 / 98-42.00-23.60	Meter	2785 gpm
W100-456 (BE00227-034)	29-34.00-32.40 / 98-29.00-23.20	Meter	700 gpm
W100-457 (BE00227-035)	29-34.00-32.90 / 98-29.00-23.30	Meter	1050 gpm
W100-458 (BE00227-036)	29-35.00-12.80 / 98-29.00-17.80	Meter	300 gpm
W100-459 (BE00227-037)	29-34.00-1.00 / 98-29.00-5.00	Meter	1500 gpm
W100-460 (BE00227-038)	29-28.00-54.60 / 98-47.00-49.30	Meter	1880 gpm
W100-461	29-32.00-23.40 /	Meter	200 gpm

(BE00227-039)	98-45.00-52.80		
W100-463 (BE00227-041)	29-27.00-0.00 / 98-49.00-36.00	Meter	1465 gpm
W100-464 (BE00227-042)	29-31.00-42.30 / 98-47.00-59.70	Meter	200 gpm
W100-465 (BE00227-043)	29-22.00-59.30 / 98-32.00-55.50	Meter	1100 gpm
W100-467 (BE00227-045)	29-30.00-24.00 / 98-46.00-24.20	Meter	100 gpm
W100-468 (BE00227-046)	29-24.00-27.90 / 98-43.00-46.30	Meter	230 gpm
W100-489 (BE00239-007)	29-22.00-59.30 / 98-32.00-55.50	Meter	1300 gpm
W104-146	29-28.00-39.00 / 98-42.00-53.30	Meter	0 gpm
W104-147	29-29.00-50.26 / 98-21.00-12.40	Meter	0 gpm
W104-148	29-21.00-58.60 / 98-44.00-27.20	Meter	0 gpm

Any provision herein which restricts the sale, rental or use of the described REAL PROPERTY because of Color or Race is Invalid and unenforceable under FEDERAL LAW.

STATE OF TEXAS  
COUNTY OF BEXAR

*water permit*

I, hereby Certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the RECORDS of BEXAR COUNTY, TEXAS as stamped hereon by me



*Gerard Rickhoff*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

Doc# 20080221844 Fees: \$36.00  
10/10/2008 11:34AM # Pages 6  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

**EAA Water Rights Permit P100-015**





LT1-81-20080221781-1

SCANNED

EDWARDS AQUIFER AUTHORITY  
WATER RIGHTS FILING  
INSTRUCTIONS FOR COUNTY CLERKS

Please file this sheet and the attached Edwards Aquifer Authority, State of Texas "Initial Regular Permit (IRP)" in the Official Public Records using "Edwards Water Rights" as the document type.

- 1. DATE OF EXECUTION: SEP 30 2008
- 2. DOCUMENT TYPE: Edwards Water Rights
- 3. GRANTOR: Edwards Aquifer Authority
- 4. GRANTEE(S) (Permittee): Bexar Metropolitan Water District
- 5. LEGAL PLACE OF USE:

Legal Description Reference	County	County Clerk Document No.	Volume/ Book	Page(s)
Special Warranty Deed	Bexar	98-0202037		

Survey / Abstract No	NCB	CB	Lot	Subdivision
438 / 403 et al		4265 et al		

- 6. INITIAL REGULAR PERMIT TO WITHDRAW GROUNDWATER FROM THE EDWARDS AQUIFER NO. **P100-015 (AT00902A)**
- 7. ANNUAL WITHDRAWAL AMOUNT: **259.000** Acre-Feet / Annum
- 8. REASON FOR REISSUANCE: The Passage of Senate Bill No. 3 by The Texas Legislation in 2007 increased the pumping cap from 450,000 acre-feet to 572,000 acre-feet per annum.
- 9. AFTER RECORDING RETURN TO:

*Edwards Aquifer Authority  
1615 N. Saint Mary's St.  
San Antonio, TX 78215*



LT2-9-742-3

**EDWARDS AQUIFER AUTHORITY  
STATE OF TEXAS  
INITIAL REGULAR PERMIT No. P100-015 (AT00902A)**

**THIS CERTIFIES THAT:**      **Bexar Metropolitan Water District  
2047 W. Malone  
San Antonio, TX 78225**

has been issued this Initial Regular Permit by the Board of Directors of the Edwards Aquifer Authority to withdraw groundwater from the Edwards Aquifer. This Permit is issued without a term. All prior permits or other approvals are superceded by this Permit.

**Permit Derivation:** AT00902A    **Purpose:** Irrigation    **Pool:** San Antonio

**Authorized Annual Groundwater Withdrawal Amount:** 259.000 acre-feet per calendar year of which 0.000 acre-feet are unrestricted irrigation groundwater and 259.000 acre-feet are base irrigation groundwater.

**Place of Use:** The tract(s) of land more fully described in Special Warranty Deed dated November 13, 1998 as recorded with Clerk as Document # 98-0202037 Official Public Records, Atascosa County, Texas

**Withdrawal Point(s); Metering; Maximum Withdrawal Rate:**

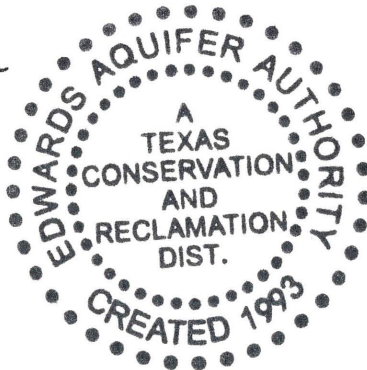
EAA WELL NO.	LOCATION	MEASURING METHOD	WITHDRAWAL RATE
W100-012 (AT00902-003)	29-14.00-25.90 / 98-45.00-37.90	Meter	1227 gpm

**Conditions:** Edwards Aquifer groundwater may be withdrawn only under the terms and conditions of this Permit, the Edwards Aquifer Authority Act (Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350), other applicable general law, and Authority rules, as these may be amended from time to time. This permit is subject to the continuing jurisdiction and supervision of the Authority, and may be amended from time to time consistent with applicable law.

**THIS INITIAL REGULAR PERMIT IS ISSUED, EXECUTED, AND EFFECTIVE THIS** 30<sup>th</sup> day of Sept, 2008.

**ATTEST:**

*Douglas R Miller*  
**DOUGLAS R. MILLER**  
Chairman, Board of Directors

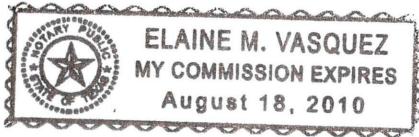


*Carol G Patterson*  
**CAROL G. PATTERSON**  
Secretary, Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF BEXAR )

ON BEHALF OF THE AUTHORITY, THIS PERMIT WAS ACKNOWLEDGED before me on Sept. 30, 2008 by DOUGLAS R. MILLER, Chairman, and CAROL G. PATTERSON, Secretary, Board of Directors, Edwards Aquifer Authority, a conservation and reclamation district created pursuant to Art. XVI, Sec.59, Texas Constitution.



Elaine M. Vasquez

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Docket Clerk  
Edwards Aquifer Authority  
1615 N. St. Mary's St.  
San Antonio, Texas 78215

Any provision herein which restricts the sale, rental or use of the described REAL PROPERTY because of Color or Race is Invalid and unenforceable under FEDERAL LAW.

STATE OF TEXAS  
COUNTY OF BEXAR Water Permit

I, hereby Certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the RECORDS of BEXAR COUNTY, TEXAS as stamped hereon by me



Gerard Rickhoff  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

Doc# 20080221781 Fees: \$24.00  
10/10/2008 11:34AM # Pages 3  
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Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK