



SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS THAT:

GREEN LAND VENTURES, LTD. ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by BEXAR METROPOLITAN WATER DISTRICT ("Grantee"), for which no lien, express or implied, is retained, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by the presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, all of that certain lot, tract or parcel of land situated in Bexar County, Texas, and being more particularly described below:

- (a) Lot 33, Block 6, THE WOOD SUBDIVISION, UNIT 1, Planned Unit Development according to plat thereof recorded in Volume 9545, Page 167 et seq, Deed and Plat Records of Bexar County.
(b) all fixtures and improvements located on the above described real property, including, without limitation, all water wells, in-ground casing or pipes, storage tanks, pressure tanks, and chlorinators; and

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and with all improvements located thereon (said land, tenements, hereditaments, appurtenances and improvements being hereafter referred to as the "Property").

This conveyance is made subject to (i) all presently recorded restrictions, reservations, easements, rights-of-way, covenants, conditions and other instruments, other than liens and conveyances, that affect the Property, (ii) any discrepancies, conflicts or shortages in area or boundary lines and any encroachments or overlapping of improvements, (iii) all zoning building and other laws, regulations, and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Property or any part thereof, (iv) any interest in the mineral estate, (v) any matter shown on the plat of the Property, and (vi) the covenants, conditions, and restrictions set forth in instruments recorded in Volume 8281, Page 229, et seq, and in Volume 8248, Page1486, et seq, both of the Real Property Records of Bexar County, Texas to the extent such restrictive covenants would otherwise be enforceable against BexarMet as a political subdivision, and (viii) all ad valorem taxes and special assessments pertaining to the Property for that portion of calendar year 2000 after the date hereof and

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subsequent years (all of the foregoing collectively referred to as the "Permitted Exceptions") to the extent that any of the Permitted Exceptions would otherwise be enforceable against Grantee as a political subdivision of the State of Texas; provided, however, in the event the Property becomes subsequently owned by a third party who is not a public utility, the Permitted Exceptions, including any restrictive covenants pertaining to the Property shall be binding upon and enforceable against such third party and such ownership shall be made subject to the Permitted Exceptions.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

It is the intention of Grantor and Grantee that Grantee shall have the right to use any easements shown on the plat of the Property or otherwise provided for in the restrictive covenants covering the Property to the extent such easements are reserved in favor of providers of utilities to the Property. It is the further intention of the parties that this conveyance shall include title in and to all water wells, water lines and other equipment used by Grantor in the water distribution system located and operated on the Property, including, without limitation all water lines, water mains, water wells, lateral lines, meters, gauges, and storage tanks that are located on the Property or used in connection with the operation of Grantor's water distribution system on the Property. This conveyance shall not include, however, any fee interest in the streets or lots shown or indicated on the plat of the Property other than the lot constituting the Property. Grantor and Grantee further agree that the rights in and to the easements granted herein shall be nonexclusive and any other utility provider or company or any other party entitled to use such easements as indicated on the plat of the Property or in restrictive covenants covering the Property shall have the right to use such easements in accordance with the terms and provisions of said plat or restrictive covenants. Grantee hereby agrees to convey the Property subject to any restrictive covenants, as amended from time to time, as are then in effect and enforceable against the Property if the owner was not a political subdivision and such restrictive covenants shall be and remain in full force and effect to any subsequent owner of the Property to the extent such owner is not a political subdivision.

Executed on the date set forth in the acknowledgment below to be effective the 25 day of July, 2000.

**GRANTOR:**

GREEN LAND VENTURES, LTD.,  
a Texas limited partnership

By: D. GREEN LAND CO., a Texas  
corporation and its sole general partner

By: Dana Green  
DANA GREEN, President

**AGREED TO AND ACCEPTED:**

**GRANTEE:**

BEXAR METROPOLITAN WATER DISTRICT

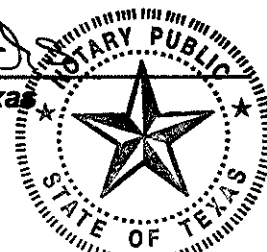
BY: Thomas C. Moreno  
THOMAS C. MORENO, General Manager/CEO

**ACKNOWLEDGMENT**

State of Texas §  
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County of Bexar §

This instrument was acknowledged before me on the 25 day of July, 2000, by **DANA GREEN**, as the **President of D. GREEN LAND CO., a Texas corporation, the General Partner of GREEN LAND VENTURES, LTD., a Texas limited partnership for and on behalf of said limited partnership.**

Sharron Veters  
Notary Public, State of Texas



SHARRON VETTERS  
My Commission Expires 9/26/00

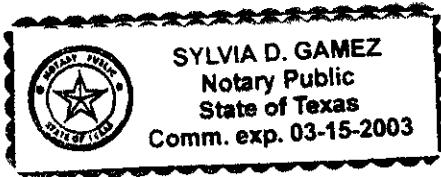
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State of Texas

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County of Bexar

This instrument was acknowledged before me on the 1<sup>st</sup> day of August, 2000,  
by **THOMAS C. MORENO**, as the **General Manager and Chief Executive Officer of BEXAR  
METROPOLITAN WATER DISTRICT.**



*Sylvia D. Gamez*  
Notary Public, State of Texas

**Prepared By:**  
DAVID H. BROCK  
301 E. San Antonio Avenue  
Boerne, Texas 78006

**Grantee's Address for Tax Notices:**  
BEXAR METROPOLITAN WATER DISTRICT  
2047 West Malone  
San Antonio, Texas 78225

**After Recording Return To:**  
BEXAR METROPOLITAN WATER DISTRICT  
c/o West & West, Attorneys  
2929 Mossrock, Ste. 204  
San Antonio, Texas 78230

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

SEP 11 2000



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

### RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARSON OR PHOTO COPY, DISCOLORED PAPER, ETC.

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

On Sep 08 2000  
At 3:41pm

Receipt #: 367330  
Recording: 9.00  
Doc/Mgmt: 6.00  
Doc/Num: 2000-0155241  
Deputy -Melissa Solano

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