

**PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
9623 NEW WORLD, SAN ANTONIO TEXAS - .3704 ACRE**

SAWS BID SOLICITATION NO.: RE-24-001-LE

1. Sale of SAWS Property. 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"), desires to sell and is soliciting offers to purchase certain SAWS-owned real property ("SAWS Property").

2. The SAWS Property. The SAWS Property is described as follows:

An approximately 0.3704 - acre tract located in San Antonio, Bexar County, Texas, described more particularly on **Exhibit "A"** attached hereto, together with all improvements thereon and appurtenances thereto.

THERE IS A 13.6' WIDE DRAINAGE EASEMENT THAT RUNS ACROSS THE SAWS PROPERTY, AS SHOWN ON EXHIBIT "A" (THE "DRAINAGE EASEMENT"). NO IMPROVEMENTS OR STRUCTURES MAY BE PLACED ON THE DRAINAGE EASEMENT.

3. Bid Information. This Purchase Agreement and Bidding Instructions document is the official bid form that must be completed and returned by interested bidders in accordance with the instructions herein. Sealed bids for the purchase of LAND will be received by SAWS **either Electronically or through Sealed bids**. Interested bidders must:

- a. furnish the information requested in Section 17 below;
- b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
- c. sign and enclose the San Antonio Water System Discretionary Real Estate Contracts Disclosure form attached hereto as **Exhibit "D"**.
- d. place the Purchase Agreement and San Antonio Water System Discretionary Real Estate Contracts Disclosure in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS PROPERTY (SAWS BID SOLICITATION NO. R-24-001-LE), 9623 New World, San Antonio Texas - .3704 ACRE" addressed and delivered to:

San Antonio Water System
Customer Service Building
Attn: Lindsay Esquivel
2800 U.S. Hwy 281 North
Suite 171
San Antonio, Texas 78212

Sealed bids should be deposited in the black metal drop box labeled Contracting located on the left wall when entering through the first set of double glass doors entry on the north side of the Customer Service Building.

It is the bidder's sole responsibility to deliver the bid documents properly completed, on time, to the proper location.

- e. If submitting the bid electronically, bidders, should reference the Electronic Bid Opening Instructions attached to the Invitation to Offerors for additional information.
- f. Selection of successful bidder will be based on price.
- g. SAWS reserves the right to reject any and all bids and waive any formalities.

THERE IS A MINIMUM BID OF \$3,000.00 FOR THE SAWS PROPERTY. ANY BID LESS THAN \$3,000.00 WILL BE AUTOMATICALLY REJECTED.

4. Bidder Inspection. Any party interested in inspecting the SAWS Property shall contact Gilbert Jimenez at (210) 233-3636 or gilbert.jimenez@saws.org to arrange for access.

5. Bid Due Date. Sealed or electronic bids will be received until **10:00 A.M. (CDT)** San Antonio, Texas time on **April 5, 2024** (the "Bid Deadline") at the address shown in paragraph 3 above.

6. Notice of Acceptance. This Purchase Agreement and the selection of the successful bidder may be subject to the approval of the SAWS Board of Trustees. Following the Bid Deadline and SAWS' staff selection of a recommended successful bidder, if any, SAWS may be required to seek Board of Trustees approval to accept the bid of said bidder and to enter in this Purchase Agreement with said bidder. SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within sixty (60) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within sixty (60) days of the Bid Deadline. The date that SAWS signs this Purchase Agreement shall be the Date of this Agreement.

7. Title Exceptions. The SAWS Property 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 Property as shown in the Real Property Records of Bexar County, Texas, including but not limited to the Drainage Easement, and (ii) all applicable zoning, platting and other governmental or HOA ordinances, laws, rules (collectively, the "Permitted Exceptions"). Successful Bidder assumes all responsibility for platting the SAWS Property. Additionally, the Successful Bidder must obtain any applicable permits and approvals for Successful Bidder's use of the SAWS Property.

8. As Is Condition. **THE SAWS PROPERTY WILL BE CONVEYED IN ITS PRESENT "AS IS" CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS PROPERTY IN ITS PRESENT CONDITION. 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 PROPERTY 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. 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 REPRESENTATIONS, (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED**

NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES AND (III) ANY RIGHT TO INSPECT THE SAWS PROPERTY. SUCCESSFUL BIDDER TAKES THE SAWS PROPERTY 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 PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE SAWS PROPERTY'S PRIOR USES OR OTHER MATTERS, 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.

9. Closing Documents from SAWS. SAWS will convey the SAWS Property to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as **Exhibit "B"**. The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein.

10. Closing. The closing date will be on the first business day thirty (30) days after the Date of this Agreement ("Closing"), or on such other earlier date as SAWS and Successful Bidder may mutually agree. The Closing will be at SAWS Headquarters, 2800 US Hwy, 281N, 6th Floor, San Antonio, Texas 78212. Payment of the Bid Price must be made by cashier's check. The Successful Bidder is responsible for recording the Deed at their expense in the Official Public Records of Bexar County.

11. Real Property Taxes. The SAWS Property is currently exempt from real property taxes. Taxes for the year of Closing and future years will be the obligation of the Successful Bidder. If this transfer or the Successful Bidder's use of the SAWS Property 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. Obligations imposed by this Section 11 shall survive Closing.

12. No Brokers. SAWS will not pay a brokerage commission for the sale of the SAWS Property. Successful Bidder represents and warrants that no broker represents Successful Bidder and Successful Bidder hereby agrees to defend, indemnify, and hold harmless SAWS for any claims for a brokerage fee or commission. The Successful Bidder's obligation to indemnify under this Section 12 shall survive Closing.

13. Default. If for any reason the Successful Bidder fails to comply with any of the provisions of this Purchase Agreement, or if any of the representations or warranties of the Successful Bidder

contained in this Purchase Agreement are incorrect or become incorrect or untrue, SAWS, at its election, may (i) terminate this Purchase Agreement, (ii) waive any unmet requirements and proceed to Closing, or (iii) pursue any remedies it may have at law or in equity. If SAWS fails to comply with this Purchase Agreement, the Successful Bidder's sole and exclusive remedy under this Purchase Agreement shall be to terminate this Agreement.

14. Property Information. SAWS has obtained information on the SAWS Property, set forth in more detail in **Exhibit "C"** attached hereto (the "Property Information Documents"), which will be made available to all prospective Bidders at www.saws.org.

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. Further, SAWS does not represent or warrant that the Property Information Documents constitute all of the documents in SAWS possession related to the SAWS Property.

15. Notices. Any notices to be given hereunder by or to the Successful Bidder shall be given by transmitting by email to the address 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 emailing, placing in the mail, or upon such personal or overnight delivery:

a. SAWS
Mark Brewton
Senior Corporate Counsel
San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212
mark.brewton@saws.org

b. Bidder As set out in Section 17 below.

16. Right to Reject. SAWS reserves the right to reject any and all offers to purchase the SAWS Property and nothing in this Agreement shall require SAWS to accept any offer or to complete a sale of the SAWS Property.

17. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. **RE-24-001-LE**
9623 New World Drive, San Antonio, Texas - 0.3704 ACRES

b. BIDDER:
Name: _____
Address: _____
Email: _____

c. BID PRICE: \$ _____ (the "Bid Price")

THERE IS A MINIMUM BID OF \$3,000.00 FOR THE SAWS PROPERTY. ANY BID LESS THAN \$3,000.00 WILL BE AUTOMATICALLY REJECTED.

18. 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 Property that is the subject of this Purchase Agreement is determined by a special appraisal method that allows for appraisal of the SAWS Property at less than its market value, the person to whom the SAWS Property is transferred may not be allowed to qualify the SAWS Property for that special appraisal in a subsequent tax year and the SAWS Property may then be appraised at its full market value. In addition, the transfer of the SAWS Property or a subsequent change in the use of the SAWS Property 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 Property. The taxable value of the SAWS Property 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 Property is located.**

c. Annexation Disclosures. **If the SAWS Property that is the subject of this Contract is located outside the limits of a municipality, the SAWS Property 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 Property 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 Property for further information.**

d. Utility District. **Successful Bidder agrees that if the SAWS Property is situated in any utility district, 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. **The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. 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 Property. 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 Property.**

f. Lead Paint Disclosure. **The Successful Bidders agrees and acknowledges that the SAWS Property is not "residential real property" subject to any federally mandated lead paint disclosures.**

19. Disclosure Form. The San Antonio Water System Discretionary Real Estate Contracts Disclosure form is attached hereto as **Exhibit "D"** and must be signed by bidder and enclosed in the seal bid package.

20. Entire Agreement. This Purchase 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 Purchase Agreement. **Exhibits "A" - "D"** attached hereto are incorporated herein for all purposes.

21. Governing Law. This Purchase Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.

22. Binding Effect. By signing below, the bidder agrees that if SAWS accepts the Bid Price, bidder will purchase the SAWS Property for the Bid Price 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.

23. Time. Time is of the essence in the performance of this Purchase Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Purchase Agreement falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

24. No Prohibited Persons/Entities. Successful Bidder represents and warrants to SAWS that Successful Bidders is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by SAWS that the Successful Bidder is a prohibited person/entity as set forth hereinabove shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System. Upon request, Successful Bidder will provide SAWS a completed Texas Ethics Commission Form 1295.

IN WITNESS WHEREOF, the party submitting this bid has caused this Purchase Agreement 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 Purchase Agreement on behalf of the person or entity for which he/she is signing.

Executed by bidder this _____ day of _____, 2024.

BIDDER*: _____
Name: _____
Title: _____

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 for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2024.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 2024 (Date of this Agreement).

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: Nancy Belinsky
Title: Executive Vice President and Chief Legal & Ethics Officer

- Exhibits:
Exhibit "A" - SAWS Property Description and Survey
Exhibit "B" - Form of Deed Without Warranty
Exhibit "C" - List of Property Information Documents
Exhibit "D" - San Antonio Water System Discretionary Real Estate Contracts Disclosure



EXHIBIT "A"
NEW WORLD LOT
SAWS Property Description and Survey

SAWS PARCEL NO: TRACK 2
OWNER: SAN ANTONIO WATER SYSTEM
PROJECT NAME: DSP NEW WORLD TANK AND PUMP
STATION IMPROVEMENTS PROJECT
SAWS JOB NO: 12-6114
SHEET 2 OF 2

FIRM LICENSE NO. 10122300

FIELD NOTES
FOR
A 0.3704 ACRE TRACT

A 0.3704 acre tract of land, out of the Richard Bushel Survey No. 325, Abstract 46, County Block 5052 and out of a 4.060 acre tract of land, conveyed to City of San Antonio of record in Volume 15414 Page 1147 and described in Volume 5977 Page 570 of the Official Public Records of Real Property of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with a cap in the west right-of-way line of New World Drive, a 60 foot right-of-way, for the northeast corner of Lot 89 of the Camelot Subdivision Unit 46, a subdivision plat of record in Volume 8000 Pages 218-219 of the Deed and Plat Records of Bexar County, Texas and the southeast corner of the 4.060 acre tract and the tract described herein;

THENCE: S 82°20'21" W departing the west right of way line of New World Drive along and with the common line of Lot 89 and the 4.060 acre tract, a distance of 119.47 feet to a set PK nail with washer stamped "KFW Surveying" in the east line of Lot 67, Block 16 of the Camelot Subdivision Unit 47, a subdivision plat of record in Volume 7900 Page 168 of the Deed and Plat Records of Bexar County, Texas, for the northwest corner of Lot 89 and the southwest corner of the 4.060 acre tract and the tract described herein;

THENCE: Along and with the east line of Lots 67-66, Block 16 of the Camelot Subdivision Unit 47 and a west line of the 4.060 acre tract the following two (2) courses:

1. N 07°37'39" W, a distance of 55.51 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" which falls 0.70 feet inside wood fence, for a point of curvature to the right of the tract described herein, and
2. with a curve to the right, having an arc of 81.07 feet, a radius of 807.12 feet, a delta of 05°45'17" and a chord bears N 04°09'03" W, a distance of 81.03 feet to a point, for an east corner of Lot 66 and an interior corner of the 4.060 acre tract and the northwest corner of the tract described herein;

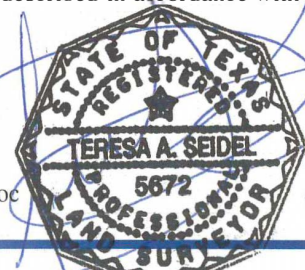
THENCE: Into and across the 4.060 acre tract the following two (2) courses:

1. N 58°23'17" E, a distance of 13.60 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle of the tract described herein, and
2. N 90°00'00" E, a distance of 106.81 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the west right-of-way line of New World Drive, for the northeast corner of the tract described herein;

THENCE: Along and with the west right-of-way line of New World Drive and the east line of the 4.060 acre tract the following (2) courses:

1. with a non-tangent curve to the left, having an arc of 72.30 feet, a radius of 687.12 feet, a delta of 06°01'42" and a chord bears S 04°38'48" E, a distance of 72.26 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency, and
2. S 07°39'39" E, a distance of 55.51 feet to the **POINT OF BEGINNING** and containing 0.3704 of an acre or 16,136 square feet more or less, in Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by KFW Surveying.

Job No.: 13-017
 Prepared by: KFW Surveying
 Date: December 30, 2014
 Revised: January 15, 2015
 File: S:\Draw 2013\13-060 NEW WORLD\DOCS\ FN 0.3704 AC EXH.doc



1/16/2015

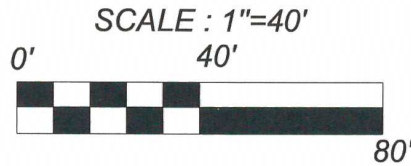
NOTES

- BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
- NO TITLE COMMITMENT PROVIDED AT TIME OF SURVEY.
- REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 290 OF 785, COMMUNITY PANEL NO. 48029C0290G, DATED SEPTEMBER 29, 2010.
- THE TRACT SHOWN HEREON IS SUBJECT TO ALL BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
- METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
- SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A BLUE CAP STAMPED "KFW SURVEYING".

EXHIBIT "A"

**SAWS Property Description and Survey
NEW WORLD LOT**

SAWS PARCEL NO: TRACK 2
 OWNER: SAN ANTONIO WATER SYSTEM
 PROJECT NAME: DSP NEW WORLD TANK AND PUMP
 STATION IMPROVEMENTS PROJECT
 SAWS JOB NO: 12-6114
 SHEET 1 OF 2

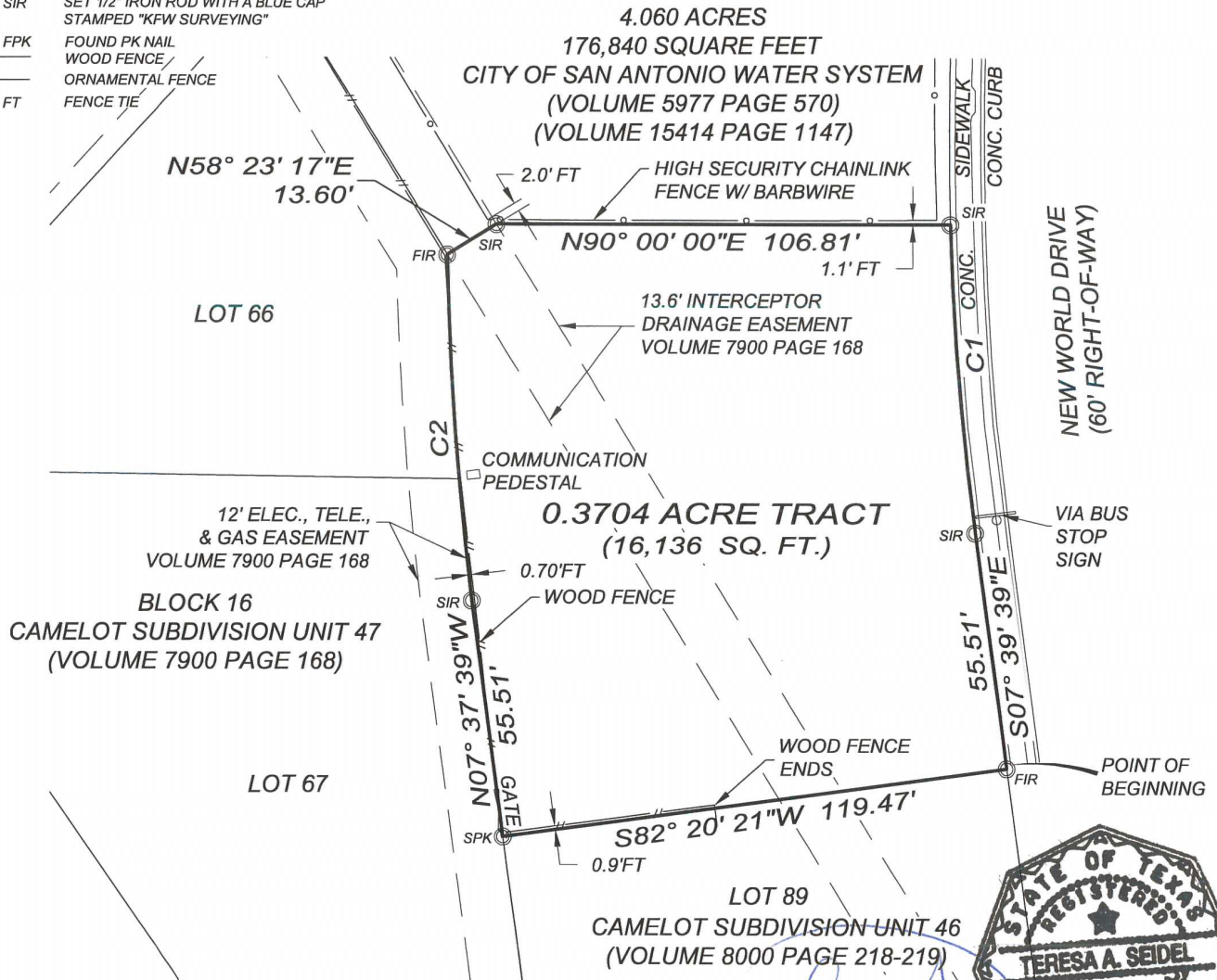


LOCATION MAP
NOT-TO-SCALE

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	72.30'	687.12'	6° 01' 42"	S4° 38' 48"E	72.26'
C2	81.07'	807.12'	5° 45' 17"	N4° 09' 30"W	81.03'

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- FPK FOUND PK NAIL
- WOOD FENCE
- ORNAMENTAL FENCE
- FT FENCE TIE



TERESA A. SEIDEL
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
 EMAIL: TSEIDEL@KFWENGINEERS.COM
 DATE OF SURVEY: 12/30/2014
 PROJECT NO.: 13-060

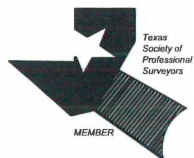
EXHIBIT OF

A 0.3704 ACRE TRACT OF LAND, OUT OF THE RICHARD BUSHEL SURVEY NO. 325, ABSTRACT 46, COUNTY BLOCK 5052 AND OUT OF A 4.060 ACRE TRACT OF LAND, CONVEYED TO CITY OF SAN ANTONIO OF RECORD IN VOLUME 15414 PAGE 1147 AND DESCRIBED IN VOLUME 5977 PAGE 570 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

REVISIONS: 1/13/15	ISSUE DATE: UPDATED TITLE SHEET
JOB NO. 13-060	DESIGNER: TAS
DATE: 12/30/2014	CHECKED: TAS
DRAWN: RV	

SHEET: 1 OF 1

Date: Jan 16, 2015, 8:48am User: ID: rseidels File: S:\Draw 2013\13-060 NEW WORLD\ES 13-060 SAWS New World-3D.dwg



14803 HUEBNER ROAD, BLDG. 40
 SAN ANTONIO, TEXAS 78230
 PHONE (210) 979-9444
 FAX (210) 979-9441
 FIRM LICENSE NO. 10122300

EXHIBIT "B"
FORM OF DEED WITHOUT WARRANTY

[Do not sign]

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: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Property Address: 9623 New World Drive, San Antonio, Texas

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, all HOA regulations and all matters of record relating to the Property as shown in all official public records of Bexar County, Texas.

Reservations from Conveyance: None

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 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.

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, LACK OF ACCESS TO A PUBLIC ROAD OR OTHER MATTERS 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.

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

This conveyance is being made subject to ad valorem taxes for the year 202_ [insert year of closing] and all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are hereby assumed by Grantee.

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 _____, 202_ by _____, _____ of the San Antonio Water System.

[Seal]

Notary Public, State of Texas

ACCEPTED BY GRANTEE:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 202_
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

After recording, return to:

93-077243 - RF - SATCO

GENERAL WARRANTY DEED 94-0035017

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

That Lackland Water Company, Ltd, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No./100 Dollars (\$10.00) and other valuable cash consideration to Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Bexar Metropolitan Water District, ("Grantee"), eleven tracts of land containing a total of approximately 16.173 acres of land in Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes ("Property").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The estimated amount of ad valorem taxes on the Property for the year 1994 having been paid by Grantor to the date hereof, the responsibility for the payment of the actual ad valorem taxes on the Property is hereby retained by Grantor and is not assumed by Grantee.

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This conveyance is made and accepted subject to the matters set forth in Exhibit "B" attached hereto and incorporated herein for all purposes, to the extent the same are valid and subsisting and affect the Property.

Executed this 22nd day of February, 1994.

Lackland Water Company, Ltd.
By: Ellfive, Inc., Its General Partner

By: [Signature]
Name: Jack Bigler
Title: Vice-President

Mailing Address of Grantee:

Name: Bexar Metropolitan Water District
Address: 2706 West Southcross
San Antonio, TX 78211

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 22 day of February, 1994, by Jack Bigler, Vice-President of Ellfive, Inc., on behalf of Lackland Water Company, Ltd.

[Signature]
Notary Public, State of Texas
My commission expires

My Commission Expires 96

AFTER RECORDING RETURN TO:

BEXAR METROPOLITAN WATER DISTRICT
2706 WEST SOUTHCROSS
SAN ANTONIO, TX 78211

EXHIBIT "A"

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N., 8-235
SAN ANTONIO, TEXAS 78232
PHONE (810) 384-0511

FIELD NOTES
FOR
3.260 ACRES OF LAND

BEING 3.260 acres (142,003 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract 248, County Block 4333, Bexar County, Texas and being 2.350 acres (102,386 square feet) out of Lot 42, Block 8, Lackland City Subdivision Unit 148A recorded in Volume 9513, Page 43 of the Deed and Plat Records of Bexar County, Texas and also being 0.910 acres (39,617 square feet) of land out of that certain 100 acre Tract "B" recorded in Volume 6319, Page 429 of the Deed Records of Bexar County, Texas, said 3.260 acres of land fronting on the north right-of-way line of Marbach Road and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found on the north right-of-way line of Marbach Road, said iron pin being the southwest corner of said Lot 42 and the southwest corner of the tract described herein;

THENCE, North $01^{\circ}40'07''$ East, with and along a chain link fence and the west line of said Lot 42, a distance of 847.03 feet to a 1/2-inch iron pin found for corner;

THENCE, with and along the north line of said Lot 42 as follows:

South $89^{\circ}47'39''$ East a distance of 134.87 feet to a 1/2-inch iron pin found at the point of a curve to the right whose radius point bears South $00^{\circ}12'21''$ West;

In a southeasterly direction, with and along the arc of said curve to the right, whose radius is 74.00 feet, long chord bears South $81^{\circ}14'35''$ East 22.01 feet, interior angle is $17^{\circ}16'20''$ and arc distance is 22.09 feet to a 1/2-inch iron pin found at the point of tangency;

South $72^{\circ}41'19''$ East, at 45.00 feet passing a found 1/2-inch iron pin with a plastic cap at the northeast corner of said Lot 42, and continuing for a total distance of 55.42 feet to a 1/2-inch iron pin with a plastic cap set for corner;

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EXHIBIT "A"

Field Notes for 3.260 Acres
Page 2

THENCE, South 60°16'55" East a distance of 57.63 feet to a 1/2-inch iron pin with a plastic cap set for corner;

THENCE, South 01°40'07" West a distance of 438.32 feet to a 1/2-inch iron pin with a plastic cap set for corner;

THENCE, North 88°19'54" West a distance of 210.90 feet to a 1/2-inch iron pin with a plastic cap set on the east line of said Lot 42 for corner;

THENCE, South 01°40'07" West, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap set on the north line of Marbach Road for corner;

THENCE, North 89°20'36" West, with and along the north line of Marbach Road and the south line of said Lot 42, a distance of 50.01 feet to the POINT-OF-BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: January 11, 1994

Job #001-155-00

VOL 5977 P60573

EXHIBIT "A"

Lot 1, Block 2, Texas Research Park - WPF as recorded in Volume 9522, Page 48, Deed and Plat
Records of Bexar County, Texas.

VOL 5977 PG 0574



EXHIBIT "A" 3

POZNECKI • CAMARILLO and ASSOC., INC.
ENGINEERING SURVEYING PLANNING

**METES & BOUNDS DESCRIPTION
0.555 ACRE TRACT**

Being a 0.555 acre tract of land known as P-11, C.B. 5077, N.C.B. 15826 originally out of the Gertrudes Rodriguez Survey No. 132, Abstract No. 610, as recorded in Volume 4154, Page 553 of the Bexar County Deeds and Records and located in San Antonio, Bexar County, Texas. Said 0.555 acre tract being more particularly described as follows:

COMMENCING at a point in the southerly right-of-way line of Midcrown Drive at the westerly end of a 15 foot radius curve return from the west right-of-way line of Castle Cross Drive;

- THENCE N 00° 15' 30" E, 60.00 feet across Midcrown Drive to an angle point along the north right-of-way line of Midcrown Drive;
- THENCE N 89° 44' 30" W, 567.67 feet along said north right-of-way line to a found 1/2" iron pin for the POINT OF BEGINNING and the southeast corner of this tract;
- THENCE N 89° 44' 30" W, 243.91 feet, continuing along the north right-of-way line Midcrown Drive to a found 1/2" iron pin, for the southwest corner of this tract;
- THENCE N 45° 53' 52" E, 200.84 feet, leaving said right-of-way line and along the the west line of this tract, also being the west line of a 75' wide easement to the Texas Pipeline Company and the east line of a 16' wide CPSB electric easement, to a found 1/2" iron pin for the northwest corner of this tract;
- THENCE S 89° 37' 26" E, 100.48 feet along said the north line of this tract to a found 1/2" iron pin for the northeast corner of this tract;
- THENCE S 00° 19' 27" W, 140.22 feet along the east line of this tract, returning to the north right-of-way line of Midcrown Drive and the POINT OF BEGINNING and containing 0.555 acres of land more or less;

Survey completed on November 3, 1993

Adalberto Camarillo
Registered Professional
Land Surveyor No. 3929

VOL 5977 PG 0575



EXHIBIT "A"

4/1

W.F. CASTELLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners

November 8, 1993
Job No. 39251.03

DESCRIPTION OF A 0.129-ACRE PARCEL OF LAND
WELL SITE NO. 9

A 0.129-acre parcel of land out of the J. H. Miller Survey No. 41, Abstract No. 487, County Block 5075, Bexar County, Texas; being out of a 101.606-acre tract (Tract 12) as recorded in Volume 5014, Pages 692-710, Official Public Records of Real Property of Bexar County; and being more particularly described as follows:

Beginning for point of reference at a Texas Department of Transportation concrete monument found on the northwest right-of-way line of Gibbs-Sprawl Road (R.O.W. varies, 100' minimum), said point being the south end of the cut-off line to the southwest right-of-way line New Walzem Road: thence N.85°01'00"W. a distance of 1068.63 feet to a 1/2" rebar with a Castella & Assoc. cap set for the POINT OF BEGINNING, and the east corner of this parcel;

THENCE S.52°57'37"W. a distance of 70.00 feet to a 1/2" rebar with a Castella & Assoc. cap set for the south corner of this parcel;

THENCE N.37°02'23"W., passing the northerly corner of a 0.386-acre easement at 42.00 feet, a total distance of 80.00 feet to a 1/2" rebar with a Castella & Assoc. cap set for the west corner of this parcel;

THENCE N.52°57'37"E. a distance of 70.00 feet to a 1/2" rebar with a Castella & Assoc. cap set for the north corner of this parcel;

THENCE S.37°02'23"E. a distance of 80.00 feet to the POINT OF BEGINNING and containing 0.129 of an acre or 5,600 (\pm 4+) square feet of land, more or less.

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EXHIBIT "A"

6

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N., 8-238
SAN ANTONIO, TEXAS 78232
PHONE (210) 484-0511

L.C.W. CO.
WELL SITE #13
9731 BEAR CREEK DR.
STATE NO. AY-68-35-503

FIELD NOTES
FOR
0.472 ACRES OF LAND

BEING 0.472 acres (20,557 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, County Block 4333, Bexar County, Texas, being out of a 546.594 acre tract conveyed by deed recorded in Volume 6219, Page 139, Deed Records of Bexar County, Texas, said 0.472 acres of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found in the east right-of-way line of Saddlebrook Drive, at the southwest corner of Lot 1, Block 19, Lackland City Subdivision, Unit 151, recorded in Volume 7000, Pages 220 and 221, Deed and Plat Records of Bexar County, Texas, said POINT-OF-BEGINNING being the northwest corner of the herein described tract;

THENCE, North 89°45'34" East, along the south lines of Lots 1 and 2, Block 19, a distance of 119.25 feet to a 1/2-inch iron pin fitted with a plastic cap set for the northeast corner of the herein described tract, being at the northwest corner of a 0.211 acre tract recorded in Volume 3233, Page 1304, Real Property Records of Bexar County, Texas;

THENCE, South 00°14'26" East, along the east line of the herein described tract and the west line of said 0.211 acre tract, a distance of 167.94 feet to a 1/2-inch iron pin fitted with a plastic cap set in the north right-of-way line of Bear Creek Drive, at the southwest corner of said 0.211 acre tract and the southeast corner of the herein described tract, being in the arc of a curve whose radius point bears South 28°34'56" East 483.24 feet, whose interior angle is 02°46'06" and whose chord bears South 60°02'01" West 23.35 feet;

THENCE, in a southwesterly direction, along the arc of said curve and the north right-of-way line of Bear Creek Drive, a distance of 23.35 feet to a 1/2-inch iron pin fitted with a plastic cap set at the point of reverse curvature of a curve to the right whose radius point bears North 31°21'05" West 175.00 feet, whose interior angle is 24°21'02" and whose chord bears South 70°49'29" West 73.82 feet;

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EXHIBIT "A"

Field Notes for 0.472 Acres
Page 2

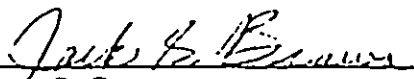
THENCE, in a southwesterly direction along the arc of said curve and the north right-of-way line of Bear Creek Drive, a distance of 74.38 feet to a 1/2-inch iron pin filled with a plastic cap set at the point of reverse curvature of a curve to the right, whose radius point bears North 07°00'00" West 5.00 feet, whose interior angle is 90°00'00" and whose chord bears North 52°00'00" West 7.07 feet;

THENCE, in a northwesterly direction along the arc of said curve, a distance of 7.85 feet to a 1/2-inch iron pin filled with a plastic cap set in the east right-of-way line of Saddlebrook Drive;

THENCE, North 07°00'00" West, along the east right-of-way line of Saddlebrook Drive, a distance of 200.47 feet to the POINT-OF-BEGINNING.



BROWN ENGINEERING CO.



Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 10, 1993

Job #001-157-00

VOL 5977 PG 0578

Exhibit A

6

PC POZNECKI • CAMARILLO and ASSOC., INC.
 ENGINEERING SURVEYING PLANNING

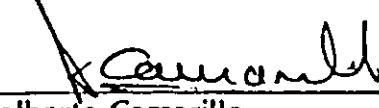
**METES AND BOUNDS DESCRIPTION
 0.278 ACRE TRACT**

Being a 0.278 acre tract of land out of the C. Texada Survey No. 69, Abstract 737, located in C.B. 4332, Bexar County, Texas. Said 0.278 acre tract being more particularly described as follows:

COMMENCING at a found 1/2" iron pin in the west right of way line of Ellison Drive, being the southeast corner of Lot 1, Block 76, Lackland City Subdivision Unit 136 as recorded in Volume 9501, Pages 122-124 of the Bexar County Plat Records.

- THENCE S 00° 04' 47" W, 317.04 feet partially along said west right-of-way line and along an westerly line of a proposed access easement to a point for a corner;
- THENCE N 89° 42' 48" W, 64.43 feet along a northerly line of said access easement to a point on the east line of this tract;
- THENCE N 00° 01' 35" E, 5.00 feet to a set 1/2" iron pin for the northeast corner of this tract and the POINT OF BEGINNING;
- THENCE S 00° 01' 35" W, 110.00 feet to a set 1/2" iron pin at the southeast corner of this tract;
- THENCE N 89° 42' 48" W, 110.00 feet partially along the northerly line of a 28' wide electric easement to a set 1/2" iron pin for the southwest corner of this tract;
- THENCE N 00° 01' 35" E, 103.60 feet along the east line of a 12' wide electric easement to a set 1/2" iron pin at a point of deflection;
- THENCE N 00° 12' 18" E, 6.40 feet continuing along said easement line to a set 1/2" iron pin for the northwest corner of this tract;
- THENCE S 89° 42' 48" E, 109.98 feet leaving said easement to the POINT OF BEGINNING and containing 0.278 acres of land more or less.

Survey completed on November 8, 1993


 Adalberto Camarillo
 Registered Professional
 Land Surveyor No. 3929
 Job #93039
 Page 1 of 1



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EXHIBIT "A"

7

W.F. CASTELLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners

January 12, 1994
Job No. 36338.01

DESCRIPTION OF A 4.064-ACRE PARCEL OF LAND

A 4.064 acre parcel of land out of County Block 5073, being all of Lot 1, Camelot Subdivision Unit 50-A as recorded in Volume 8900, Page 29, Deed and Plat Records of Bexar County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the south right-of-way line of Montgomery Road (60' R.O.W.) at the northeast corner of said Lot 1; said point being the northeast corner of this parcel and the northwest corner of a variable width drain right-of-way in Camelot Townhouse Subdivision Unit 33 as recorded in Volume 7000, Pages 124-125, Deed and Plat Records of Bexar County, Texas;

THENCE in a southerly direction, along the common line between said Lot 1 and said drain right-of-way, the following courses:

S.25°26'48"E., a distance of 38.92 feet to a 1/2" rebar found for an angle point; and

S.17°01'30"W., a distance of 467.86 feet to a 1/2" rebar with Castella & Assoc. cap set at the south corner of said Lot 1 for the south corner of this parcel;

THENCE N.52°00'40"W., along a southwest line of said Lot 1 and a northeast line of a 75-foot wide drain right-of-way in said Camelot Townhouse Unit 33 and in Camelot Subdivision Unit 35 as recorded in Volume 7100, Page 198, Deed and Plat Records of Bexar County, Texas, a distance of 376.62 feet to a 1/2" rebar with Castella & Assoc. cap set for a point of curvature of a curve to the left;

THENCE northwesterly continuing along said southwest line of Lot 1 and along said curve having a radius of 248.00 feet, a central angle of 29°00'00", a tangent length of 64.14 feet and an arc distance of 125.52 feet to a 1/2" rebar with Castella & Assoc. cap set for an angle point;

THENCE N.50°59'23"W., continuing along said southwest line of Lot 1, a distance of 27.98 feet to a 1/2" rebar found on the curvilinear east right-of-way line of New World Drive (R.O.W. varies, 60' minimum) at a radial bearing of N.77°20'38"W., for the southwest corner of Lot 1 and of this parcel;

THENCE northerly, along the said east right-of-way lines of New World Drive, being the west lines of said Lot 1, the following courses:

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EXHIBIT "A"

Page 2

4.064 Acre

Along a curve to the right have a radius of 250.00 feet, a central angle of $02^{\circ}49'24''$, a tangent length of 6.16 feet and an arc distance of 12.32 feet to a 1/2" rebar with Castella & Assoc. cap set for a point of tangency;

N. $15^{\circ}28'51''$ E., a distance of 68.91 feet to a 1/2" rebar found for a point of curvature of a curve to the left;

Along said curve having a radius of 250.00 feet, a central angle of $06^{\circ}29'31''$, a tangent length of 14.18 feet and an arc distance of 28.33 feet to a 1/2" rebar found for a point of tangency;

N. $08^{\circ}59'20''$ E., a distance of 87.44 feet to a 1/2" rebar found for a point of curvature of a curve to the right, being the southwest end of the curve return to the south right-of-way line of said Montgomery Road; and

Along said curve return having a radius of 25.00 feet, a central angle of $84^{\circ}31'50''$, a tangent length of 22.72 feet and an arc distance of 36.88 feet to a 3/4" rebar found on the south right-of-way line of Montgomery Road for a point of tangency;

THENCE S. $86^{\circ}28'50''$ E., along the said south right-of-way line of Montgomery Road, a distance of 486.36 feet to the POINT OF BEGINNING and containing 4.064 acres or 177,039 (± 44) square feet of land, more or less.

The basis of bearing recited herein is based on the Subdivision Plat of Camelot Subdivision Unit 50-A, recorded in Volume 8900, Page 29, Deed and Plat Records of Bexar County, Texas. This description was prepared from a survey made on the ground under my supervision. There is a plat of survey of even date.

W.F. CASTELLA & ASSOCIATES, INC.


Tommie L. Bates, RPLS #4244

YOL 5977 PG 0581

EXHIBIT "A"

BROWN ENGINEERING CO.

8

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N., 9-205
SAN ANTONIO, TEXAS 78202
PHONE (210) 404-0011

L.C.W. CO.
WELL SITE #16
10371 TIPPECANOE DR.
STATE NO. AY-68-35-505

FIELD NOTES
FOR
0.448 ACRES OF LAND

BEING 0.448 acres (19,500 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, County Block 4333, Bexar County, Texas, and out of Block 67, Lackland City Subdivision Unit 180, recorded in Volume 9500, Page 170 of the Deed and Plat Records of Bexar County, Texas, said 0.448 acres of land also being all of Lot 1 and fronting on the north line of Tippecanoe Drive and the east line of Fillmore Drive and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found on the east line of Fillmore Drive, said point being North 00°11'57" West 150.00 feet from the intersection of the north line of Tippecanoe Drive, said point being the northwest corner of said Lot 1, Block 67 and the herein described tract;

THENCE, North 89°48'03" East, along the north line of said Lot 1, Block 67 and the south line of Lot 76, Block 67, Lackland City Subdivision Unit 192 recorded in Volume 9515, Page 100 of the Deed and Plat Records of Bexar County Texas, and Lot 41, Block 67, Lackland City Subdivision Unit 191 recorded in Volume 9512, Page 47 of the Deed and Plat Records of Bexar County, Texas a distance of 130.00 feet to a 1/2-inch iron pin found on the northeast corner of said Lot 1, Block 67 and the herein described tract;

THENCE, South 00°11'57" East, along the east line of said Lot 1, Block 67 and the west line of Lot 2, Block 67, Lackland City Subdivision Unit 180, recorded in Volume 9500, Page 170 of the Deed and Plat Records of Bexar County, Texas, a distance of 150.00 feet to a 1/2-inch iron pin found on the north line of said Tippecanoe Drive, said point being the southeast corner of said Lot 1, Block 67 and the herein described tract;

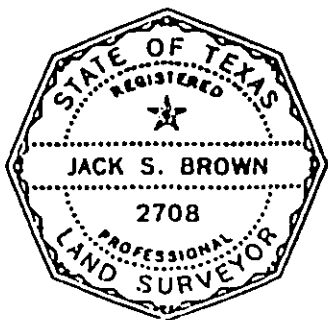
YOL 5977 PG0582

EXHIBIT "A"

Field Notes for 0.448 Acres
Page Two

THENCE, South 89°48'03" West along the north line of said Tippecanoe Drive and the south line of said Lot 1, Block 67, a distance of 130.00 feet to a 1/2-inch iron pin with a plastic cap set on the intersection of the east line of Fillmore Drive, said point being the southwest corner of said Lot 1, Block 67 and the herein described tract;

THENCE, North 00°11'57" West, along the east line of Fillmore Drive a distance of 150.00 feet to the POINT-OF-BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 10, 1993

Job #001-157-00

VOL 5977 PG 0583



POZNECKI • CAMARILLO and ASSOC., INC.
ENGINEERING SURVEYING PLANNING

9

METES AND BOUNDS
DESCRIPTION 0.591 ACRE TRACT

Being a 0.591 acre tract of land out of a 325.647 acre tract of land out of a 927.660 acre tract of land out of the Antonio Fuentes Survey No. 358, Abstract 248, CB 4333 and the William T. Neil Survey No. 62, Abstract 544, CB 5197, Bexar County, Texas. Said 0.591 acre tract of land being the same land described as 0.590 acre tract in a deed recorded in volume 4154, page 553 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows;

Commencing at the point of intersection of the southerly right of way line of Marbach Road with the easterly right-of-way line of Bexar Springs Drive:

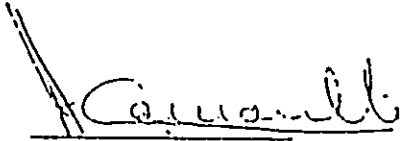
- THENCE N 60° 11' 40" E, 137.96 feet along said southerly right of way line of Marbach Road to a point;
- THENCE N 35° 56' 23" W, 303.78 feet, crossing Marbach Road, into said 325.647 acre tract, and within a 75' wide Valero Gas pipeline easement recorded in Volume 6059, Page 367 of the Deed and Plat Records of Bexar County, Texas, to a 1/2" iron pin found for the southeast corner of this tract and the POINT OF BEGINNING;
- THENCE S 54° 03' 37" W, 128.61 feet, crossing the westerly line of said easement at 2.4 feet, to a 1/2" iron pin set for the southwest corner of this tract;
- THENCE N 35° 56' 23" W, 200.00 feet to an X chiseled in a concrete drive for the northwest corner of this tract;
- THENCE N 54° 03' 37" E, 128.61 feet along what should be the south line of lot 47, block 1 of the Big Country Subdivision Unit 7, recorded in volume 9505, page 146 of the Deed and Plat Records of Bexar County, Texas, again crossing the westerly line of the Valero gas pipeline easement at 126.9 feet, to a 1/2" iron pin, found for the northwest corner of this tract;

Page 1 of 2
Job# 93039-00
December 17, 1993

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THENCE S 35° 56' 23" E, 200.00 feet within said easement, to the POINT OF BEGINNING and containing 0.591 acres of land more or less.

Survey completed on 17 December 1993.



Adalberto Camarillo
Registered Professional
Land Surveyor No. 3929





EXHIBIT "A"

10

W.F. CASTELLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners

November 17, 1993
Job No. 37457.01

PRELIMINARY DESCRIPTION OF A 4.060-ACRE PARCEL OF LAND

A 4.060-acre parcel of land partially out of the J.F.A. Scott Survey No. 323, Abstract No. 676, County Block 5050 and partially out of the Richard Bushel Survey No. 325, Abstract No. 46, County Block 5052, Bexar County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the west right-of-way line of New World Drive (60' R.O.W.) at the northeast corner of Lot 89, Block 16, Camelot Subdivision Unit 46 as recorded in Volume 8000, Pages 218-219, Deed and Plat Records of Bexar County, for the southeast corner of this parcel;

THENCE S.82°35'20"W., along the north line of said Lot 89, a distance of 119.47 feet to a 1/2" rebar with Castella & Assoc. cap set at the northwest corner of said Lot 89, said point being on the east line of Lot 67, Block 16, Camelot Subdivision Unit 47 as recorded in Volume 7900, Page 168, Deed and Plat Records of Bexar County; said point also being the southwest corner of this parcel;

THENCE northerly and northwesterly, along the perimeter of said Block 16, Camelot Unit 47, the following courses:

N.07°22'40"W. a distance of 55.51 feet to a 1/2" rebar with Castella & Assoc. cap set on a curve at a radial bearing of S.83°12'50"W.;

Along said curve to the right having a radius of 807.12 feet, a central angle of 05°45'17" and a tangent length of 40.57 feet, an arc distance of 81.07, feet a chord bearing of N.03°54'32"W., and chord length of 81.03 feet to a 3/4" rebar found for an angle point in the east lines of Lot 66, said Block 16, Camelot Unit 47 and of this parcel;

N.31°21'44"W., along the northeast line of said Block 16, a distance of 468.23 feet to a 1/2" rebar found at the north corner of Lot 50, said Block 16, Camelot Unit 47, said point also being on the southeast right-of-way line of Wendt Way Drive (60' R.O.W.) for the most westerly corner of this parcel;

THENCE N.58°42'10"E., along the southeast right-of-way line of said Wendt Way Drive, a distance of 344.26 feet to a 1/2" rebar found at the point of curvature of the curve return to the southwest right-of-way line of O'Connor Road (86' R.O.W.);

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EXHIBIT "A"

Page 2
4.060-acres

THENCE easterly, along said curve return to the right having a radius of 15.00 feet, a central angle of $62^{\circ}24'05''$ and a tangent length of 9.08 feet, an arc distance of 16.34 feet, a chord bearing of $N.89^{\circ}54'12''E.$, and chord length of 15.54 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of tangency; said point being on the southwest right-of-way line of O'Connor Road;

THENCE $S.58^{\circ}53'45''E.$, along the southwest right-of-way line of said O'Connor Road, a distance of 222.30 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of curvature of the curve return to the west curvilinear right-of-way line of said New World Drive;

THENCE southerly, along said curve return to the right having a radius of 15.00 feet, a central angle of $96^{\circ}26'06''$ and a tangent length of 16.79 feet, an arc distance of 25.25 feet, a chord bearing of $S.10^{\circ}40'42''E.$, and chord length of 22.37 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of reverse curvature;

THENCE in a southerly direction, along said west right-of-way line of New World Drive, the following courses:

Along said curve to the left having a radius of 687.12 feet, a central angle of $44^{\circ}57'01''$ and a tangent length of 284.26 feet, an arc distance of 539.07 feet, a chord bearing of $S.15^{\circ}03'50''W.$, and chord length of 525.35 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of tangency; and

$S.07^{\circ}24'40''E.$ a distance of 55.51 feet to the POINT OF BEGINNING and containing 4.060 acres or 176,838 (± 44) square feet, more or less.

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EXHIBIT "A"
FIELD NOTES
FOR

11

A 2.000 acre tract, or 87,051 square feet of land, out of the Thomas York Survey No. 201½, Abstract No. 825, C.B. 4400, and the B.D.B. & C.R.R. Survey No. 390, Abstract No. 94, C.B. 4393, and being out of a 139.744 acre tract as recorded in Volume 2356, Page 942, and out of a 145.025 acre tract as recorded in Volume 2356, Page 962 of the Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING: At a point for the northeasterly corner of the said 145.025 acre tract and proceeding in a westerly direction along the northerly line of the 145.025 acre tract as follows:

S 80°43'40" W, a distance of 614.83 feet to an angle point:

THENCE: S 80°45'15" W, a distance of 489.15 feet continuing along the said northerly line of the 145.025 acre tract to a nail found in concrete for northeasterly corner and POINT OF BEGINNING of the herein described tract of land:

THENCE: S 09°12'55" E, departing said northerly line, a distance of 295.42 feet to a nail found in concrete, the southeasterly corner of the herein described tract:

THENCE: S 80°47'05" W, a distance of 295.00 feet to a nail set in concrete for the southwesterly corner of the herein described tract of land:

THENCE: N 09°12'55" W, a distance of 295.00 feet to a found ½" iron rod on the northerly line of the said 139.744 acre tract of land, said point being the northwesterly corner of the herein described tract of land:

THENCE: N 80°47'05" E, a distance of 218.50 feet along the said northerly line of the 139.744 acre tract to an angle point at the northeasterly corner of the 139.744 acre tract of land, said point also being the northwesterly corner of the aforementioned 145.025 acre tract, and proceeding along the northerly line of the 145.025 acre tract as follows:

N 79°49'02" E, a distance of 23.07 feet to an angle point:

THENCE: N 80°45'15" E, continuing along the said northerly line of the 145.025 acre tract of land, a distance of 53.44 feet to the POINT OF BEGINNING and containing 2.00 acres of land, more or less.

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EXHIBIT "B"

1. Restrictive covenants of record in Volume 9513, Page 43, Bexar County Deed and Plat Records. (Tract 1) Volume 3891, Page 425; Volume 5224, Page 638; Volume 5224, Page 752; Volume 5763, Page 1030; Volume 5763, Page 1041; and Volume 5763, Page 1023, Bexar County Real Property Records. (Tract 2) Volume 2781, Page 363, Bexar County Real Property Records. (Tract 8) Volume 3517, Page 1779, and Volume 4066, Page 1, Bexar County Real Property Records. (Tract 11)
2. Overhead Electric and Underground Electric and Telephone Easement, 16 feet wide, Electric and Telephone Overhang Easement, 4 feet wide, Drainage Easement, 140 feet wide, Building setback line, 25 feet wide, along Marbach Rd. property line and Private Sanitary Sewer Lateral Easement, 10 feet wide, as shown on plat recorded in Volume 9513, Page 43, Deed and Plat Records of Bexar County, Texas. (Tract 1)
3. Variable Width Drainage Easement, and Sanitary Control Easement, as shown on plat recorded in Volume 9522, Page 48, Deed and Plat Records of Bexar County, Texas. (Tract 2)
4. Terms and provisions of instrument recorded in Volume 5089, Page 1205, Real Property Records of Bexar County, Texas. (Tract 2)
5. Terms and provisions of instrument recorded in Volume 5266, Page 988, Real Property Records of Bexar County, Texas. (Tract 2)
6. Easement to Southwestern Bell Telephone Co., provided by instrument recorded in Volume 4610, Page 1266, Real Property Records of Bexar County, Texas. (Tract 2)
7. Electric Easement to the City of San Antonio, provided by instrument recorded in Volume 4640, Page 334, Real Property Records of Bexar County, Texas, and as shown on plat recorded in Volume 9522, Page 48, Deed and Plat Records of Bexar County, Texas. (Tract 2)
8. Undivided 1/3 of all oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 3891, Page 425, of the Real Property Records of Bexar County, Texas. (Tract 2)
9. All oil, gas and other minerals of every character in and under the herein described property, conveyed by instrument recorded in Volume 2247, Page 287, of the Deed Records of Bexar County, Texas. (Tract 2)
10. Terms and provisions of Industrial Development and Non-Annexation Agreement with the City of San Antonio recorded in Volume 3943, Page 1740, of the Real Property Records of Bexar County, Texas. (Tract 2)

EXHIBIT "B"

11. Terms and provisions of Fire Service Agreement with the City of San Antonio recorded in Volume 3943, Page 1725, of the Real Property Records of Bexar County, Texas. (Tract 2)
12. Texas Pipeline Company Easement, 30 feet wide, provided by instrument recorded in Volume 5979, Page 928, Bexar County Deed Records. (Tract 3)
13. C.P.S.B. Electric Easement, 16 feet wide, provided by instrument recorded in Volume 6700, Page 30, Deed and Plat Records of Bexar County, Texas. (Tract 4)
14. Telephone Easement, 10 feet wide, as shown on plat recorded in Volume 7000, Pages 220 thru 221, Deed and Plat Records of Bexar County, Texas. (Tract 5)
15. Drainage Easement, as shown on plat recorded in Volume 9501, Pages 122 thru 124, Bexar County Deed and Plat Records. (Tract 6)
16. Overhand Easement, measuring 14 feet wide, located along Montgomery Road, and building setback line, 25 feet wide, along Montgomery Road and New World Drive property lines, as shown on plat recorded in Volume 8900, Page 29, Bexar County Deed and Plat Records. (Tract 7)
17. San Antonio River Authority Sanitary Sewer Easement, 16 feet wide, provided by instrument recorded in Volume 6113, Page 896, Bexar County Deed Records. (Tract 7)
18. Electric, Gas, Telephone and Cable TV Easement, 12 feet wide, along the north line of the herein described property, Electric Overhang Easement, 9 feet wide, along east line of the herein described property, and building setback line, 20 feet wide, along south property line, as shown on plat recorded in Volume 9500, Page 170, Bexar County Deed and Plat Records. (Tract 8)
19. Cable TV Easement within dedicated utility easements or rights-of-way recorded in Volume 2326, Page 328, Volume 2416, Page 294 and Volume 2897, Page 993, Bexar County Real Property Records. (Tract 8)
20. Drainage Easement, 5 feet wide, along rear lot line, as provided by instrument recorded in Volume 2781, Page 363, Real Property Records of Bexar County, Texas. (Tract 8)
21. Interceptor Drain Easement, 13.6 feet wide, provided by instrument recorded in Volume 7900, Page 168, Deed and Plat Records of Bexar County, Texas. (Tract 10)

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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 BEXAR
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN FILE
NUMBER SC99282 ON THE DATE AND AT THE TIME SIGNED
HEREBY BY ME AND WAS ONLY RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS ON:

FEB 28 1994



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

Deputy - Catherine Revilla

Doc/Hus : 94-0035017

Doc/Mgmt :
Recording: 43.00
Receipt #: 23819

At 3:55pm

On Feb 24 1994

Filed for Record in:
BEXAR COUNTY, TX
ROBERT D. GREEN/COUNTY CLERK

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**EXHIBIT “C”
LIST OF PROPERTY INFORMATION DOCUMENTS**

Survey

Deed to Bexar Metropolitan Water District (SAWS predecessor in title)

BCAD Details

Exhibit “D”
San Antonio Water System
Discretionary Real Estate Contracts Disclosure
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Note: At a minimum, the Respondent's name should be listed.

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Disclosures in Proposals

Any individual or business entity seeking a discretionary real estate contract with SAWS must disclose any known facts which, reasonably understood, raise a question² as to whether any SAWS official or employee would have a conflict of interest by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a conflicts-of-interest issue; or

Party aware of the following facts:

IF THE RESPONDENT HAS MADE KNOWN FACTS ABOVE, THE RESPONDENT MUST COMPLETE A CONFLICT OF INTEREST QUESTIONNAIRE PURSUANT TO LOCAL GOVERNMENT CODE SECTION 176.006. THE QUESTIONNAIRE MAY BE OBTAINED AT <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

² For purposes of this rule, facts are “reasonably understood” to “raise a question” about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of Board action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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