INVITATION TO OFFERERS SURPLUS PROPERTY FOR SALE 101 Bloomfield Dr. R-12-012-CM

Sealed bids for the purchase of LAND ("SAWS LAND") described below will be received by SAWS Contract Administration, 2800 U.S. Hwy 281 north, Customer Service Building, Suite 171, San Antonio, Texas 78212, until **2:00 PM**, (CT) September 11, 2012 (the "bid deadline").

For questions regarding this solicitation or additional information, please contact Cynthia Medina, Contracting Specialist, in writing via email to: cgmedina@saws.org or by fax to (210) 233-5332 until **4:00 PM (CT)** on **September 4, 2012**. Answers to the questions will be posted to the web site by **4:00 PM (CT)** on **September 6, 2012**, as part of an addendum.

DESCRIPTION:

A tract of land out of the northwest portion of Lot Three (3), Block Thirty (30), New City Block 11573, INSPIRATION HILLS SUBDIVISION, according to a plat of said subdivision recorded in Volume 3377, Page 22, of the Deed and Plat Records of Bexar County, Texas, being the same property conveyed to the City of San Antonio in the instrument dated October 21, 1953 and recorded in Volume 3407, Pages 510-511, Deed Records of Bexar County, Texas.

LOCATION:

The property is located at 101 Bloomfield Drive near the intersection of Bloomfield Drive and Bandera Road. Located on MAPSCO, page 581 grid A6.

Sealed bids are to be submitted on SAWS bid form. The bid form contains the terms and conditions under which the property will be conveyed and prospective bidders should familiarize themselves with the bid form. Such terms and conditions may include reservations of easement rights and water rights to the property. Bid package, property information and forms may be viewed and down loaded from SAWS web site located at WWW.SAWS.ORG, select business center, then select bidder, consultant, and vendor registration, which is located on the left-hand side of the screen. Select the register now button and proceed with registration. For difficulties downloading bid package and property information, contact the contracting department at 210-233-3341, OR a hard copy can be obtained at SAWS' OFFICE OF CONTRACT ADMINISTRATION, 2800 U.S. HWY 281 NORTH, CUSTOMER SERVICE BUILDING, SUITE 171, SAN ANTONIO, TEXAS 78212. Incomplete bid forms may be rejected by SAWS and disqualified for consideration.

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS 101 Bloomfield Dr. SAWS BID SOLICITATION NO. R-12-012-CM

- 1. <u>Sale of SAWS Land.</u> 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 land ("SAWS Land")
- 2. The SAWS Land. The SAWS Land is described as follows:

That tract of land located in Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof.

The SAWS Land may not have public access.

- 3. <u>Bid Information.</u> 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. Interested bidders must:
 - a. furnish the information requested in Section 23 below;
 - b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
 - c. provide the Bid Deposit, as described in Section 8 below; and
 - d. place the Purchase Agreement and the Bid Deposit in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS Land (SAWS BID SOLICITATION NO. R-12-012-CM) AT 101 BLOOMFIELD DR." 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

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

4. 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 4 SHALL SURVIVE CLOSING OR TERMINATION OF THIS PURCHASE 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".

- 5. <u>Bid Due Date.</u> Sealed bids will be received until <u>2:00 P.M. (CT)</u> San Antonio, Texas time on <u>September 11, 2012</u> (the "Bid Deadline") at the address shown in paragraph 3. above.
- 6. <u>Notice of Acceptance.</u> 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.
- 7. <u>Title Exceptions.</u> 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, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, (iv) SAWS reservation of water rights relating to the SAWS Land and (v) the Reserved Easement (hereinafter defined in Section 12 below) (collectively, the "Permitted Exceptions"). SAWS makes no representations about whether the SAWS Land has access to any public right of way. Additionally, the Successful Bidder must obtain any applicable permits for Successful Bidder's use of the SAWS Land and Successful Bidder must assemble the SAWS Land with any adjoining property owned by Successful Bidder and plat such properties, to the extent required by the San Antonio Uniform Development Code, which obligations shall survive Closing (hereinafter defined).
- 8. <u>Bid Deposit.</u> All 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 ten (10) percent of the bid amount. 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 23 within 10 business 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 by SAWS under this Agreement or as provided in Section 11, but shall be applied to the Bid Price (as defined in Section 23 below) at Closing (as defined in Section 13 below), if and only if Closing occurs hereunder.
- 9. Intentionally Deleted
- 10. 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. 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 REPRESENTATIONS AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF 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 (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). SUCCESSFUL **BIDDER EXPRESSLY WARRANTS** 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 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.

11. <u>Inspections and Assessments of SAWS Land.</u> Within thirty (30) calendar days of the date that the notice of acceptance described in Section 6 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 4 of this Agreement, and shall 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 20) 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 20, 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.

- 12. <u>Closing Documents from SAWS.</u> 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 shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. The Deed contains an easement reservation in favor of CPS Energy (the "Reserved Easement") and a water rights reservation in favor of SAWS. SAWS and the Successful Bidder agree to execute any other closing documents that may be reasonably required by the Title Company.
- 13. <u>Closing.</u> The closing date ("Closing") will be on the first business day occurring ten (10) calendar days after expiration of the Inspection Period for conducting any inspections and environmental assessments on the SAWS Land described in Section 11 above, or on such earlier date as SAWS and Successful Bidder shall mutually agree. The Closing will be at the office of the following title company ("Title Company"):

Alamo Title Company 4 Dominion Drive, Bldg 4; Suite 100 San Antonio, Texas 78257 210-698-0924

At Closing, the Successful Bidder shall pay the Bid Price (as defined in Section 23), as reduced by the Bid Deposit previously paid to SAWS, in cash or immediate good funds equivalent.

- 14. <u>Title Policy.</u> 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.
- 15. <u>Proration.</u> Real property taxes for the current year, interest, maintenance fees, assessments and dues will be prorated through the Closing date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. Taxes for future years will be the obligation of the Successful Bidder. If this transfer 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. Obligations imposed by this Section 15 shall survive Closing.

- 16. <u>Broker's Commissions.</u> The Successful Bidder represents and warrants that no broker 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 resulting from this transaction. The Successful Bidder's obligation to indemnify under this Section 16 shall survive Closing.
- 17. <u>Closing Costs.</u> Any escrow fee charged by 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 any documents delivered to it or them at Closing. All other closing costs are as set forth in this Purchase Agreement.

18. Intentionally Deleted

- 19. <u>Default.</u> 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 and retain the Bid Deposit, (ii) waive any unmet requirements and proceed to Closing, (iii) enforce specific performance of this Purchase Agreement, or (iv) 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, and so long as the Successful Bidder is not also in default, the Bid Deposit shall be returned by SAWS to the Successful Bidder.
- 20. <u>Property Information.</u> SAWS has obtained information on the SAWS Land, set forth in more detail in Exhibit "D" attached hereto (the "Property Information Documents"), which will be made available to all prospective Bidders at <u>WWW.SAWS.ORG</u>. 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.

States or such or over	nsmittin mail, ce n other a rnight d ission v	g by fax machine to the numertified or registered, properly addresses as the respective palelivery to such address, and s	reunder by or to the Successful Bidder shall be given aber shown below, placing the notice in the United stamped and addressed to the address shown below rty may direct in writing to the other, or by personal such notice shall be deemed delivered upon such fax acing in the mail, or upon such personal or overnight	
	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 23 below.	
	Land	•	e right to reject any and all offers to purchase the ent shall require SAWS to accept any offer or to	
23.	3. <u>Bid Information.</u>			
	a. SURPLUS PROPERTY: SAWS BID SOLICITATION NO. R-12-012-CM 101 Bloomfield Dr., San Antonio, Texas 78228			
	b. Name: Addres	BIDDER:		
	Phone:	1		
	Fax Nı			
	c.	BID PRICE: \$	(the "Bid Price")	

24. Disclaimers.

- a. <u>Notice Regarding Title.</u> 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 Purchase 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. <u>Annexation Disclosures.</u> 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. <u>Utility District.</u> Successful Bidder agrees that if the SAWS Land 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. <u>Notice of Water and Sewer Service.</u> The SAWS Land is located in the water service area of the San Antonio Water System, which is the utility service provider authorized by law to provide water service to the SAWS Land, and the San Antonio Water System is the sewer service provider. 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 San Antonio Water System 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. <u>Property Condition Disclosure.</u> 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.

- 25. <u>Entire Agreement.</u> 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.
- 26. <u>Governing Law.</u> This Purchase Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.
- 27. <u>Binding Effect.</u> By signing below, the bidder agrees that if SAWS accepts the Bid Price, bidder will purchase the SAWS Land 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.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the party submitting this bid has caused this Purchase Agreement for 101 Bloomfield Dr. 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, 2012.
BIDDER*:		
	Name:	
	Title:	<u> </u>
BIDDER*:		
BIBBER 1	Name: _	
*If there is more than one his		iddan must sian
*If there is more than one bic		-
	ACKNO	WLEDGEMENTS
STATE OF TEXAS COUNTY OF	§ §	
has executed the same for the purpose stated.	es and cons	bscribed to the foregoing instrument and that such person ideration therein expressed and in the capacity therein of person day of
[Seal]		Notary Public, State of Texas
STATE OF TEXAS COUNTYOF	§ §	
known by me to be the person whose	name is su	on this day personally appeared
GIVEN UNDER MY HAND AND S	EAL OF O	OFFICE this day of, 2012.
[Seal]		Notary Public, State of Texas
		•

Bid accepted by SAV	VS this day of	, 2012
	SAN ANTONIO WATER SYSTEM:	
	By:Printed Name:	<u>—</u>

Exhibits:

Exhibit "A" - Description of SAWS Land

Exhibit "B" - Release and Indemnity Agreement

Exhibit "C" - Form of Deed Without Warranty

Exhibit "D" - List of Property Information Documents

RECEIPT OF PURCHASE AGREEMENT AND INSTRUCTIONS

Receipt of the foregoing Purchase	Agreement and Instructions	is hereby acknowledged.
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Alamo Title Company
By:
Printed Name:
Title:

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

A tract of land out of the northwest portion of Lot Three (3), Block Thirty (30), New City Block 11573, INSPIRATION HILLS SUBDIVISION, according to a plat of said subdivision recorded in Volume 3377, Page 22, of the Deed and Plat Records of Bexar County, Texas; being the same property conveyed to the City of San Antonio in the instrument dated October 21, 1953 and recorded in Volume 3407, Pages 510-511, Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the most westerly corner of Lot 3, thence north and along and with the northwest boundary line of Lot 3 and the southeast boundary line of an acre denoted "Drain and Utilities", 67.16 feet to a point for the beginning point and most westerly corner of this tract;

THENCE southeast and along and with a line parallel to the southwest boundary line of Eastview Drive, 50 feet to a point for the most southerly corner of this tract;

THENCE northeast and along and with a line parallel to the northwest boundary line of Lot 3, 70 feet, more or less, to a point in the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3;

THENCE northwest along and with the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3 a distance of 30 feet to the point-of-curve of a curve to the left; thence along and with a curve to the left having a radius of 20 feet and an interior angle of 90 degrees, a distance of 31.42 feet to the point-of-tangency with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities";

THENCE along and with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities" a distance of 50 feet to the point of beginning.

EXHIBIT "B"

RELEASE AND INDEMNITY AGREEMENT

In consideration for receiving permission from the San Antonio Water System ("SAWS") to enter upon the real property located in Bexar, 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:
<u>Attachments</u>	
Exhibit "A" – Description of SAWS land	

EXHIBIT A

TO RELEASE AND INDEMNITY AGREEMENT

Property Description

A tract of land out of the northwest portion of Lot Three (3), Block Thirty (30), New City Block 11573, INSPIRATION HILLS SUBDIVISION, according to a plat of said subdivision recorded in Volume 3377, Page 22, of the Deed and Plat Records of Bexar County, Texas; being the same property conveyed to the City of San Antonio in the instrument dated October 21, 1953 and recorded in Volume 3407, Pages 510-511, Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the most westerly corner of Lot 3, thence north and along and with the northwest boundary line of Lot 3 and the southeast boundary line of an acre denoted "Drain and Utilities", 67.16 feet to a point for the beginning point and most westerly corner of this tract;

THENCE southeast and along and with a line parallel to the southwest boundary line of Eastview Drive, 50 feet to a point for the most southerly corner of this tract;

THENCE northeast and along and with a line parallel to the northwest boundary line of Lot 3, 70 feet, more or less, to a point in the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3;

THENCE northwest along and with the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3 a distance of 30 feet to the point-of-curve of a curve to the left; thence along and with a curve to the left having a radius of 20 feet and an interior angle of 90 degrees, a distance of 31.42 feet to the point-of-tangency with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities";

THENCE along and with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities" a distance of 50 feet to the point of beginning.

EXHIBIT "C"

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	§ 8
COUNTY OF BEXAR	§ §
Effective Date:	
Grantor: City of San Antonic	o, 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:

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

<u>Property (including any improvements):</u> A tract of land in Bexar County, Texas being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas. The Property may not have access to a public right of way.

Reservations from Conveyance: Grantor reserves from this conveyance:

(i) 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 all existing electrical and gas lines and related appurtenances located on the Property, together with (i) the right of ingress and egress over the Property for the purpose of inspecting, patrolling, constructing, reconstructing, maintaining, removing and replacing said electrical and gas lines and related appurtenances, (ii) the right to remove from said lands 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.

- (ii) Notwithstanding the foregoing, no water rights are being transferred or conveyed with the PROPERTY. 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, all groundwater and groundwater estate, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in, under, or that may be produced from the Property. Without limiting the foregoing, Grantor also further reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System, its successors and assigns, the following personal property rights and incorporeal hereditaments associated with the Property and such groundwater reservation:
 - (1) Applications, licenses, allotments and permits, including Edwards Aquifer Authority ("EAA") Permits;
 - (2) Rights associated with the ownership of wells, if any, drilled for the production of groundwater;
 - (3) Any past historical production or use, and projected future historical production or use, and all rights and benefits accruing from historical production or use, including but not limited to all historical rights associated with any EAA groundwater permits associated with the Property; and
 - (4) Declarations of historical use now or hereafter existing.

Grantor and Grantee acknowledge and agree that Grantor's reserved groundwater rights expressly include any and all groundwater rights which, in the future, are transferable to diversion points off the Property regardless of the nature of or the basis for these groundwater rights, and regardless of the classification of such groundwater rights, including any subsequent perfection of the groundwater rights by the Grantee's successors, heirs or assigns. Notwithstanding the foregoing, Grantor shall additionally be deemed to retain (i) the maximum interest in the groundwater estate allowed by law, and (ii) a right of reverter to the groundwater estate.

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.

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 (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). 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.

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

This conveyance is being made subject to ad valorem taxes for the year 2011 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 THROUGH SYSTEM:				
		By: Printed Name: Title:	:			
STATE OF TEXAS	§ §					
COUNTY OF						
This instrument by,	was acknowledged b					, 2012
[Seal]		 Notary	y Public	c. State o	of Texas	

EXHIBIT A

TO FORM OF DEED WITHOUT WARRANTY

Property Description

A tract of land out of the northwest portion of Lot Three (3), Block Thirty (30), New City Block 11573, INSPIRATION HILLS SUBDIVISION, according to a plat of said subdivision recorded in Volume 3377, Page 22, of the Deed and Plat Records of Bexar County, Texas; being the same property conveyed to the City of San Antonio in the instrument dated October 21, 1953 and recorded in Volume 3407, Pages 510-511, Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the most westerly corner of Lot 3, thence north and along and with the northwest boundary line of Lot 3 and the southeast boundary line of an acre denoted "Drain and Utilities", 67.16 feet to a point for the beginning point and most westerly corner of this tract;

THENCE southeast and along and with a line parallel to the southwest boundary line of Eastview Drive, 50 feet to a point for the most southerly corner of this tract;

THENCE northeast and along and with a line parallel to the northwest boundary line of Lot 3, 70 feet, more or less, to a point in the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3;

THENCE northwest along and with the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3 a distance of 30 feet to the point-of-curve of a curve to the left; thence along and with a curve to the left having a radius of 20 feet and an interior angle of 90 degrees, a distance of 31.42 feet to the point-of-tangency with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities":

THENCE along and with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities" a distance of 50 feet to the point of beginning.

EXHIBIT "D"

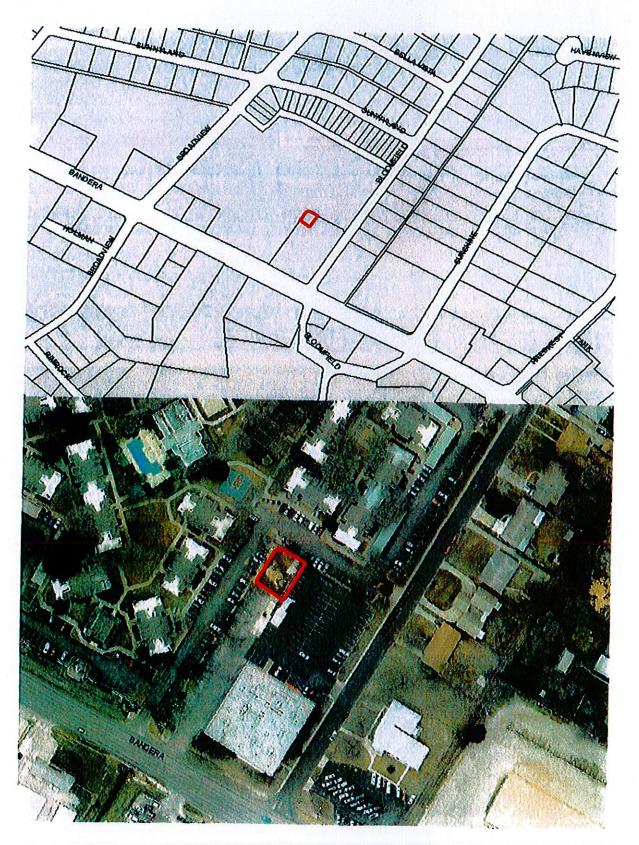
LIST OF PROPERTY INFORMATION DOCUMENTS

AERIAL PHOTO

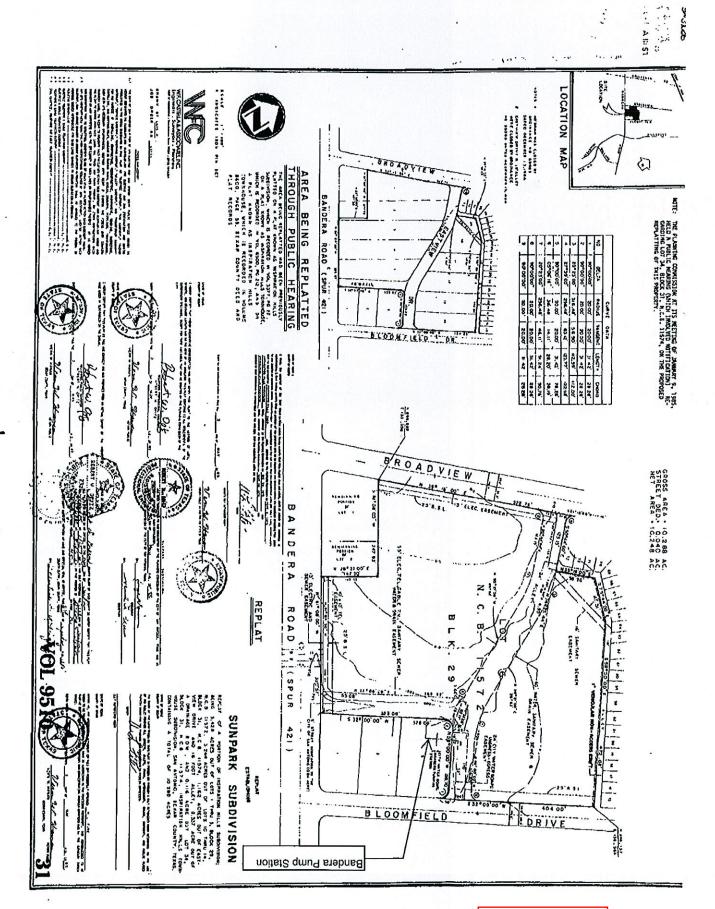
PLAT

GENERAL WARRANTY DEED DATED OCTOBER 21, 1953

TITLE COMMITMENT ISSUED BY ALAMO TITLE COMPANY EFFECTIVE June 18, 2012 (GF No. 4002000250)



101 Bloomfield - Bandera Pump Station



Attachment II Bandera Road Pump Station

\$33,194 E79:fp

869984

THE STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, W.L. FITE and G.C. THORNE, each owning and occupying other property us our respective homosteads, of the City of San Antonio, County of Baxer, in the State aforesaid, for and in consideration

WATER WORKS BOARD OF TRUSTEES, of said City of San Antonio, and derived by said Board from the operation of the system of vater works of the said City, have CRANTED, SOLD and CONVEYED, and by these presents do DRAFT, SELL and CONVEY unto the said CITY OF SAN ANTONIO, subject to the use and control of the said Board of Trustees, as such, and their successors in office, appointed under the deed of trust executed by the said City of San Antonio, the said Water Works Board of Trustees and the St. Louis Union Trust Company, dated May 1st, 1925, and recorded in Volume 626, Pages 594-613, Deed of Trust Records of said Bexar County, Texas, and subject to the terms and provisions of said deed of trust, the following lots or porcels of land, to-wit, situated within Bexar County, Texas:

A tract of land out of the northwest portion of Lot Three (3), Block Thirty (30), New City Block 11573, IMSPIRATION HILLS SUBDIVICION, according to a plat of said subdivision recorded in Volume 3377, Page 22, of the Deed and Plat Records of Bexar County, Texas; the herein described tract being more particularly described by metes and bounds as follows:

BECINNING at the most westerly corner of Lot 3, thence north and along and with the northwest boundary line of Lot 3 and the southeast boundary line of an area denoted "Drain and Utilities", 67.16 feet to a point for the beginning point and most westerly corner of this tract;

THENCE southeast and along and with a line parallel to the southwest boundary line of Eastview Drive, 50 feet to a point for the most southerly corner of this tract;

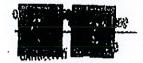
THEMCE northeast and along and with a line parallel to the northwest boundary line of Lot 3, 70 (cet, more or less, to a point in the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3;

THENCE northwest along and with the southwest boundary line of Eastwiev Drive and the northeast boundary line of Lot 3 a distance of 30 feet to the point-of-curve of a curve to the left; thence along and with a curve to the left having a radius of 20 feet and an interior angle of 90 degrees, a distance of 31.42 feet to the point-of-tengency with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Willties";

THENCE slong and with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities" a distance of 50 feet to the point of beginning.

TO HAVE AND TO HOLD the above described premisss, together with all and cingular the rights and appurtenances thereto in any wise belonging, unto the said CITY OF SAN ANTONIO, its successors or assigns forever. And we do hereby bind curselves, our heirs, executors, administrators and assigns to varrant and forever defend all and singular the said premises unto the said CITY OF SAN ANTONIO, its successors or assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

EXECUTED THIS THE 2let day of October



THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared W.L. Fite and G.C. Thorne, 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 compideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 2.314 day of October, A.D. 1953.

> otary Public, in and for B PAUL W. CHANDLER, J

Notory Public, Boxer County,

RNC/dc

869986

33621

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

WHEREAS, by deed dated February 6, 1952, recorded in Volume 3137, page 66, of the Deed Records of Bexar County, Texas, Sam H. Schmefer did convey to Arnulfo O, Vega and wife, Trinidad B. Vega, certain property described as follows:

COMMITMENT FOR TITLE INSURANCE

Issued by Alamo Title Insurance



Authorized Officer

Alamo Title Insurance Attention: Claims Department P.O. Box 45023 Jacksonville, FL 32232-5023

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

We (ALAMO TITLE INSURANCE) 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 INSURANCE

By:

President

Attest

Secretary

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.
- 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.

Alamo Title Insurance Commitment For Title Insurance - T-7 Form 1177-15A (Rev. 11/01/09

Valid only if Schedules A, B and C are attached

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

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.

El seguro de título le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerio cuidadosamente y entendario completamente antes de la fecha para finalizar su transaccion.

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.

Alamo Title Insurance Commitment For Title Insurance - T-7 Form 1177-15A

Valid only if Schedules A, B and C are attached

Order No. 4002000250

You can get a copy of the poli-	by form approved by the Texas Department of Insurance by calling the Title
Insurance Company at	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 or 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.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: June 18, 2012

GF. No. 4002000250

Commitment No.: Not Applicable issued: June 28, 2012

(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

4. Legal description of land:

See Exhibit A Attached

Alamo Title Insurance

Form T-7: Commitment for Title Insurance (Rev. 02/01/10)

Schedule A, Page 1

Exhibit A

A parcel of land out of Lot 3, Block 30, New City Block 11573, INSPIRATION HILLS SUBDIVISION, according to plat recorded in Volume 3377, Page(s) 22, Deed and Plat Records, Bexar County, Texas, being more particularly described in Exhibit "A-1" attached hereto and made a part hereof.

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.

Exhibit A-1

A tract of land out of the northwest portion of Lot Three (3), Block Thirty. (30), New City Block 11573, INSPIRATION HILLS SUBDIVISION, according to a plat of said subdivision recorded in Volume 3377, Page 22, of the Deed and Plat Records of Bexar County, Texas; the herein described tract being more particularly described by metes and bounds as follows:

BEGINNING at the most westerly corner of Lot 3, thence north and along and with the northwest boundary line of Lot 3 and the southeast boundary line of an area denoted "Drain and Utilities", 67.16 feet to a point for the beginning point and most westerly corner of this tract;

THENCE southeast and along and with a line parallel to the southwest boundary line of Eastview Drive, 50 feet to a point for the most southerly corner of this tract;

THENCE northeast and along and with a line parallel to the northwest boundary line of Lot 3, 70 feet, more or less, to a point in the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3;

THENCE northwest along and with the southwest boundary line of Eastview Drive and the northeast boundary line of Lot 3 a distance of 30 feet to the point-of-curve of a curve to the left; thence along and with a curve to the left having a radius of 20 feet and an interior angle of 90 degrees, a distance of 31.42 feet to the point-of-tangency with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities";

THENCE along and with the northwest boundary line of Lot 3 and the southeast boundary line of the area denoted "Drain and Utilities" a distance of 50 feet to the point of beginning.

COMMITMENT FOR TITLE INSURANCE

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:

 The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume 3395, Page 166, Volume 3399, Page 481 and Volume 3951, Page 92, Deed Records of Bexar County, Texas.

- Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- 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,
 - to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - 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 2012, 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 2012, 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.)

Alamo Title Insurance Form T-7: Commitment for Title Insurance (Rev. 02/01/10) Continuation of Schedule B Order No. 4002000250

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. Terms and provisions of Declaration for Inspiration Hills Homes Association, recorded in Volume 3399, Page 481, Deed Records of Bexar County, Texas, including lien for maintenance, which lien is subordinate to the lien of any first mortgage.
 - b. Rights of Parties in Possession (Owner Policy Only)
 - c. Visible and apparent easements over and across subject property. (Owner Policy Only)
 - d. 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.

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:

- Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 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 October 21, 1953 at Volume 3407, Page 510 of the Deed Records of BEXAR County, Texas, wherein the grantee acquired subject property.
- 6. Company requires that assessments and/or current maintenance charges due pursuant to Inspiration Hills Homes Association, if any, be paid in full.
- 7. Conveyance by City of San Antonio.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. 4002000250

Effective Date: March 27, 2011

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:

 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

DIRECTORS

OFFICERS

Kevin Donald Lutes Roger Scott Jewkes Raymond Randall Quirk

Anthony John Park

President Executive Vice President

Erika Melnhardt Raymond Randall Quirk Daniel Kennedy Murphy Michael L. Gravelle Treasurer Secretary

Raymond Randall Quirk Alan Lynn Stinson

John Arthur Wunderlich Anthony John Park

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

DIRECTORS:

OFFICERS:

Raymond Randall Quirk

Edward J. Hall

President

Anthony John Park

Raymond Randall Quirk

Chief Executive Officer Executive Vice President

Anthony John Park
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:

Amount

To Whom

For Services

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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

Alamo Title Insurance Commitment For Title Insurance - T-7 Form 1177-15A (Rev. 02/01/2010)

Valid only if Schedules A, B and C are attached

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."

I request deletion of the Arbitration provision.	
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.

<u>Disclosure to Affiliated Companies</u> - 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.

<u>Disclosure to Nonaffiliated Third Parties</u> - 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, <u>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.</u>

For your protection, <u>all requests made under this section must be in writing and must include your notarized signature to establish your identity</u>. 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.

Privacy Policy Notice 05/01/08

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queia:

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:

1-800-654-7041

1-800-654-7041

You may also write to Alamo Title Insurance at:

Usted tambien puede escribir a Alamo Title Insurance:

Attention: Claims Department P.O. Box 45023 Jacksonville, FL 32232-5023 Attention: Claims Department P.O. Box 45023 Jacksonville, FL 32232-5023

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 Departmento de Seguros de Texas:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

E-mail: 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.

Alamo Title Insurance Commitment For Title Insurance - T-7 Form 1177-15A (Rev. 11/01/09)

Valid only if Schedules A, B and C are attached