

SOLICITATION NO: R-12-019-CM

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

1503 Edison Drive

Sealed Bid Due On: December 18, 2012 @ 2:00 PM (CT)

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
1503 Edison Drive
R-12-019-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) December 18, 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 (CST) on December 10, 2012**. Answers to the questions will be posted to the web site by **4:00 PM (CST) on December 12, 2012**, as part of an addendum.

DESCRIPTION:

A parcel of land being part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, LOS ANGELES HEIGHTS ADDITION, in the City of San Antonio, BEXAR County, Texas, according to the map or plat thereof recorded in Volume 105, Page(s) 284-286 of the Deed Records of BEXAR County, Texas.

LOCATION:

The property is located at 1503 Edison Drive near the intersection of Edison Drive and IH-10. Located on MAPSCO, page 582 grid B6.

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 downloaded from saws website 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 Cynthia Medina at 210-233-3406, 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.**

1503 EDISON DRIVE
BIDDER'S CHECKLIST

When returning a completed and executed Purchase Agreement and Bidding Instructions (“Agreement”), the following instructions must be complied with as indicated below:

- Deliver to SAWS in the bid package:
 - 1) The Agreement (pages 1-11) with page 9 of the Agreement signed before a Notary Public. Also complete the information required on page 6 Section 23 of the Agreement.
 - 2) Exhibit B signed -- All other Exhibits do not need to be returned to SAWS in the bid package.
 - 3) Bid Deposit in the form of a cashier's check made payable to San Antonio Water System.
 - a. The bid package will consist of items 1, 2, and 3 listed above, which should be enclosed in a sealed envelope, labeled “Bid for Purchase of SAWS Land (Solicitation No. R-12-019-CM, 1503 Edison Drive).
 - 4) Deliver the bid package to the SAWS address set forth on page 1, Section 3, Item d. of the Agreement on or before the Bid Due Date (2:00 p.m. on Tuesday, December 18, 2012) as set forth in Section 6 of the Agreement.

If you have any questions or concerns, contact SAWS Contracting Department at 210-233-3406

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
1503 Edison Drive
SAWS BID SOLICITATION NO. R-12-019-CM

1. Sale of SAWS Land. 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" and "A-1" attached hereto and made a part hereof.

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. 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-12-019-CM) AT 1503 EDISON DRIVE" 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. Bid Due Date. Sealed bids will be received until **2:00 P.M. (CT)** San Antonio, Texas time on **December 18, 2012** (the "Bid Deadline") at the address shown in paragraph 3. above.

6. Notice of Acceptance. 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. Title Exceptions. The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, (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. Bid Deposit. 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 AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. SUCCESSFUL BIDDER HAS AGREED TO DISCLAIM RELIANCE ON SAWS AND TO ACCEPT THE SAWS LAND "AS-IS" WITH FULL AWARENESS THAT THE SAWS LAND'S PRIOR USES OR OTHER MATTER COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND SUCCESSFUL BIDDER CONFIRMS THAT SUCCESSFUL BIDDER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. SUCCESSFUL BIDDER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY SUCCESSFUL BIDDER OTHERWISE MIGHT HAVE. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.

11. Inspections and Assessments of SAWS Land. 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. Closing Documents from SAWS. SAWS will convey the SAWS Land to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as Exhibit "C". The Deed 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. Closing. 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. Title Policy. Without extending the date for Closing, Successful Bidder may obtain, at its expense, a standard TLTA owner's policy for title insurance for the SAWS Land, in a policy amount equal the Bid Price, subject to all standard exceptions to title, to be issued by Title Company within a reasonable period of time following Closing. Successful Bidder is responsible for all costs for the title policy and any additional endorsements or modifications to such title policy.

15. Proration. The SAWS Land 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 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. Broker's Commissions. If and only if the sale from SAWS to Successful Bidder closes pursuant to this Agreement, SAWS will pay at Closing a four percent (4.0%) brokerage fee or commission on the cash amount of the Bid Price (the "Commission") to the real estate agent representing the Successful Bidder for the SAWS Land. As a condition to SAWS' obligation to pay the Commission, Successful Bidder must identify Bidder's Broker in Section 23 below and attach to this Agreement upon submittal of the bid a copy of a written brokerage agreement by and between Bidder's Broker and Successful Bidder indicating Bidder's Broker's exclusive representation of Successful Bidder. The Successful Bidder represents and warrants that no broker other than Bidder's Broker as identified in Section 23 represents Successful Bidder and Successful Bidder hereby agrees to defend, indemnify and hold harmless SAWS and COSA for any claims for a brokerage fee or commission, other than the Commission under the terms and conditions set forth hereinabove, resulting from this transaction. The Successful Bidder's obligation to indemnify under this Section 16 shall survive Closing.

17. Closing Costs. 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. 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 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. Property Information. 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 WWW.SAWS.ORG. In addition, a hard copy may be obtained at:

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

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

et seq., and SAWS recommends that the Successful Bidder conduct its own environmental assessment of the SAWS Land. Further, SAWS does not represent or warrant that the Property Information Documents constitute all of the documents in SAWS possession related to the SAWS Land.

21. Notices. Any notices to be given hereunder by or to the Successful Bidder shall be given by transmitting by fax machine to the number shown below, placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, or by personal or overnight delivery to such address, and such notice shall be deemed delivered upon such fax transmission with proof of transmission, placing in the mail, or upon such personal or overnight delivery:

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

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

b. Bidder As set out in Section 23 below.

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

23. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. R-12-019-CM
1503 Edison, San Antonio, Bexar County, Texas

b. BIDDER:
Name: _____
Address: _____

Phone: _____
Fax Number: _____

c. BID PRICE: \$ _____ (the "Bid Price")
d. BIDDER'S BROKER (if any): _____
License No: _____

24. Disclaimers.

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

b. Notice Regarding Possible Liability for Additional Taxes (Texas Property Code-Section 5.010). If for the current ad valorem tax year the taxable value of the SAWS Land that is the subject of this 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. Annexation Disclosures. If the SAWS Land that is the subject of this Contract is located outside the limits of a municipality, the SAWS Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the SAWS Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the SAWS Land for further information.

d. Utility District. Successful Bidder agrees that if the SAWS Land is situated in any utility district, 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 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. Property Condition Disclosure. The Successful Bidder agrees and acknowledges that any dwelling or residential building, if any, located on the SAWS Land has a value less than five percent (5%) of the overall value of the SAWS Land and therefore SAWS' is not required to submit any property condition disclosure pursuant to Texas Property Code Sec. 5.008. Additionally, the Successful Bidder agrees and

acknowledges that the SAWS Land is not "residential real property" subject to any federally mandated lead paint disclosures.

25. 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.

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

27. Binding Effect. 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 1503 Edison Drive 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: _____

BIDDER*: _____
Name: _____
Title: _____

*If there is more than one bidder, each bidder must sign.

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 _____, 2012.

[Seal]

Notary Public, State of Texas

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 _____, 2012.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 2012

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: _____
Title: _____

Exhibits:

- Exhibit "A", "A-1" - 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 on this _____ day of _____, 2012.

Alamo Title Company

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

A parcel of land being part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, LOS ANGELES HEIGHTS ADDITION, in the City of San Antonio, BEXAR County, Texas, according to the map or plat thereof recorded in Volume 105, Page(s) 284-286 of the Deed and Plat Records of BEXAR County, Texas; being the same property described in the vesting deed recorded in Volume 1783, Pages 318-319, in the Deed Records of Bexar county, Texas, and further described in the attached Exhibit "A-1".

Exhibit "A-1"

Being a part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, Los Angeles Heights in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the existing Northeast corner of said Lot 11, said corner also being the point of intersection of the West line of Santa Paula Avenue with the South line of the alley in said Block;

THENCE SOUTH $0^{\circ}07'00''$ West a distance of 51.00 feet with the East line of Lot 11 and the West line of Santa Paula Avenue to a point for a corner on the Southwest right of way line of the proposed location of Interstate Highway 16;

THENCE NORTH $47^{\circ}58'13''$ West a distance of 69.88 feet with said Southwest right of way line, across Lot 11 and the East 2.00 feet of Lot 12, to a point for a corner on the division line between the West 48.00 feet and the East 2.00 feet of Lot 12;

THENCE NORTH $0^{\circ}07'00''$ East a distance of 4.47 feet with said division line between the West 48.00 feet and the East 2.00 feet of Lot 12 to a point for a corner on the North line of Lot 12 and the South line of the alley;

THENCE SOUTH $89^{\circ}43'00''$ East a distance of 52.00 feet with the North line of Lots 12 and 11 and the South line of the alley to the place of **BEGINNING**, and containing an area of 0.033 acres of land, more or less.

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: _____

Attachments

Exhibits "A" and "A-1" – Description of SAWS land

EXHIBIT A

TO RELEASE AND INDEMNITY AGREEMENT

Property Description

A parcel of land being part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, LOS ANGELES HEIGHTS ADDITION, in the City of San Antonio, BEXAR County, Texas, according to the map or plat thereof recorded in Volume 105, Page(s) 284-286 of the Deed and Plat Records of BEXAR County, Texas; being the same property described in the vesting deed recorded in Volume 1783, Pages 318-319, in the Deed Records of Bexar county, Texas, and further described in the attached Exhibit "A-1".

Exhibit "A-1"

Being a part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, Los Angeles Heights in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the existing Northeast corner of said Lot 11, said corner also being the point of intersection of the West line of Santa Paula Avenue with the South line of the alley in said Block;

THENCE SOUTH $0^{\circ}07'00''$ West a distance of 51.00 feet with the East line of Lot 11 and the West line of Santa Paula Avenue to a point for a corner on the Southwest right of way line of the proposed location of Interstate Highway 16;

THENCE NORTH $47^{\circ}58'13''$ West a distance of 69.88 feet with said Southwest right of way line, across Lot 11 and the East 2.00 feet of Lot 12, to a point for a corner on the division line between the West 48.00 feet and the East 2.00 feet of Lot 12;

THENCE NORTH $0^{\circ}07'00''$ East a distance of 4.47 feet with said division line between the West 48.00 feet and the East 2.00 feet of Lot 12 to a point for a corner on the North line of Lot 12 and the South line of the alley;

THENCE SOUTH $89^{\circ}43'00''$ East a distance of 52.00 feet with the North line of Lots 12 and 11 and the South line of the alley to the place of **BEGINNING**, and containing an area of 0.033 acres of land, more or less.

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 §
 §
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): A tract of land in San Antonio, 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 2012 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 _____, 2012 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 _____, 2012
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

After recording, return to:

EXHIBIT A

TO FORM OF DEED WITHOUT WARRANTY

Property Description

A parcel of land being part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, LOS ANGELES HEIGHTS ADDITION, in the City of San Antonio, BEXAR County, Texas, according to the map or plat thereof recorded in Volume 105, Page(s) 284-286 of the Deed and Plat Records of BEXAR County, Texas; being the same property described in the vesting deed recorded in Volume 1783, Pages 318-319, in the Deed Records of Bexar county, Texas, and further described in the attached Exhibit "A-1".

Exhibit "A-1"

Being a part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, Los Angeles Heights in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the existing Northeast corner of said Lot 11, said corner also being the point of intersection of the West line of Santa Paula Avenue with the South line of the alley in said Block;

THENCE SOUTH $0^{\circ}07'00''$ West a distance of 51.00 feet with the East line of Lot 11 and the West line of Santa Paula Avenue to a point for a corner on the Southwest right of way line of the proposed location of Interstate Highway 16;

THENCE NORTH $47^{\circ}58'13''$ West a distance of 69.88 feet with said Southwest right of way line, across Lot 11 and the East 2.00 feet of Lot 12, to a point for a corner on the division line between the West 48.00 feet and the East 2.00 feet of Lot 12;

THENCE NORTH $0^{\circ}07'00''$ East a distance of 4.47 feet with said division line between the West 48.00 feet and the East 2.00 feet of Lot 12 to a point for a corner on the North line of Lot 12 and the South line of the alley;

THENCE SOUTH $89^{\circ}43'00''$ East a distance of 52.00 feet with the North line of Lots 12 and 11 and the South line of the alley to the place of BEGINNING, and containing an area of 0.033 acres of land, more or less.

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

Alamo Title Insurance Title Commitment, effective date August 16, 2012

State of Texas Plugging Report

State of Texas Well Plugging Permit

Vesting Deed, recorded in Volume 1783, Pages 318-319, Deed Records of Bexar County, Texas

Photo of property

COMMITMENT FOR TITLE INSURANCE

Issued by **Alamo Title Insurance**



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

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

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

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

ALAMO TITLE INSURANCE

By:

President

Attest

Secretary

Authorized Officer or Agent



CONDITIONS AND STIPULATIONS

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

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **August 16, 2012**

GF. No. 4002001758

Commitment No.: Not Applicable issued: **September 10, 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

Exhibit A

A parcel of land being part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, LOS ANGELES HEIGHTS ADDITION, in the City of San Antonio, BEXAR County, Texas, according to the map or plat thereof recorded in Volume 105, Page(s) 284-286, of the Deed and Plat Records of BEXAR County, Texas, said parcel 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"

Being a part of Lot 11 and a part of the East 2.00 feet of Lot 12, Block 76, New City Block 7092, Los Angeles Heights in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the existing Northeast corner of said Lot 11, said corner also being the point of intersection of the West line of Santa Paula Avenue with the South line of the alley in said Block;

THENCE SOUTH $0^{\circ}07'00''$ West a distance of 51.00 feet with the East line of Lot 11 and the West line of Santa Paula Avenue to a point for a corner on the Southwest right of way line of the proposed location of Interstate Highway 16;

THENCE NORTH $47^{\circ}58'13''$ West a distance of 69.88 feet with said Southwest right of way line, across Lot 11 and the East 2.00 feet of Lot 12, to a point for a corner on the division line between the West 48.00 feet and the East 2.00 feet of Lot 12;

THENCE NORTH $0^{\circ}07'00''$ East a distance of 4.47 feet with said division line between the West 48.00 feet and the East 2.00 feet of Lot 12 to a point for a corner on the North line of Lot 12 and the South line of the alley;

THENCE SOUTH $89^{\circ}43'00''$ East a distance of 52.00 feet with the North line of Lots 12 and 11 and the South line of the alley to the place of **BEGINNING**, and containing an area of 0.033 acres of land, more or less.

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:

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

Volume 736, Page 144 and in Volume 1641, Page 47, Deed Records, Bexar County, Texas.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **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.)
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. **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.
 - b. **Those liens created at closing, if any, pursuant to Lender's instructions.**
 - c. **Rights of tenants, as tenants only, under unrecorded leases or rental agreements. (Owner Policy Only)**
 - d. **Visible and apparent easements over and across subject property. (Owner Policy Only)**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**
6. **The company will require a resolution from the City Council of the City of San Antonio authorizing current transaction.**
7. **The following note is for informational purposes only:**

The following deed(s) affecting said Land were recorded within twenty-four (24) months of the date of this report:

None found of record.
8. **The last Deed found of record affecting the Land was recorded September 24, 1940 at Volume 1783, Page 318 of the Deed Records of BEXAR County, Texas, wherein the grantee acquired subject property.**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. **4002001758**

Effective Date: **August 16, 2012**

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

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

Officers

Raymond Randall Quirk	President
Anthony John Park	Executive Vice President
Michael Louis Gravelle	Secretary
Daniel Kennedy Murphy	Treasurer

Directors

Raymond Randall Quirk
Anthony John Park
George Patrick Scanlon
Kevin Donald Lutes
Erika Meinhardt
John Arthur Wunderlich
Roger Scott Jewkes

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

2. The following disclosures are made by the Title Insurance Agent Issuing this Commitment: **Alamo Title Company**

a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Alamo Title Holding Company owns 100% of Alamo Title Company

b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc., which owns 100% of Chicago Title and Trust Company, which owns 100% of Alamo Title Holding Company, which owns 100% of Alamo Title Insurance

c. The following persons are officers and directors of the Title Insurance Agent: **Alamo Title Company**

DIRECTORS:

Raymond Randall Quirk
Anthony John Park

OFFICERS:

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

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

You are further advised that the estimated title premium⁷ is:

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

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

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

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

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

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
--	---

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at _____ 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.

Fidelity National Financial, Inc.

Privacy Statement

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

Personal Information Collected

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

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

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

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

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

Disclosure of Personal Information

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

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

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

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

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

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

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

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

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

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

Confidentiality and Security of Personal Information

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

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

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

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

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

Changes to this Privacy Statement

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-442-4303

You may also write to Alamo Title Insurance at:

**2001 Bryan Street, Suite 1700
Dallas, Texas 75201**

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

1-800-252-3439

You may write to the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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.

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-800-442-4303

Usted tambien puede escribir a Alamo Title Insurance:

**2001 Bryan Street, Suite 1700
Dallas, Texas 75201**

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne 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).

UNA ESTE AVISO A SU POLIZA:

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

Signature:

Registered Plug Installer **Jon L. Hayden**

Apprentice Signature:

Apprentice Registration **57987**
Number:

Plugging Method **Graveled up Open Hole from 1,077 ' to 545 ' with 1.25 " washed Gravel. Cemented up**
Comments: **by Schlumberger with 525 Sks Class H with 8%D20 & 2% S-1.**

Please include the plugging report's tracking number (Tracking #60977) on your written request.

Texas Department of Licensing & Regulation

P.O. Box 12157

Austin, TX 78711

(512) 463-7880



Water Well Permit

Information required by City Ordinance 34-567 & 34-568
 Permit must be displayed on job site during work and at time of inspection.
 24-hour notice prior to casing and cementing is required.

Permit: **8685**

Geological Formation: **Edwards Limestone**

Owner: **KIRK M NIXON**

Mailing Address:

Phone:

Fax:

Mobile:

E-mail: **Kirk.Nixon@saws.org**

Contractor: **PEERLESS EQUIPMENT, LTD**

License Number:

Mailing Address: **5400-1 New Hwy. 90 W. San Antonio TX 78227**

Phone: **(210)434-7867**

Fax: **(210)434-7227**

Mobile:

E-mail:

Well Location: **01503 EDISON DR**

Permit to:

Drill

Repair

Deepen

Plug

Water Use: **NA**

In consideration for this permit, the established fee must be paid at the time of the permit application.

\$384 (Drilling)

\$320 (Plugging, Deepening, Repair)

Other

In accepting this permit, the applicant hereby agrees to comply with all City of San Antonio Codes regulating the drilling, maintenance and closure of wells, including but not limited to those confined in DIVISION 2, ARTICLE VI, Chapter 34 of said code. Violation of these regulations will subject the permit holder to civil and/or criminal sanctions.

Amanda Melendez 12/21/09

 Date

Ray V. Garcia 12/21/09

 Applicant Signature Date

Issued By

Water Well Permits are issued by
 SAWS Resource Protection & Compliance Groundwater Division
 Phone: 210.233.3477 • Fax: 210.233.4287

San Antonio Water System • 2800 U.S. Hwy 281 North • San Antonio, TX 78212
 210.704.SAWS • www.saws.org

EDWARDS AQUIFER AUTHORITY

Counties of
Atascosa, Bexar, Caldwell, Comal, Hays,
Guadalupe, Medina, and Uvalde

STATE OF TEXAS

WELL PLUGGING PERMIT

Permit No. C103-318
(1503 Edison Drive, AY 68-36-306)

THIS CERTIFIES THAT: PERMITTEE: San Antonio Water System
Philip Cook
2800 U.S. Hwy 281 North
San Antonio, TX 78212-3106
(210) 704-7381

LICENSED CONTRACTOR: Peerless Equipment, Inc.
Frank Morgan
P.O. Box 27337
San Antonio, TX 78227-0337
(210) 434-7867

The Permittee has applied for a permit to plug a well designed for the withdrawal of groundwater from the Edwards Aquifer or designed for withdrawal of groundwater from another aquifer that transects the Edwards Aquifer. The Edwards Aquifer Authority (the Authority) has APPROVED the application as follows:

- 1.0 **Type of Permit:** Well plugging
- 2.0 **Permit Term:** This Permit expires on **March 17, 2010**.
 - 2.1 A well plugged pursuant to a well plugging permit must be completed within 90 days of the issuance of the permit.
- 3.0 **Purpose of Use:** The well will be plugged.
- 4.0 **Exempt Well Status:** None
- 5.0 **Well Plugging Authorization:** The Permittee commits to plugging the well pursuant to the terms and conditions in this Permit. **However, this permit does not exempt the Permittee from having to meet standards and requirements from other groundwater conservation districts or other regulatory agencies.**

6.0 Well Plugging Specifications and Requirements: The Permittee has submitted the following information with the Application for Well Plugging Permit:

- 6.1 Total Well Depth: 1,077 feet
- 6.2 Depth of Casing: 538 feet
- 6.3 Type of Casing: Steel (No perforations required due to the historic cement records (Driller Log from SAWS dated 1940) indicating the annular space is sealed from land surface to 538' with 500 sacks grout by the Halliburton process)
- 6.4 Inside Diameter of Casing: 15.3 inches
- 6.5 Type of Grout for Well Plugging: Gravel from 1,077' to 548' (10 feet below the well casing) and Cement from 548' to land surface
- 6.6 Grouting Method: Positive Displacement Interior via a Tremie pipe
- 6.7 Grouting Depth: from 548 feet to the land surface
- 6.8 Well Type: Edwards Aquifer - Artesian
- 6.9 Stone Aggregate or Sand Fill: The Permittee will place sanitized sand or stone aggregate in the open borehole from the bottom of the borehole (approximately 1,077 feet) to within 10 feet below the bottom of the casing or to the top of the water level (approximately 548 feet), whichever is deeper. The Permittee commits to placing a cement plug at the top of the sand or stone aggregate (approximately 548 feet). The Permittee commits to grouting the entire well from the top of the plug (approximately 548 feet) to the land surface.
- 6.10 Geophysical Well Logs (natural gamma and caliper logs) on File: Received on December 17, 2009
- 6.11 Any Other Well Logs: None

7.0 Annular Space: The Permittee has provided the following information showing the annular space is properly sealed or has provided the following information on the plugging method for properly sealing the annular space and casing:

7.1 7.1 The Permittee will remove all removable casing, as practical. The Permittee is required to remove the top 5 feet of the casing at the land surface.

7.2 The Permittee will not be required to perforate due to the historic cement records (Driller Log from SAWS dated 1940) indicating the annular space is sealed from land surface to 538' with 500 sacks grout by the Halliburton process.

8.0 Location of the Well: The well plugging permit is only for the location listed below:

8.1 Address and Legal Description: 1503 Edison Drive, AY 68-36-306, San Antonio, 78201; Bexar CAD 2009 PID No. 387210 Legal Description: NCB 7092 BLK 76 LOT 11 E 2 FT OF 12, Geographic ID: 07092-076-0110, Bexar Co., TX

8.2 Latitude and Longitude (in degrees, minutes, seconds using NAD 83 coordinate system): N. 29° 28' 30.67" and W. 98° 31' 07.94"

9.0 Variance: None

10.0 Notification: The Authority must be notified two business days (48 hours) prior to the commencement of the well plugging operation.

11.0 Reporting Requirements:

11.1 The applicant will provide copies of the State of Texas Plugging Report within 30 days upon completion of the well plugging operation to the Edwards Aquifer Authority.

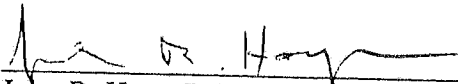
11.2 The applicant will submit geophysical well logs (natural gamma and caliper logs) of the well to the Authority during the application process.

12.0 Terms and Conditions:

The well under this Plugging Permit is subject to the terms and conditions contained in Attachment A (Terms and Conditions for Well Plugging Permits) is attached hereto and incorporated herein as a part of this permit for all purposes. **A copy of this permit must be available at the well site for the duration of the plugging operation.**

NOW, THEREFORE, THIS WELL CONSTRUCTION PERMIT IS ISSUED pursuant to §§ 1.08(a), 1.11(b), and 1.15(b), of the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350; as amended, EDWARDS AQUIFER AUTHORITY RULES ("AUTHORITY RULES") Chapter 707 (relating to Procedure Before the Authority), Chapter 711 (relating to Groundwater Withdrawals), Chapter 713 (relating to Water Quality), all other applicable laws, and the Permittee is authorized to plug the well only in accordance with this Permit.

DATED, EXECUTED AND EFFECTIVE THIS 17th day of December 2009, at San Antonio, Bexar County, Texas by the General Manager of the Edwards Aquifer Authority.



John R. Hoyt, P.G.
Assistant General Manager – Aquifer Management
Edwards Aquifer Authority

No. 220399.
Jose Montes.

Warranty Deed.

Ramon Montes.

THE STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That I, JOSE MONTES, of the County of Bexar, State of Texas for and in consideration of the sum of TEN (\$10.00) DOLLARS to me in hand paid by my son, RAMON MONTES, and the further consideration of the love and affection that I have towards my said son, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said RAMON MONTES of the County of Bexar, State of Texas, all these certain parcels or tracts of land known and designated as lots numbers 5 and 6, in block number 6, now city block number 3163, within the corporate limits of the City of San Antonio, Bexar County, Texas. This property was inherited by me from my father, FRANCISCO MONTES. TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said RAMON MONTES, his heirs and assigns, forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said RAMON MONTES, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand at San Antonio, Texas, this the 15th day of August, A. D. 1940.

Jose Montes.

STATE OF TEXAS
COUNTY OF BEXAR.

Before me, the undersigned authority, on this day personally appeared JOSE MONTES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the 15th day of August, A.D. 1940.

P. J. Montalbo Notary Public in and for Bexar County, Texas.

Seal.

Filed for record September 7, 1940 at 11:23 A. M.
Albert G. Trawalter, County Clerk, Bexar County, Texas.
By J. Mountjoy, Deputy. recorded September 24, 1940 at 10:28 A. M.
Albert G. Trawalter, County Clerk, Bexar County, Texas. By *Florence Johnson* Deputy.

No. 220400.
G. L. WOOD, et ux.

Warranty Deed.

City of San Antonio.

STATE OF TEXAS
COUNTY OF BEXAR

Know all men by these presents, That we, G.L. WOOD and SARAH WOOD, wife of said G. L. WOOD, of the City of New Braunfels, County of Comal, in the State aforesaid, for and in consideration of FIVE HUNDRED DOLLARS (\$500.00), to us in hand paid by WATER WORKS BOARD OF TRUSTEES, of the said City of San Antonio, and derived by said Board from the operation of the system of water works of said City, have granted, sold and conveyed, and by these presents do grant, 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 1, 1925, and recorded in Vol. 826, pp. 594-613, Deed of Trust Records of said Bexar County, and subject to the terms and provisions of said deed of trust, the following lots or parcels of land, to-wit: Lots Numbered Eleven (11), Twelve (12) and Thirteen (13), in Block Numbered Seventy-six (76), in LOS ANGELES HEIGHTS ADDITION; situated within the corporate limits of the City of San Antonio, Bexar County, Texas. To have and to hold the above described premises, together with all and singular 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 ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said CITY OF SAN ANTONIO, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the

Exhibit D

same, or any part thereof. EXECUTED this 6th day of September, 1940.
 55¢ U.S. rev. stamps, cancelled.

G. L. Wood.
 Sarah Wood.

STATE OF TEXAS
 COUNTY OF COMAL

Before me, the undersigned authority, on this day personally appeared G. L. WOOD and wife, SARAH WOOD, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said SARAH WOOD, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said SARAH WOOD, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this 6th day of September, 1940.

Seal.

Otto Rohde, Clerk County Court, Comal
 County, Texas.

Filed for record September 7, 1940 at 11:34 A. M.
 Albert G. Trawalter, County Clerk, Bexar County, Texas.
 By J. Mountjoy, Deputy. recorded September 24, 1940 at 10:58 A. M.
 Albert G. Trawalter, County Clerk, Bexar County, Texas. By *Benno Scheel* Deputy.

No. 220423.

Est. Jose Perez, Dec'd.

Affidavit. of Heirship.

Augustin Perez et al.

STATE OF TEXAS
 COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared AUGUSTIN PEREZ, known to me to be a credible person, who being by me duly sworn upon oath deposes and says: That Jose Perez and Jesusa Almaraz Perez were husband and wife; that the said Jesusa Almaraz Perez was married but once and then to Jose Perez; that of said marriage the following children were born: Augustin Perez who died in infancy; Augustin Perez the affiant herein; Juliana Perez who died at the age of 9 months; Margarita Klein wife of Gus Klein Frances Perez a feme sole; Pomposa Perez who died at the age of 1 year; Joe Perez; and Jesus Perez who died at the age of 2 months. That the said Jesusa Almaraz Perez is dead having died without leaving a will; her death having occurred on January 18th, 1906; that other than the above named living heirs and her husband Jose Perez the said Jesusa Almaraz Perez left no other child or children nor the descendants of any deceased child or children. That during the year 1918 the said Jose Perez married Augustina Flores Perez; that of said marriage no children were born. That the said Jose Perez is dead, having died on February 28th, 1928, without leaving a will; that all debts incurred during his last illness have been paid; affiant further states that Jose Perez left as his sole and surviving heirs the following named persons: Augustina Flores Perez his wife, Augustin Perez, Margarita Klein wife of Gus Klein Frances Perez a feme sole and Joe Perez. That other than the above named heirs the said Jose Perez left no other child or children, nor the descendants of any deceased child or children

Augustin Perez.

Subscribed and sworn to before me, this the 5th day of September, 1940.

Seal.

Michael R. Peché, Notary Public, Bexar County
 Texas.

STATE OF TEXAS
 COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Augustin Perez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this the 5th day of September, 1940.

Seal.

Michael R. Reche, Notary Public, Bexar County
 Texas.

Filed for record September 7, 1940 at 11:50 A. M.
 Albert G. Trawalter, County Clerk, Bexar County, Texas.
 By Benno Scheel, Deputy,, recorded September 24, 1940 at 11:30 A. M.



STOP



© 2012 Google

Google earth

© 2012 Google