

SOLICITATION NO: R-13-024-MR
RELEASE DATE: February 4, 2013

**Surplus Real Estate 3185 Cenizo
Invitation To Offerers & Checklist**

Site Visit: None Scheduled

Deadline: March 06, 2013 @ 2:00 PM Central Time

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
3185 Cenizo Drive
R-13-024-MR**

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, (CST) March 6, 2013** (the “bid deadline”).

For questions regarding this solicitation or additional property information, please contact Patricia Gutierrez, Corporate Real Estate, in writing via email to: Patricia.Gutierrez@saws.org or by fax to (210) 233-4538 until **4:00 PM (CST) on February 25, 2013**. Answers to the questions will be posted to the web site by **5:00 PM (CST) each Friday until bid opening on March 6, 2013**, as part of supplemental information.

DESCRIPTION:

A parcel of land being 0.6767 acre tract out of Lot 23, Block 2, CB 4167, BLUE BONNET RIDGE ESTATES SUBDIVISION, Unit 3, in the City of San Antonio, Bexar County, Texas, as shown on plat recorded in Volume 9510, Pages 70-76, of the Deed and Plat Records of Bexar County, Texas, and in Volume 6435, Pages 1303-1304, of the Deed Records of Bexar County, Texas, known as the “Water Well Site Tract”.

LOCATION:

The property is located in the southwest quadrant of San Antonio close to the intersection of I.H. 37 and Mathis Rd. Located on MAPSCO, page 752 grid A7.

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, property information, or viewing answers to questions, contact Marc Ripley at 210-233-3136, 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.**

3185 CENIZO
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 in 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.**
- 4) **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 - 3185 Cenizo”.**
- 5) **Deliver the bid package to the SAWS address set forth in Section 3 of the Agreement on or before the Bid Due Date (2:00 p.m. on **Wednesday, March 6, 2013**) as set forth in Section 5 of the Agreement.**

If you have any questions or concerns, contact Marc Ripley in the SAWS Contracting Department at 210-233-3136

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
3185 Cenizo Drive
SAWS BID SOLICITATION NO. R-13-024-MR

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" 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-13-023-MR) AT 3185 CENIZO 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 **March 6, 2013** (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, and is otherwise and in all respects responsible for any platting requirements concerning the SAWS Land, 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-13-023-MR
3185 Cenizo Drive, 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 3185 Cenizo 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 _____, 2013.

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 _____, 2013.

[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 _____, 2013.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this _____ day of March, 2013

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: _____
Title: _____

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 on this _____ day of _____, 2013.

Alamo Title Company

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

A parcel of land being 0.6767 acre tract out of Lot 23, Block 2, CB 4167, BLUE BONNET RIDGE ESTATES SUBDIVISION, Unit 3, in the City of San Antonio, Bexar County, Texas, as shown on plat recorded in Volume 9510, Pages 70-76, of the Deed and Plat Records of Bexar County, Texas, being the same property conveyed in the Warranty Deed recorded in Volume 6435, Pages 1303-1304, of the Deed Records of Bexar County, Texas, known as the "Water Well Site Tract".

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

Exhibit "A" – Description of SAWS land

EXHIBIT A

TO RELEASE AND INDEMNITY AGREEMENT

Property Description

A parcel of land being 0.6767 acre tract out of Lot 23, Block 2, CB 4167, BLUE BONNET RIDGE ESTATES SUBDIVISION, Unit 3, in the City of San Antonio, Bexar County, Texas, as shown on plat recorded in Volume 9510, Pages 70-76, of the Deed and Plat Records of Bexar County, Texas, being the same property conveyed in the Warranty Deed recorded in Volume 6435, Pages 1303-1304, of the Deed Records of Bexar County, Texas, known as the "Water Well Site Tract".

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 2013 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 _____, 2013 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 _____, 2013
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 0.6767 acre tract out of Lot 23, Block 2, CB 4167, BLUE BONNET RIDGE ESTATES SUBDIVISION, Unit 3, in the City of San Antonio, Bexar County, Texas, as shown on plat recorded in Volume 9510, Pages 70-76, of the Deed and Plat Records of Bexar County, Texas, being the same property conveyed in the Warranty Deed recorded in Volume 6435, Pages 1303-1304, of the Deed Records of Bexar County, Texas, known as the "Water Well Site Tract".

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

Deed, Water Deed and Transfer of Real Property Interests (TCEQ transfer of BCWD to COSA (SAWS)), recorded in Volume 15414, Page 1147, Official Public Records of Bexar County, Texas

Warranty Deed (Windy's Water Works, Inc. to Bexar Metropolitan Water District), recorded in Volume 6435, Pages 1303-1304, Deed Records of Bexar County, Texas

Deed recorded in Volume 9510, Pages 70-76 of the Deed and Plat Records of Bexar County, Texas

BCAD Map Image – Property ID 160590

Utility Locaters Report – CPS Energy

Deed, Water Deed and Transfer of Real Property Interests

(TCEQ transfer of BCWD to COSA (SAWS)),

recorded in Volume 15414, Page 1147,

Official Public Records of Bexar County, Texas

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

DEED, WATER DEED AND TRANSFER OF REAL PROPERTY INTERESTS

KNOW ALL BY THESE PRESENTS that the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, an agency of the State of Texas, acting pursuant to Section 50(c), Chapter 306, Acts of the 49th Texas Legislature, Regular Session, 1945, set forth in Article 4, Section 4.01 of Senate Bill 341, 2011 Regular Session, enacted into law on or about June 19, 2011 (the "Legislation") concerning the **BEXAR METROPOLITAN WATER DISTRICT**, a governmental agency, municipal corporation, political subdivision of the State of Texas and water district created by a special act of the Texas Legislature pursuant to Article XVI, Section 50 of the Texas Constitution (together, for purposes herein, with all interests held by its Board of Trustees, "BexarMet"), has, in connection with the dissolution of the Bexar Metropolitan Water District Board of Trustees, TRANSFERRED, GRANTED, and CONVEYED, and by these presents does hereby TRANSFER, GRANT, and CONVEY unto the **CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION, FOR THE USE, BENEFIT AND CONTROL OF ITS SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES** as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992 ("Grantee"), all of the following real property and water rights interests (being collectively, the "Property"):

A. Land: All real property, including all improvements thereon, owned in fee-simple, fee-simple determinable or similar estate by BexarMet and located in Bexar, Medina or Atascosa Counties, or any other county in the State of Texas (all of the foregoing being collectively the "Land"), together with all BexarMet's right, title and interest in and to (i) all water rights and claims of water rights of any nature related to the Land, (ii) all oil, gas and other minerals in and under and that may be produced from said Land, and (iii) all appurtenances including, but not limited to, reversionary rights or rights of reverter related to said Land, strips between the Land and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to or benefitting the Land.

B. Water Rights: All water rights, permits to withdraw groundwater, leases of water rights or permits to withdraw groundwater, and permits for the use, withdrawal, diversion or detention of surface water, owned or held by BexarMet (all of the foregoing being collectively the "Water Rights"), together with all BexarMet's right, title and interest in and to (i) all successor rights of or relating to the Water Rights, (ii) all real or personal property rights appurtenant to the Water Rights, and (iii) all historical rights, claims, permits, easements, and licenses relating to the Water Rights.

C. Easements: All easements and rights of way owned by, held by or for the use and benefit of BexarMet, whether by express grant, plat, implication or prescription, and located in Bexar, Medina or Atascosa Counties, or any other county in the State of Texas, together with all improvements, facilities, pipelines and other infrastructure owned by BexarMet and located on,

across or under any of the foregoing, together with all rights and appurtenances thereto.

E. Miscellaneous: All right, title and interest of BexarMet in and to all leases, licenses, and any other rights to real property, as well as and including all rights derived by adverse possession or time periods of adverse possession of any real property interest by BexarMet.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever.

This instrument is being executed pursuant to the requirements of the Legislation and to put third parties on notice that the real property interests of BexarMet are under the ownership, benefit, use and control of the Grantee, and this instrument shall not constitute an assignment or other transfer that would require consent by any third party or terminate or otherwise prejudice any interest to any of the Property under any agreement applicable to the Property.

All of the rights and privileges, of every kind and nature, previously enjoyed by the former BexarMet, and related in any way to the Property, shall immediately inure to the benefit of Grantee so that Grantee can effectively own, control, manage and operate that system. The Property is initially being held by Grantee related to the District Special Project, as defined in City of San Antonio City Council Ordinance No. 2011-10-20-0845, and as allowed by Section 52 (c) the Legislation.

This instrument shall be effective as of, and relate back to, the Texas Commission on Environmental Quality's Order dated March 1, 2012 for TCEQ Docket No. 2012-0421-MLM, In the Matter of the Transfer of Bexar Metropolitan Water District to the San Antonio Water System in Bexar, Medina and Atascosa Counties, Texas.

Signature and acknowledgement on following page

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY,
an agency of the State of Texas:

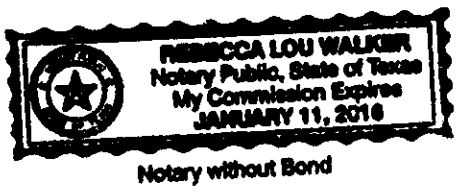
By: [Signature]
Printed Name: Mark Vickery
Title: Executive Director

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 23rd day of March, 2012, by Mark Vickery, Executive Director of the Texas Commission on Environmental Quality, an agency of the State of Texas, on behalf of said agency.

[Seal]

[Signature]
Notary Public, State of Texas



After recording, return to:
San Antonio Water System
Attn: Mark Brewton, Corporate Counsel
P.O. Box 2449
San Antonio, Texas 78298-2449

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

Doc# 20120055877 Fees: \$24.00
03/27/2012 10:18AM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

MAR 27 2012

[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

Warranty Deed
(Windy's Water Works, Inc. to Bexar Metropolitan Water District),
recorded in Volume 6435, Pages 1303-1304,
Deed Records of Bexar County, Texas

ATTACHMENT II

WARRANTY DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

§

§

95- 0079721

THAT, WINDY'S WATER WORKS, INC., acting herein by and through its authorized corporate office (hereinafter called Grantor, whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations to Grantor in hand paid by BEXAR METROPOLITAN WATER DISTRICT (hereinafter called Grantee, whether one or more), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, whose mailing address is as hereinafter set forth, the following described real estate, together with all improvements thereon, situated in BEXAR County, Texas, being more particularly described as follows, to-wit:

A 0.6767 acre tract out of Lot 23, Block 2, CB 4167, Bluebonnet Ridge Estates Subdivision, Unit 3, Bexar County, Texas, as shown on Plat recorded in Volume 9510, Page 70-76, Deed and Plat Records of Bexar County, Texas, known as the "Water Well Site Tract."

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, Grantee's heirs, successors or assigns forever. And Grantor does hereby bind Grantor, Grantor's heirs, successors or assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee herein, Grantee's heirs, successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to any and all restrictions, easements, setback lines, covenants, conditions and reservations (BUT NOT ENCUMBRANCES) of record affecting the property herein conveyed.

EXECUTED ON

June 1st, 1995

WINDY'S WATER WORKS, INC.

By:

Delmar E. Windhorst

DELMAR E. WINDHORST, President

(ACKNOWLEDGEMENT)

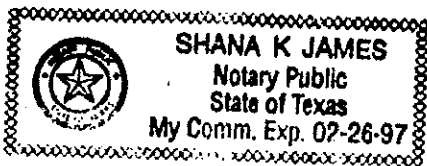
STATE OF TEXAS

§

COUNTY OF BEXAR

§

This instrument was ACKNOWLEDGED before me, on this the 15th day of June, 1995, by DELMAR E. WINDHORST, President of WINDY'S WATER WORKS, INC., a Texas Corporation, and in the capacity herein stated on behalf of said corporation.



Shana K James
NOTARY PUBLIC, STATE OF TEXAS

GRANTEE'S MAILING ADDRESS:
AFTER RECORDING RETURN TO
GRANTEE AT:
Bexar Metropolitan Water District
P. O. Box 3577
San Antonio, Texas 78211-0577

PREPARED IN THE LAW OFFICE OF:
WEST & WEST ATTORNEYS
8000 Vantage, Suite 2000, Building A
San Antonio, Texas 78230

c:\wp51\closings\may\bexar.met\windys\bexar1.ded
(Tract II - GF# -3)

Y01B435 Pg 1303

RECORDER'S MEMORANDUM

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

Any provision herein which purports to create, amend, or modify the described real property burden of record is invalid and unenforceable under Federal Law.

STATE OF TEXAS COUNTY OF BEXAR
I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUN 05 1995



Gregg R. Belliff

COUNTY CLERK
BEXAR COUNTY, TEXAS

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

On Jun 02 1995

At 3:10pm

Receipt #: 136719
Recording #: 3.00
Doc/Right #: 6.00
Doc/Num : 95-0079721

Deputy - Betty Sepulveda

VOL 14 35 PG 1304

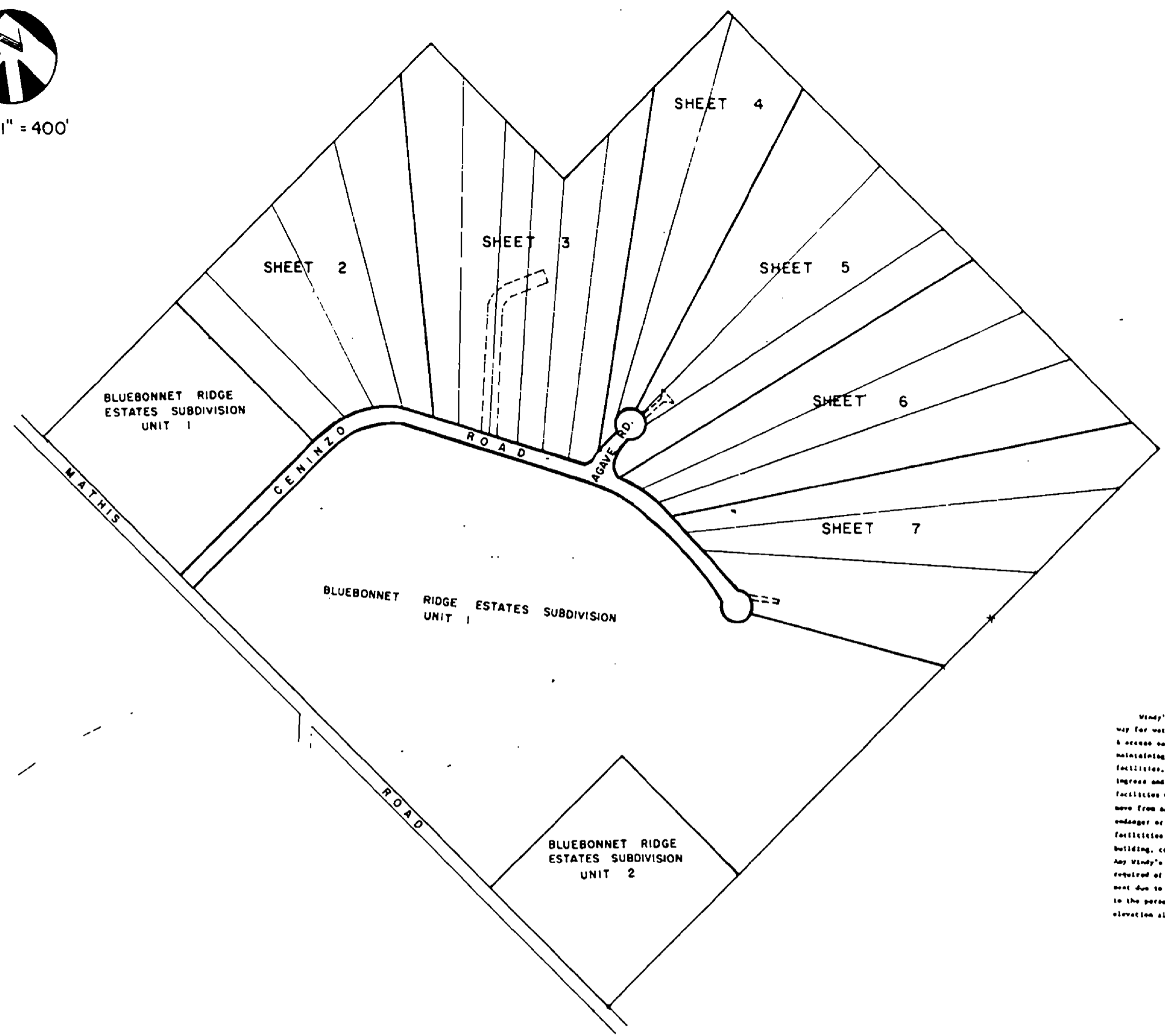
Deed
recorded in Volume 9510, Pages 70-76
of the Deed and Plat Records
of Bexar County, Texas

ARMANDO A. ARANDA INC.
SURVEYING
434 S. MAIN, SUITE L-102, 226-9271
SAN ANTONIO, TEXAS

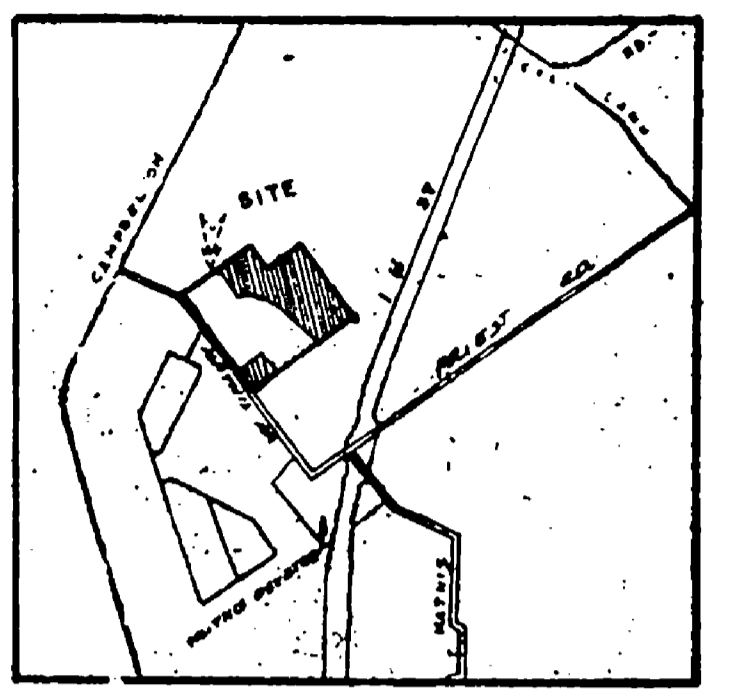
921527
FILED IN THE
COUNTY CLERK'S
OFFICE
1985 JUL 17 A 9:30



SCALE: 1" = 400'



SHEET 1 OF 7



LOCATION MAP
(SCALE: 1" = 6000')

The City of San Antonio as a part of its Electric and Gas System (City Public Service Board) is hereby dedicated the Easements and Right-of-Way for Electric and Gas Distribution and Service Facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhead Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, repairing, inspecting, patrolling, and burying wires, cables, conduits, pipelines, poles, hanging or burying wires, and erecting or transformers, each with its necessary appurtenances together with the right to relocate said facilities within adjacent land the right to ingress and egress over Grantors said Easement and right-of-way areas and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto. It is agreed and understood that no buildings, concrete slabs, or walls will be placed within said Easement areas. Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

Windy's Water Works, Inc., is hereby dedicating the easement and right-of-way for water utility facilities in the areas designated on this plat as "water & access easement" for the purpose of installing, constructing, reconstructing, maintaining, repairing, inspecting, patrolling, and burying water distribution facilities, each with its necessary appurtenances, together with the right of ingress and egress over Grantor's adjacent land, the right to relocate said facilities within said easement and right-of-way areas, and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said water distribution facilities or appurtenances thereto. It is agreed and understood that no building, concrete slabs, or walls will be placed within said easement areas. Any Windy's Water Works, Inc., monetary loss resulting from modifications required of Windy's Water Works, Inc., equipment located within said easement due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations.

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT.

ON THIS THE 13 DAY OF July, 1985

ATTESTED

COUNTY JUDGE, BEXAR COUNTY, TEXAS

COUNTY CLERK, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON THE GROUND
Armando A. Aranda
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31st DAY OF December
A D 1984
[Signature]
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
Richard D. Green COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 17 DAY OF July, A D 1985 AT 7:10 P. M. AND DULY RECORDED THE 10 DAY OF July OF SAID COUNTY, IN BOOK VOLUME 9510 ON PAGE 70
IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE
THIS 18 DAY OF July, A D 1985

COUNTY CLERK, BEXAR COUNTY, TEXAS
By [Signature] DEPUTY

INDEX TO SHEETS

SUBDIVISION PLAT OF
BLUEBONNET RIDGE ESTATES
SUBDIVISION, UNIT 3

BEING LOTS 5-25, BLOCK 2, LYING IN COUNTY BLOCK 4100 and 4107, BEXAR COUNTY, TEXAS, FORMERLY BEING A 105.8653 ACRE TRACT OUT OF TRACT 20 OF THE BLUEBONNET ESTATE, BEXAR COUNTY, TEXAS.

THIS PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION DATED THIS 9th DAY OF June, A D 1985

BY [Signature] CHAIRMAN
BY [Signature] SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY

[Signature]
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____ A D 19 _____

[Signature]
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

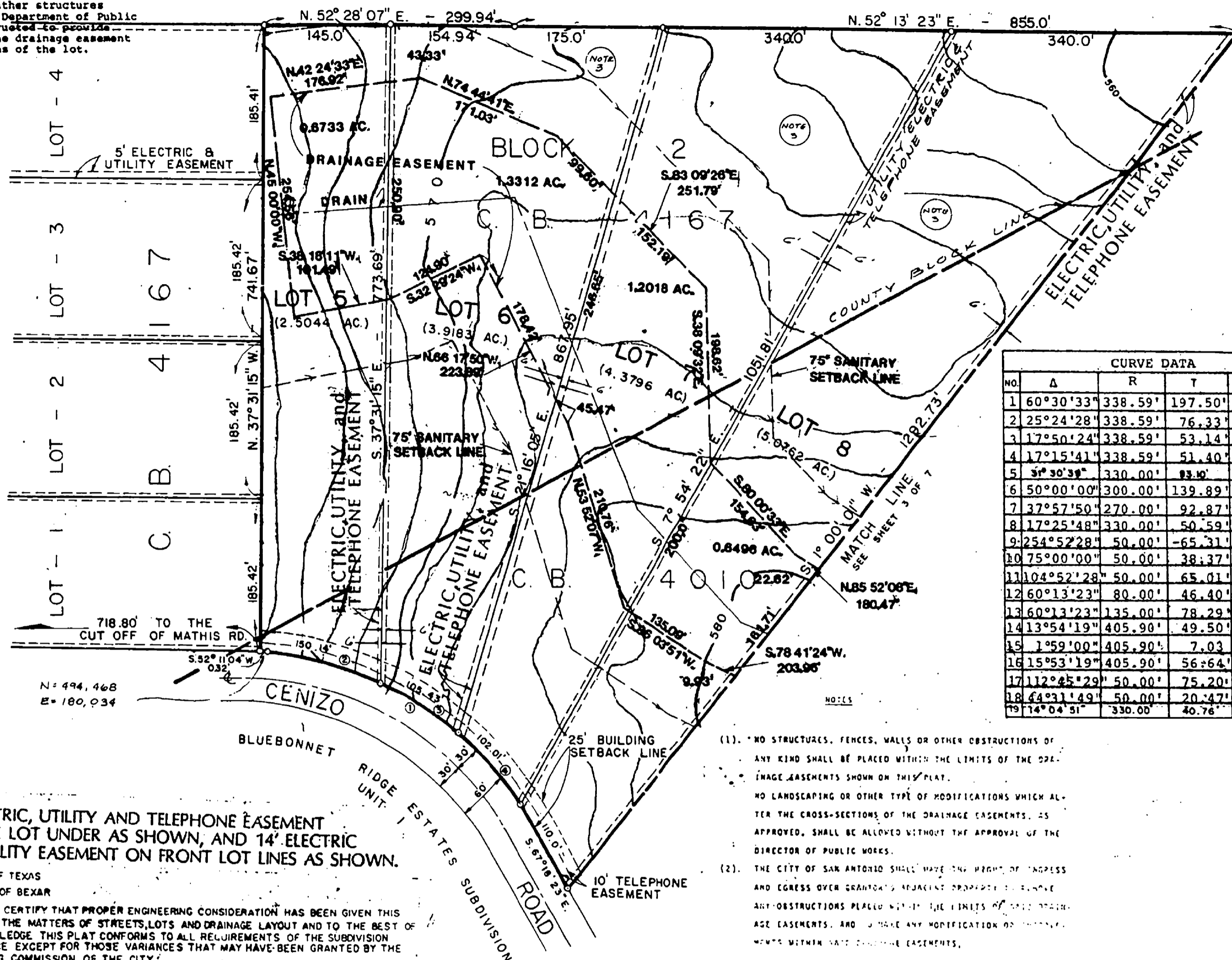
STATE OF TEXAS
COUNTY OF BEXAR
THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

[Signature]
OWNER

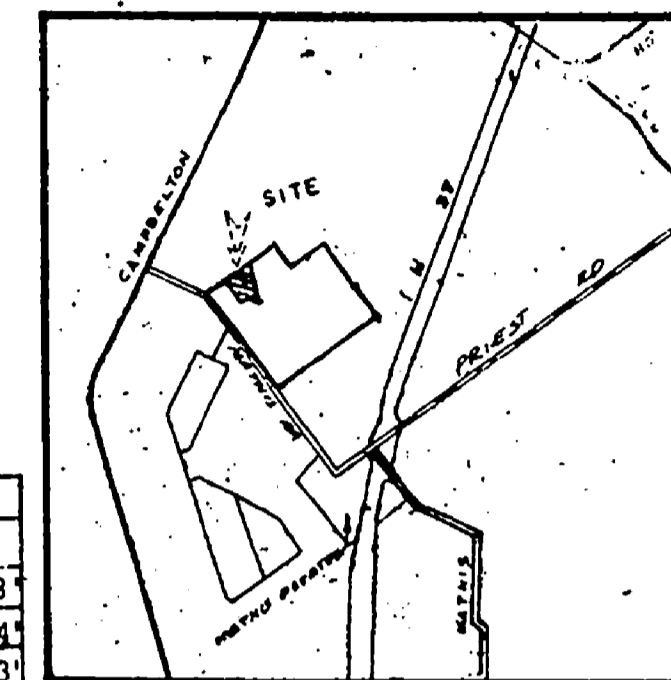
STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED [Signature] KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF December
A D _____

[Signature]
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

Note: (3) No building permits or utility connections shall be issued until adequate all-weather structures approved by the Department of Public Works are constructed to provide access across the drainage easement to these portions of the lot.



SCALE: 1" = 100'



LOCATION MAP

(SCALE: 1" = 6000')

Table with 4 columns: NO., Δ, R, T, L. It lists curve data for 19 different curves, including bearings, distances, and curve characteristics.

The City of San Antonio as a part of its Electric and Gas System (City Public Service Board) is hereby dedicating the Easements and Right-of-Way for Electric and Gas Distribution and Service Facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines, or transformers, each with its necessary appurtenances together with the right of ingress and egress over Grantors adjacent land the right to relocate said facilities within said Easement and right-of-way areas and the right to remove from said lands all trees or parts thereof or other constructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto if it is stored and understood that no buildings, concrete slabs, or walls will be placed within said Easement areas. Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

NOTE: 6' ELECTRIC, UTILITY AND TELEPHONE EASEMENT ON SIDE LOT UNDER AS SHOWN, AND 14' ELECTRIC AND UTILITY EASEMENT ON FRONT LOT LINES AS SHOWN.

STATE OF TEXAS COUNTY OF BEXAR I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

REGISTERED PROFESSIONAL ENGINEER [Signature] SWORN TO AND SUBSCRIBED BEFORE ME THIS 2nd DAY OF January AD 19 85 [Signature] NOTARY PUBLIC BEXAR COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BEXAR THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

OWNER: [Signature] DULY AUTHORIZED AGENT: RALPH BROWN 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st DAY OF December AD 1985 [Signature] NOTARY PUBLIC BEXAR COUNTY, TEXAS

SUBDIVISION PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION, UNIT 3.

BEING LOTS 5-25, BLOCK 2, LYING IN COUNTY BLOCK 4010 and 4167, BEXAR COUNTY, TEXAS, FORMERLY BEING A 105.8653 ACRE TRACT OUT OF TRACT 20 OF THE E.J. LANM ESTATE, BEXAR COUNTY, TEXAS.

- (1) NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE SPECIFIED EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. (2) THE CITY OF SAN ANTONIO SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS' ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID EASEMENTS, AND TO MAKE ANY MODIFICATION OF SUCH EASEMENTS WITHIN SAID EASEMENTS.

THIS PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION DATED THIS 19th DAY OF June AD 19 85

BY [Signature] CHAIRMAN BY [Signature] SECRETARY

CERTIFICATE OF APPROVAL THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT.

ON THIS THE 19th DAY OF June, 1985 ATTESTED [Signature] COUNTY JUDGE, BEXAR COUNTY, TEXAS

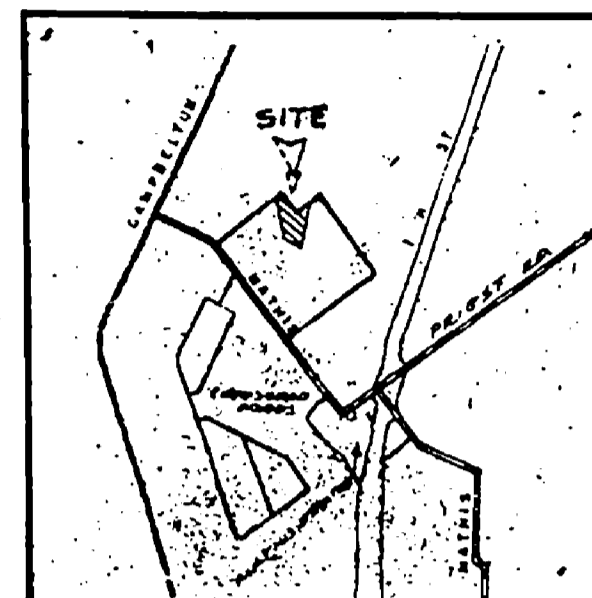
STATE OF TEXAS COUNTY OF BEXAR I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION, ON THE GROUND [Signature] REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31st DAY OF December AD 1985 [Signature] NOTARY PUBLIC BEXAR COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BEXAR Robert D. Green COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 27th DAY OF July, 1985 AT 2:12 PM AND DULY RECORDED IN THE 18th DAY OF July OF SAID COUNTY, IN BOOK VOLUME 9510 ON PAGE 71 IN TESTIMONY WHEREOF WITH MY HAND AND OFFICIAL SEAL OF OFFICE THIS 18th DAY OF July AD 1985 [Signature] COUNTY CLERK, BEXAR COUNTY, TEXAS [Signature] DEPUTY



SCALE: 1" = 100'



LOCATION MAP
SCALE: 1" = 6000'

The City of San Antonio as a part of its Electric and Gas System (City Public Service Board) is hereby dedicating the Easements and Right-of-Way for Electric and Gas Distribution and Service Facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, gutters, or transformers, each with its necessary appurtenances together with the right of ingress and egress over Grantors adjacent land the right to relocate said facilities within said Easement and right-of-way areas and the right to remove from said lands all trees or parts thereof or other obstruction which endanger or may interfere with the efficiency of said lines or appurtenances thereon. It is agreed and understood that no buildings, concrete slabs, or walls will be placed within said Easement areas. Any CPS monetary loss resulting from modifications required of CPS equipment, located within said Easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT.

ON THIS THE 3 DAY OF July, 1984

ATTESTED
COUNTY JUDGE, BEXAR COUNTY, TEXAS
COUNTY CLERK, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON THE GROUND
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31 DAY OF December, A.D. 1984
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

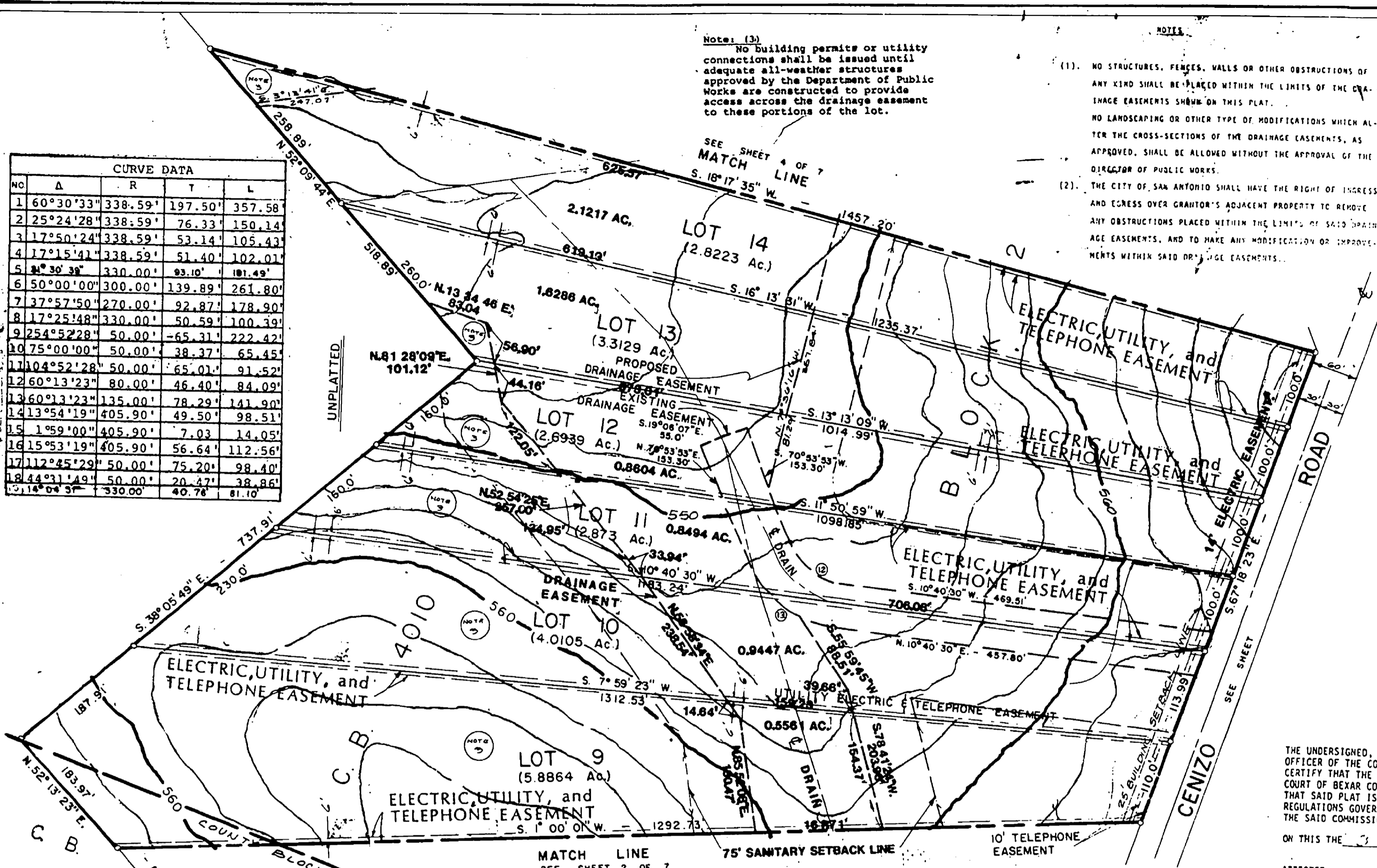
STATE OF TEXAS
COUNTY OF BEXAR
I, Robert D. Green, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 17 DAY OF July, A.D. 1984 AT 11:30 A.M. AND DULY RECORDED THE 18 DAY OF July, 1984 OF SAID COUNTY, IN BOOK VOLUME 9510 ON PAGE 72 IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 18 DAY OF July, A.D. 1984
COUNTY CLERK, BEXAR COUNTY, TEXAS
DEPUTY

- (1). NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS.
- (2). THE CITY OF SAN ANTONIO SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS, AND TO MAKE ANY MODIFICATION OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

Note: (3) No building permits or utility connections shall be issued until adequate all-weather structures approved by the Department of Public Works are constructed to provide access across the drainage easement to these portions of the lot.

SEE SHEET 4 OF 7
MATCH LINE
S. 18° 17' 35" W.

NO	Δ	R	T	L
1	60°30'33"	338.59'	197.50'	357.58'
2	25°24'28"	338.59'	76.33'	150.14'
3	17°50'24"	338.59'	53.14'	105.43'
4	17°15'41"	338.59'	51.40'	102.01'
5	N. 30° 39'	330.00'	93.10'	181.49'
6	50°00'00"	300.00'	139.89'	261.80'
7	37°57'50"	270.00'	92.87'	178.90'
8	17°25'48"	330.00'	50.59'	100.39'
9	254°52'28"	50.00'	-65.31'	222.42'
10	75°00'00"	50.00'	38.37'	65.45'
11	104°52'28"	50.00'	65.01'	91.52'
12	60°13'23"	80.00'	46.40'	84.09'
13	60°13'23"	135.00'	78.29'	141.90'
14	13°54'19"	405.90'	49.50'	98.51'
15	1°59'00"	405.90'	7.03'	14.05'
16	15°53'19"	405.90'	56.64'	112.56'
17	112°45'29"	50.00'	75.20'	98.40'
18	44°31'49"	50.00'	20.47'	38.86'
19	16°04'37"	330.00'	40.78'	81.10'



SUBDIVISION PLAT OF
BLUEBONNET RIDGE ESTATES
SUBDIVISION, UNIT 3

BEING LOTS 5-25, BLOCK 2, LYING IN COUNTY BLOCK 4010 and 4167, BEXAR COUNTY, TEXAS, FORMERLY BEING A 105.8653 ACRE TRACT OUT OF TRACT 20 OF THE ELLIOTT ESTATE, BEXAR COUNTY, TEXAS.

NOTE: ELECTRIC, UTILITY AND TELEPHONE EASEMENT ON SIDE LOT UNDER AS SHOWN, AND 14' ELECTRIC AND UTILITY EASEMENT ON FRONT LOT LINES AS SHOWN.

991529
FILED IN OFFICE OF COUNTY CLERK BEXAR CO. 1985 JUL 17 A 9 31
ARMANDO A. ARANDA INC. SURVEYING
434 S. MAIN, SUITE L-102, 226-9271
SAN ANTONIO, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THE PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31 DAY OF December, A.D. 1984

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

OWNER
DULY AUTHORIZED AGENT

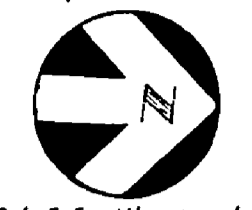
BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 DAY OF December, A.D. 1984

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

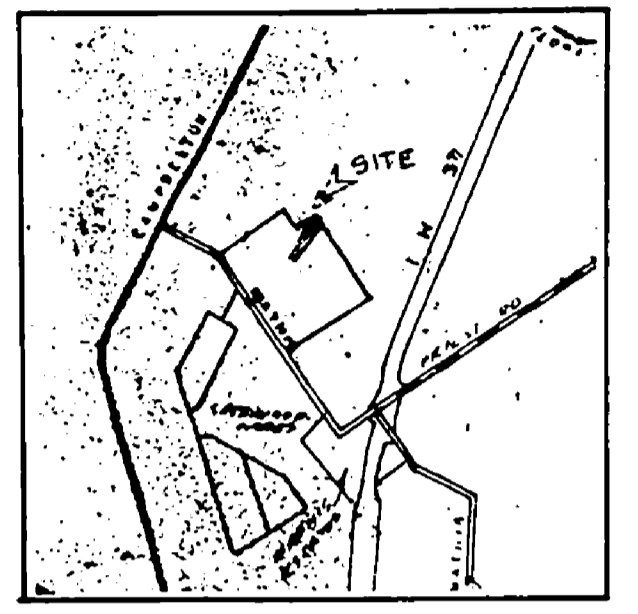
THIS PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION
DATED THIS 19 DAY OF July, A.D. 1984

BY [Signature] CHAIRMAN
BY [Signature] SECRETARY





SCALE: 1" = 100'

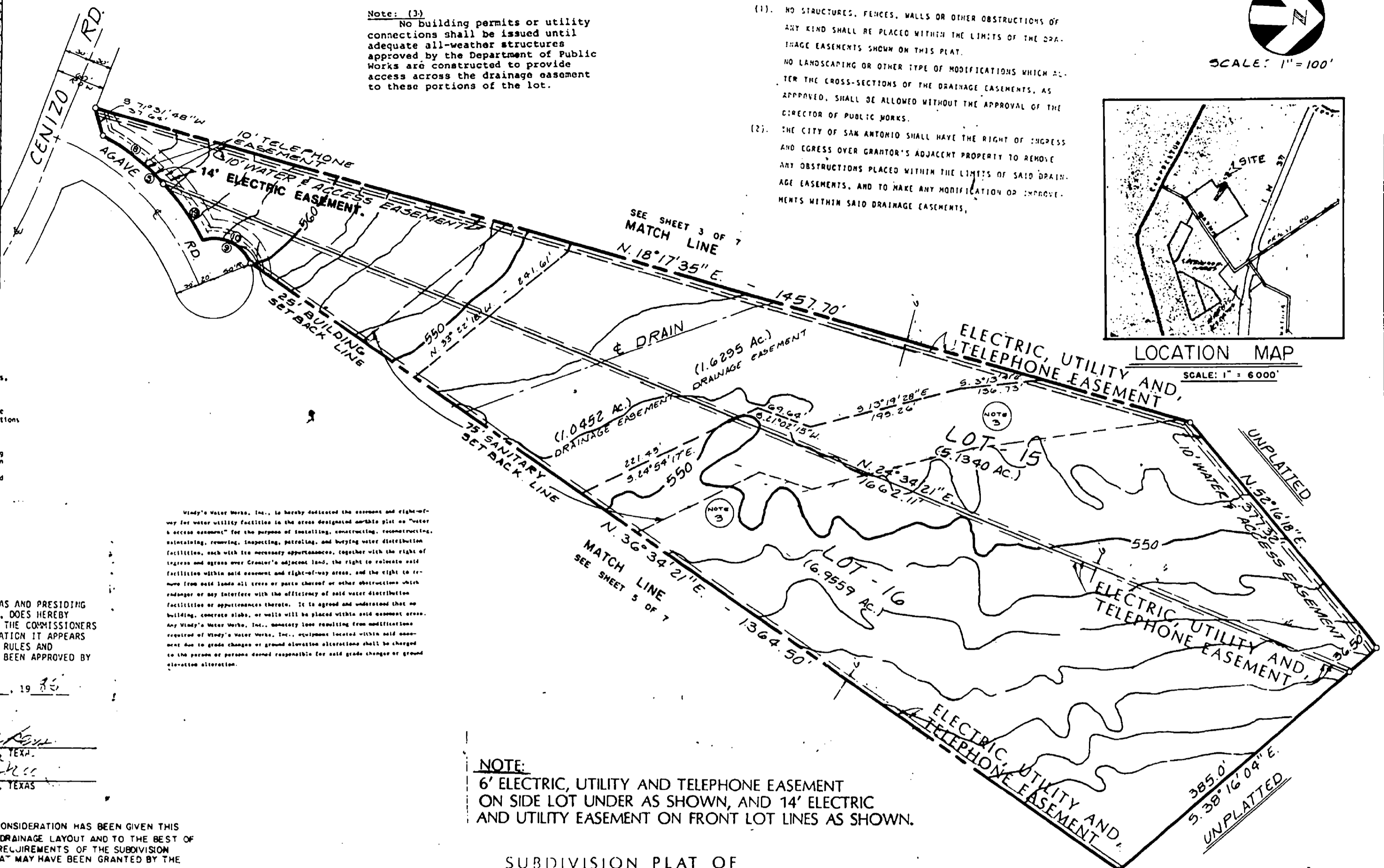


LOCATION MAP SCALE: 1" = 6000'

- NOTES
- NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAN. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS.
 - THE CITY OF SAN ANTONIO SHALL HAVE THE RIGHT OF ACCESS AND EGRESS OVER GRANTEE'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS, AND TO MAKE ANY MODIFICATION OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

Note: (3)
No building permits or utility connections shall be issued until adequate all-weather structures approved by the Department of Public Works are constructed to provide access across the drainage easement to these portions of the lot.

CURVE NO.	Δ	R	T	L
1	60°30'33"	338.59'	197.50'	357.58'
2	25°24'28"	338.59'	76.33'	150.14'
3	17°50'24"	338.59'	53.14'	105.43'
4	17°15'41"	338.59'	51.40'	102.01'
5	31°30'39"	330.00'	93.10'	181.49'
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9	254°52'28"	50.00'	-65.31'	222.42'
10	75°00'00"	50.00'	38.37'	65.45'
11	104°52'28"	50.00'	65.01'	91.52'
12	60°13'23"	80.00'	46.40'	84.09'
13	60°13'23"	135.00'	78.29'	141.90'
14	13°54'19"	405.90'	49.50'	98.51'
15	1°59'00"	405.90'	7.03'	14.05'
16	15°53'19"	405.90'	56.64'	112.56'
17	112°45'29"	50.00'	75.20'	98.40'
18	44°31'49"	50.00'	20.47'	38.86'
19	14°04'51"	330.00'	40.76'	81.10'



The City of San Antonio as a part of its Electric and Gas System (City Public Service Board) is hereby dedicated the Easement and Right-of-Way for Electric and Gas Distribution and Service Facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines, or transformers, each with its necessary appurtenances together with the right of ingress and egress over Grantors adjacent land the right to relocate said facilities within said Easement and right-of-way areas and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances hereinto if it is agreed and understood that no buildings, concrete slabs, or walls will be placed within said Easement areas. Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

Windy's Water Works, Inc., is hereby dedicated the easement and right-of-way for water utility facilities in the areas designated on this plat as "Water Utility Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and burying water distribution facilities, each with its necessary appurtenances, together with the right of ingress and egress over Grantor's adjacent land, the right to relocate said facilities within said easement and right-of-way areas, and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said water distribution facilities or appurtenances thereon. It is agreed and understood that no building, concrete slab, or wall will be placed within said easement area. Any Windy's Water Works, Inc., monetary loss resulting from modifications required of Windy's Water Works, Inc., equipment located within said easement due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT.

ON THIS THE _____ DAY OF _____, 19 85

ATTESTED

 COUNTY JUDGE, BEXAR COUNTY, TEXAS

 COUNTY CLERK, BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____ A.D. 19 _____

 NOTARY PUBLIC
 BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

STATE OF TEXAS
 COUNTY OF BEXAR

 OWNER

 DULY AUTHORIZED AGENT
 BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ A.D. _____

 NOTARY PUBLIC
 BEXAR COUNTY, TEXAS

NOTE:
 6' ELECTRIC, UTILITY AND TELEPHONE EASEMENT ON SIDE LOT UNDER AS SHOWN, AND 14' ELECTRIC AND UTILITY EASEMENT ON FRONT LOT LINES AS SHOWN.

SUBDIVISION PLAT OF
BLUEBONNET RIDGE ESTATES
SUBDIVISION, UNIT 3

BEING LOTS 5-25, BLOCK 2, LYING IN COUNTY BLOCK 4010 and 4167, BEXAR COUNTY, TEXAS, FORMERLY BEING A 105.8653 ACRE TRACT OUT OF TRACT 20 OF THE E.J. LAMM ESTATE, BEXAR COUNTY, TEXAS.

THIS PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION DATED THIS _____ DAY OF _____ A.D. 19 85

BY _____
 CHAIRMAN
 BY _____
 SECRETARY

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON THE GROUND

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____ A.D. 1984

 NOTARY PUBLIC
 BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR

I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____ A.D. 1984 AT _____ AND DULY RECORDED ON THE _____ DAY OF _____ OF SAID COUNTY, IN BOOK VOLUME 9510 ON PAGE 73 IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS _____ DAY OF _____ A.D. 1984

COUNTY CLERK, BEXAR COUNTY, TEXAS
 BY _____ DEPUTY

ARMANDO A. ARANDA INC.
 SURVEYING
 434 S MAIN, SUITE L-102, 226-9271
 SAN ANTONIO, TEXAS

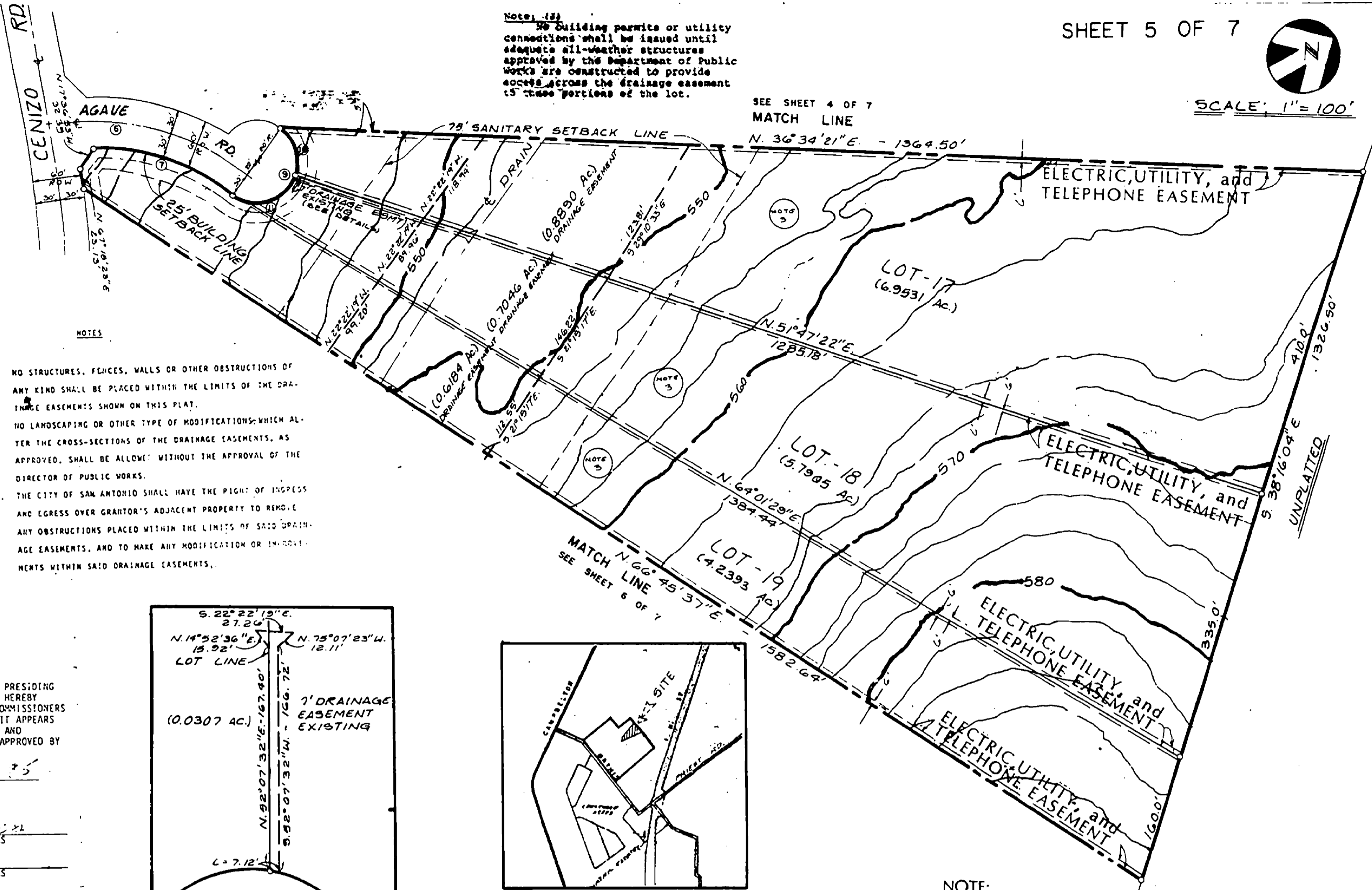
891331

ARMANDO A. ARANDA INC. SURVEYING 434 S. MAIN, SUITE L-102, 226-9271 SAN ANTONIO, TEXAS



SCALE: 1" = 100'

CURVE DATA				
NO	Δ	R	T	L
1	60°30'33"	338.59'	197.50'	357.58'
2	25°24'28"	338.59'	76.33'	150.14'
3	17°50'24"	338.59'	53.14'	105.43'
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18	44°31'49"	50.00'	20.47'	38.86'
19	14°04'51"	330.00'	40.76'	81.10'



The City of San Antonio as a part of its Electric and Gas System (City Public Service Board) is hereby dedicated the Easements and Right-of-Way for Electric and Gas Distribution and Service Facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhead Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines, or transformers, each with its necessary appurtenances together with the right of ingress and egress over Grants adjacent land the right to relocate said facilities within said Easement and right-of-way areas and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto it is agreed and understood that no buildings, concrete slabs, or walls will be placed within said Easement areas. Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

- NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS.
- THE CITY OF SAN ANTONIO SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS, AND TO MAKE ANY MODIFICATION OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

CERTIFICATE OF APPROVAL

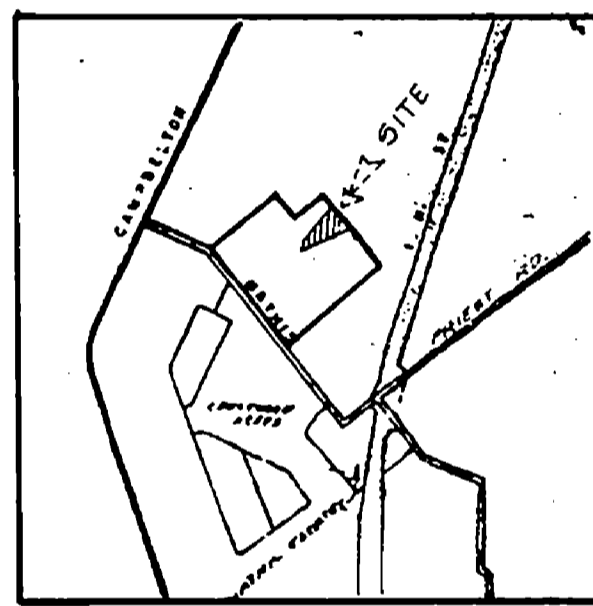
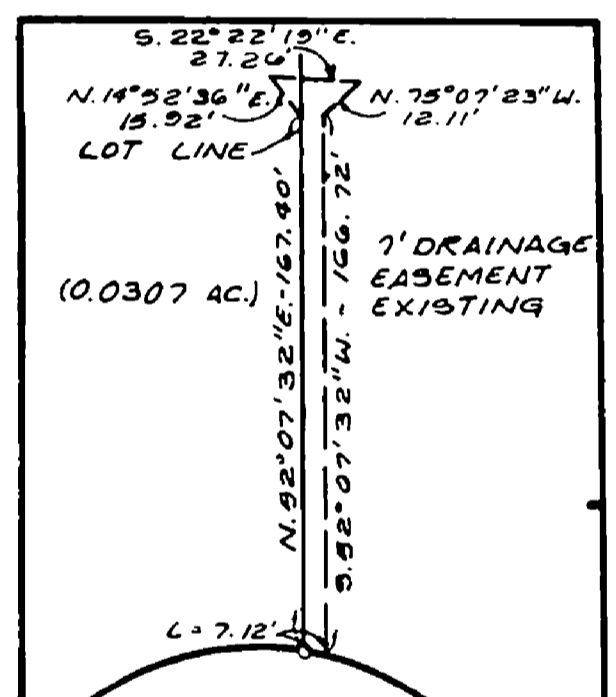
THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT.

ON THE 2 DAY OF July, 1984

ATTESTED

COUNTY JUDGE, BEXAR COUNTY, TEXAS

COUNTY CLERK, BEXAR COUNTY, TEXAS



NOTE: 6' ELECTRIC, UTILITY AND TELEPHONE EASEMENT ON SIDE LOT UNDER AS SHOWN, AND 14' ELECTRIC AND UTILITY EASEMENT ON FRONT LOT LINES AS SHOWN.

SUBDIVISION PLAT OF
BLUEBONNET RIDGE ESTATES
 SUBDIVISION, UNIT 3

BEING LOTS 5-25, BLOCK 2, LYING IN COUNTY BLOCK 4010 and 4167, BEXAR COUNTY, TEXAS, FORMERLY BEING A 105.8653 ACRE TRACT OUT OF TRACT 20 OF THE E.J. LAMM ESTATE, BEXAR COUNTY, TEXAS.

REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 17 DAY OF July, 1984

AD 1984

NOTARY PUBLIC BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

STATE OF TEXAS
 COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED RAUL OH LAMM 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 DAY OF July, 1984

AD 1984

NOTARY PUBLIC BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON THE GROUND

REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31 DAY OF December, 1984

AD 1984

NOTARY PUBLIC BEXAR COUNTY, TEXAS

THIS PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION

DATED THIS 18 DAY OF July, 1984

BY [Signature] CHAIRMAN

BY [Signature] SECRETARY

STATE OF TEXAS
 COUNTY OF BEXAR

I, Richard S. Green COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 17 DAY OF July, 1984 AT 4:52 PM AND DULY RECORDED THE 18 DAY OF July, 1984 OF SAID COUNTY, IN BOOK VOLUME 7512 ON PAGE 74

IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 18 DAY OF July, 1984

COUNTY CLERK, BEXAR COUNTY, TEXAS
 DEPUTY

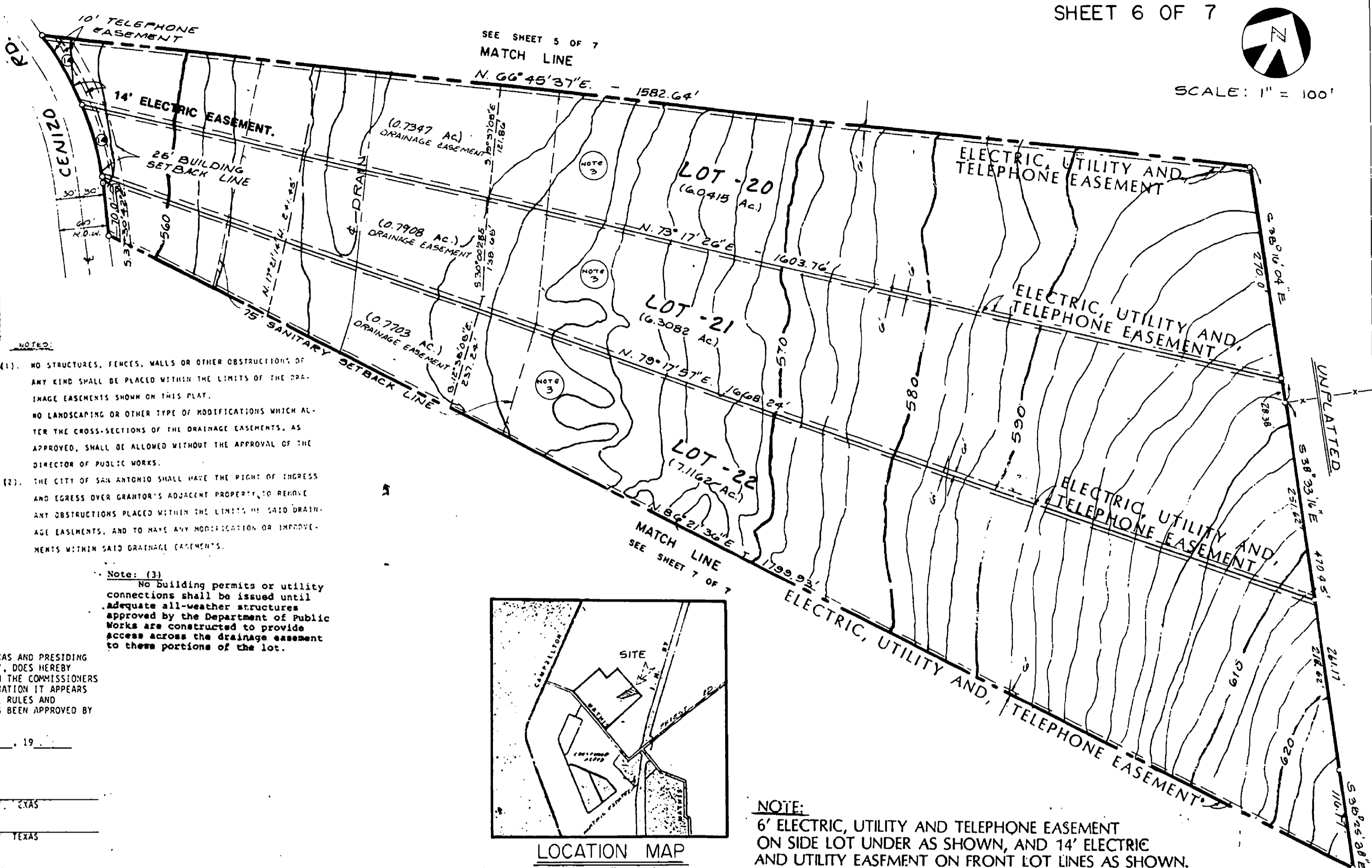
592,532

ARMANDO A. ARANDA INC. SURVEYING 434 S MAIN, SUITE L-102, 226-9271 SAN ANTONIO, TEXAS



SCALE: 1" = 100'

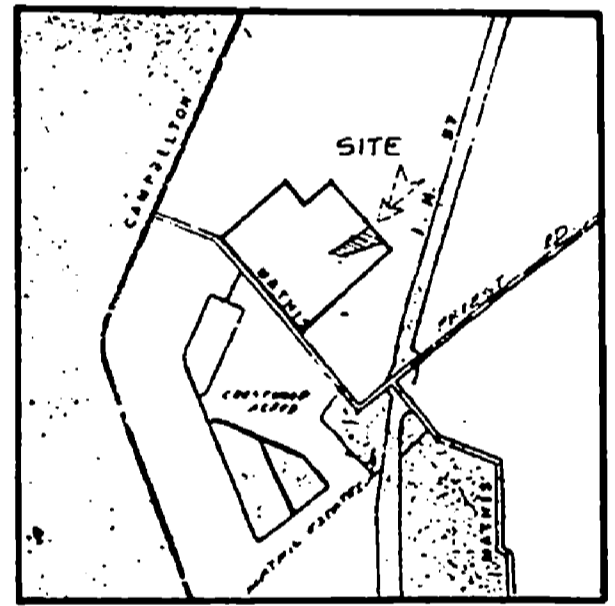
CURVE DATA				
NO	Δ	R	T	L
1	60°30'33"	338.59'	197.50'	357.58'
2	25°24'28"	338.59'	76.33'	150.14'
3	17°50'24"	338.59'	53.14'	105.43'
4	17°15'41"	338.59'	51.40'	102.01'
5	31°30'39"	330.00'	93.10'	181.49'
6	50°00'00"	300.00'	139.89'	261.80'
7	37°57'50"	270.00'	92.87'	178.90'
8	17°25'48"	330.00'	50.59'	100.39'
9	254°52'28"	50.00'	-65.31'	222.42'
10	75°00'00"	50.00'	38.37'	65.45'
11	104°52'28"	50.00'	65.01'	91.52'
12	60°13'23"	80.00'	46.40'	84.09'
13	60°13'23"	135.00'	78.29'	141.90'
14	13°54'19"	405.90'	49.50'	98.51'
15	1°59'00"	405.90'	7.03'	14.05'
16	15°53'19"	405.90'	56.64'	112.56'
17	112°45'29"	50.00'	75.20'	98.40'
18	44°03'49"	50.00'	20.47'	38.86'
19	14°04'51"	330.00'	40.75'	81.10'



The City of San Antonio as a part of its Electric and Gas System (City Public Service Board) is hereby dedicating the Easements and Right-of-Way for Electric and Gas Distribution and Service Facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Drainage Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines, or transformers, each with its necessary appurtenances together with the right of ingress and egress over Grantors adjacent land the right to relocate said facilities within said Easement and right-of-way areas and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto it is agreed and understood that no buildings, concrete slabs, or walls will be placed within said Easement areas. Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

- NOTES:
- (1). NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS.
 - (2). THE CITY OF SAN ANTONIO SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS, AND TO MAKE ANY MODIFICATION OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

Note: (3)
No building permits or utility connections shall be issued until adequate all-weather structures approved by the Department of Public Works are constructed to provide access across the drainage easement to these portions of the lot.



NOTE:
6' ELECTRIC, UTILITY AND TELEPHONE EASEMENT ON SIDE LOT UNDER AS SHOWN, AND 14' ELECTRIC AND UTILITY EASEMENT ON FRONT LOT LINES AS SHOWN.

CERTIFICATE OF APPROVAL
THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT.

ON THIS THE _____ DAY OF _____, 19____
ATTESTED

COUNTY JUDGE, BEXAR COUNTY, TEXAS
STATE OF TEXAS COUNTY CLERK, BEXAR COUNTY TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

SUBDIVISION PLAT OF
BLUEBONNET RIDGE ESTATES
SUBDIVISION, UNIT 3

BEING LOTS 3-25, BLOCK 2, LYING IN COUNTY BLOCK 4010 and 4167, BEXAR COUNTY, TEXAS, FORMERLY BEING A 105.8653 ACRE TRACT OUT OF TRACT 20 OF THE L.J. TAMM ESTATE, BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON THE GROUND
Armando A. Aranda
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31st DAY OF DECEMBER A.D. 1984
William West
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I, *Ronald D. Green* COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 17th DAY OF July, A.D. 1985 AT 9:22 AM, AND DULY RECORDED THE 16th DAY OF July, A.D. 1985 IN BOOK VOLUME 9510 ON PAGE 75
IN TESTIMONY WHEREOF I WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 18th DAY OF July, A.D. 1985

COUNTY CLERK, BEXAR COUNTY, TEXAS
BY *Dennis A. Jean* DEPUTY

STATE OF TEXAS
COUNTY OF BEXAR
OWNER
East Capital Development Corp.
DULY AUTHORIZED AGENT
Jack McBeane, Jr.
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *Jack McBeane, Jr.* 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF July, A.D. 1985
Robert L. ...
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

THIS PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION
DATED THIS 14th DAY OF June, A.D. 1985
BY *...* CHAIRMAN
BY *...* SECRETARY

891533

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO. TEXAS

17, A 9-32

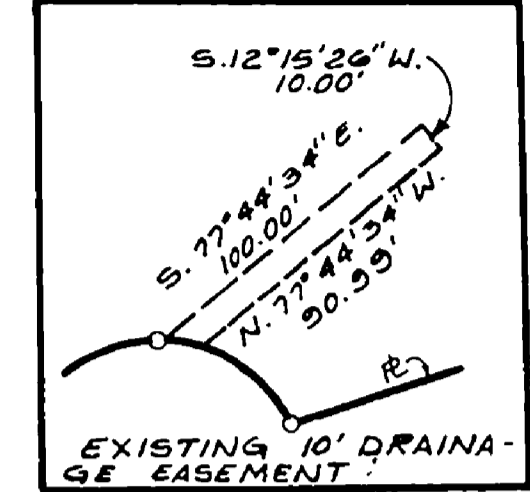
434 S. MAIN, SUITE L-102, 226-9271

SAN ANTONIO, TEXAS

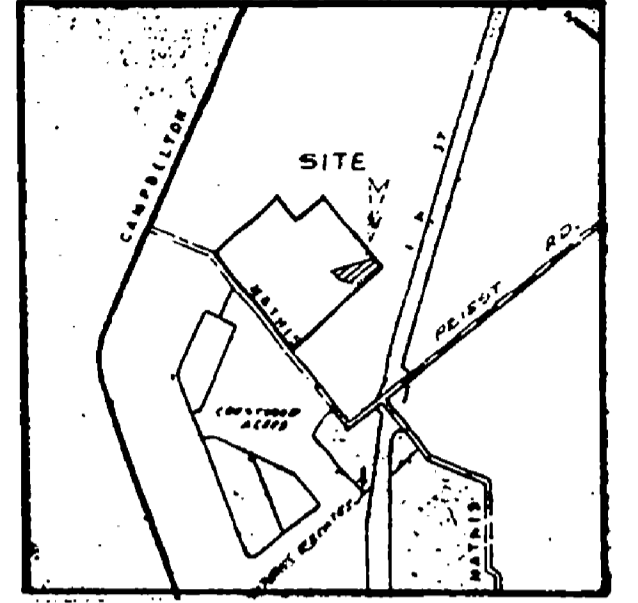
ARMANDO A. ARANDA INC.
SURVEYING



SCALE: 1" = 100'



EXISTING 10' DRAINAGE EASEMENT
SCALE: 1" = 60'



LOCATION MAP
SCALE: 1" = 600'

NOTE
6' ELECTRIC, UTILITY AND TELEPHONE EASEMENT ON SIDE LOT UNDER AS SHOWN, AND 14' ELECTRIC AND UTILITY EASEMENT ON FRONT LOT LINES AS SHOWN.

Notes (3)
No building permits or utility connections shall be issued until adequate all-weather structures approved by the Department of Public Works are constructed to provide access across the drainage easement to these portions of the lot.

NO.	Δ	R	T	L
1	60°30'33"	338.50'	127.50'	35'.58'
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19	14°04'51"	330.00'	40.76'	81.10'

The City of San Antonio as a part of its Electric and Gas System (City Public Service Board) is hereby dedicating the Easement and Right-of-Way for Electric and Gas Distribution and Service Facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhead Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines, or transformers, each with its necessary appurtenances together with the right of ingress and egress over Grantors adjacent land the right to relocate said facilities within said Easement and right-of-way areas and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereon it is agreed and understood that no buildings, concrete slabs, or walls will be placed within said Easement areas. Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT

ON THIS THE 3 DAY OF July, 1985

ATTESTED
COUNTY JUDGE, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31 DAY OF December, A.D. 1984

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

East Central Development Corp.
OWNER

STATE OF TEXAS
COUNTY OF BEXAR
DULY AUTHORIZED AGENT
BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED RALPH BRAUN 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 DAY OF December, A.D. 1984

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

SUBDIVISION PLAT OF
BLUEBONNET RIDGE ESTATES
SUBDIVISION, UNIT 3

BEING LOTS 5-25, BLOCK 2, LYING IN COUNTY BLOCK 4010 and 4167, BEXAR COUNTY, TEXAS, FORMERLY BEING A 105.863 ACRE TRACT OUT OF TRACT 20 OF THE E.J. LAMM ESTATE, BEXAR COUNTY, TEXAS.

THIS PLAT OF BLUEBONNET RIDGE ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION DATED THIS 11th DAY OF July, A.D. 1985

BY [Signature] CHAIRMAN
BY [Signature] SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON THE GROUND
Armando A. Aranda
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31 DAY OF December, A.D. 1984
[Signature]
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 17 DAY OF July, A.D. 1985 AT 2:32 P.M. AND DULY RECORDED THE 18 DAY OF July, 1985 OF SAID COUNTY, IN BOOK VOLUME 9510 ON PAGE 76 IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 18 DAY OF July, A.D. 1985

COUNTY CLERK, BEXAR COUNTY, TEXAS
BY [Signature] DEPUTY

BCAD Map Image – Property ID 160590

Bexar CAD

Property Search Results > Property ID 160590 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2012

Property Details 	
Account Property ID: 160590 Geo. ID: 04010-302-1000 Type: Real CB 4010C BLK 2 LOT E IRR 150 FT OF 23 ARB P- 100 "WATER WELL SITE"	
Location Address: 3185 CENIZO Neighborhood: BLUEBONNET RIDGE EST(SO) Mapsco: 752A7 Jurisdictions: 06, 08, 09, 10, 11, 59, 75, CAD	
Owner Name: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM Address: ATTN MARK BREWTON PO BOX 2449 SAN ANTONIO, TX 78298-2449	
Property Appraised Value: \$300	
Map Layers Radius Search	

1:

Website version: 1.2.2.0

Database last updated on: 7/17/2012 1:34 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Bexar CAD

Property Search Results > 160590 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2012

Property

Account

Property ID:	160590	Legal Description:	CB 4010C BLK 2 LOT E IRR 150 FT OF 23 ARB P-100 "WATER WELL SITE"
Geographic ID:	04010-302-1000	Agent Code:	
Type:	Real		
Property Use Code:	002		
Property Use Description:	Rural		

Location

Address:	3185 CENIZO	Mapsco:	752A7
Neighborhood:	BLUEBONNET RIDGE EST(SO)	Map ID:	
Neighborhood CD:	28295		

Owner

Name:	CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM	Owner ID:	113346
Mailing Address:	ATTN MARK BREWTON PO BOX 2449 SAN ANTONIO, TX 78298-2449	% Ownership:	100.0000000000%
		Exemptions:	EX

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$300	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$300	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$300	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$300	

Taxing Jurisdiction

Owner: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM
 % Ownership: 100.0000000000%
 Total Value: \$300

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	\$300	\$0	\$0.00
08	SA RIVER AUTH	0.017370	\$300	\$0	\$0.00
09	ALAMO COM COLLEGE	0.141623	\$300	\$0	\$0.00
10	UNIV HEALTH SYSTEM	0.276235	\$300	\$0	\$0.00
11	BEXAR COUNTY	0.296187	\$300	\$0	\$0.00

59	SOUTHSIDE ISD	1.368900	\$300	\$0	\$0.00
75	BEXAR CO EMERG DIST #6	0.100000	\$300	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$300	\$0	\$0.00
Total Tax Rate:		2.230994			

Taxes w/Current Exemptions: \$0.00
 Taxes w/o Exemptions: \$6.69

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	BSE	Base Rate Lot	0.6767	29477.05	0.00	0.00	\$300	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012		\$0	\$300	0	300	\$0 \$300
2011		\$0	\$300	0	300	\$0 \$300
2010		\$0	\$300	0	300	\$0 \$300
2009		\$0	\$5,970	0	5,970	\$0 \$5,970
2008		\$0	\$5,970	0	5,970	\$0 \$5,970
2007		\$0	\$6,350	0	6,350	\$0 \$6,350

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/1/2012 12:00:00 AM	Deed	Deed	BEXAR METROPOI	CITY OF SAN ANTC	15414	1147	20120055877
2		Deed	Deed		BEXAR METROPOI	6435	1303	0

2012 data current as of Jul 17 2012 1:34AM.
2011 and prior year data current as of Jul 15 2012 8:21AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Website version: 1.2.2.2

Database last updated on: 7/17/2012 1:34 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Utility Locaters Report – CPS Energy

From: Garcia, Mary H [MHGarcia@CPSEnergy.com]
Sent: Friday, January 11, 2013 12:07 PM
To: Sunny Burlew
Cc: Garcia, Mary H
Subject: FW: TESS Request Number 1351102512 has been cleared by CPS Energy

YOU ARE CLEAR WITH CPS ENERGY

-----Original Message-----

From: wmb7adm@pms-a-2.cps-satx.com [mailto:wmb7adm@pms-a-2.cps-satx.com]
Sent: Friday, January 11, 2013 10:42 AM
To: Dig Tess
Subject: TESS Request Number 1351102512 has been cleared by CPS Energy

CPS Energy Utility Locating
Phone: (210)353-3575

Attention: SUNNY BURLEW
Company : SAWS
Address : 3185 CENIZO
Email : SUNNY.BURLEW@SAWS.ORG
Fax : NOTPROVIDED
Phone : 2102332954
Alt Phone: 2102332954

A representative of CPS Energy Utility Locators has cleared DigTess request number 1351102512 as of 20130111 at 1042

Area Located is: EO NO CPSE GAS

Tech ID is: 11981