

**SOLICITATION NO: R-13-009-RA**

**PURCHASE AGREEMENT AND  
BIDDING INSTRUCTIONS**

**1214 Morey Peak**

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**Sealed Bid Due On: May 17, 2013 @ 2:00 PM (CT)**

**INVITATION TO OFFERERS  
SURPLUS PROPERTY FOR SALE  
1214 Morey Peak  
R-13-009-RA**

Sealed bids for the purchase of LAND (“SAWS LAND”) described below will be received by SAWS Contract Administration, 2800 U.S. Hwy 281 North, Customer Service Building, Suite 171, San Antonio, Texas 78212, until **2:00 PM, (CT) May 17, 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 (CT) on May 10, 2013**. Answers to the questions will be posted to the web site by **5:00 PM (CT) each Friday until bid opening on May 17, 2013**, as part of supplemental information.

**DESCRIPTION:**

Lot Eighteen (18), Block Three (3), New City Block Thirteen Thousand Five Hundred Sixteen (13,516), OAK GLEN PARK UNIT #6, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 5140, Page 149, Deed and Plat Records of Bexar County, Texas;

**LOCATION:**

The property is located at 1214 Morey Peak, San Antonio, Bexar County, Texas. Located on MAPSCO, Page 550 Grid C5.

Sealed bids are to be submitted on SAWS bid form which is the Purchase Agreement and Bidding Instructions document. **The Purchase Agreement and Bidding Instructions document contains the terms and conditions under which the property will be conveyed and prospective bidders should familiarize themselves with this complete document. Such terms and conditions may include reservations of easement rights and water rights to the property.** The Purchase Agreement and Bidding Instructions document, property information, and forms may be viewed and downloaded from SAWS’ website located at **WWW.SAWS.ORG/property**. **For difficulties downloading any of the documents, or viewing answers to questions, contact Rosalee Arcos at 210-233-3894, 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.**

**1214 MOREY PEAK**  
**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 complete Purchase Agreement and Bidding Instructions with page 9 of the Agreement signed before a Notary Public. Also complete the information required in Section 23 of the Agreement.
- 2) Make sure to sign Exhibit B.
- 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 – 1214 Morey Peak”.
- 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 **Friday, May 17, 2013**) as set forth in Section 5 of the Agreement.

If you have any questions or concerns, contact Rosalee Arcos in the SAWS Contracting Department at 210-233-3894.

**PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS**  
**1214 Morey Peak**  
**SAWS BID SOLICITATION NO. R-13-009-RA**

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:

1214 Morey Peak: Lot Eighteen (18), Block Three (3), New City Block Thirteen Thousand Five Hundred Sixteen (13,516), OAK GLEN PARK UNIT #6, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 5140, Page 149, Deed and Plat Records of Bexar County, Texas;

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;  
PLEASE NOTE THE MINIMUM BID IS \$33,000.00.  
ALL BIDS BELOW \$33,000.00 WILL BE AUTOMATICALLY REJECTED.
- 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-13-009-RA) AT 1214 MOREY PEAK" 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 **May 17, 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 thirty (30) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within thirty (30) days of the Bid Deadline.

7. Title Exceptions. The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, (iv) SAWS reservation of water rights relating to the SAWS Land and (v) the Reserved Easement (hereinafter defined in Section 12 below) (collectively, the "Permitted Exceptions"). SAWS makes no representations about whether the SAWS Land has access to any public right of way. Additionally, the Successful Bidder must obtain any applicable permits for Successful Bidder's use of the SAWS Land and Successful Bidder must assemble the SAWS Land with any adjoining property owned by Successful Bidder and plat such properties, to the extent required by the San Antonio Uniform Development Code, which obligations shall survive Closing (hereinafter defined).

8. Bid Deposit. All bids must be accompanied by an earnest money bid deposit ("Bid Deposit") in the form of a cashier's check made out to San Antonio Water System in the amount of ten (10) percent of the bid amount. If a bid is not accepted by SAWS, the cashier's check will be returned to the unsuccessful bidder at the address provided by bidder in Section 23 within 10 business days of the date that the bid is rejected. The Successful Bidder's Bid Deposit shall be nonrefundable except in the event of a default by SAWS under this Agreement or as provided in Section 11, but shall be applied to the Bid Price (as defined in Section 23 below) at Closing (as defined in Section 13 below), if and only if Closing occurs hereunder.

9. Intentionally Deleted

10. As Is Condition. **THE SAWS LAND WILL BE CONVEYED IN ITS PRESENT “AS IS” CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS LAND IN ITS PRESENT CONDITION. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS LAND MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE SAWS LAND. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. SUCCESSFUL BIDDER TAKES THE SAWS LAND UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). SUCCESSFUL BIDDER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. SUCCESSFUL BIDDER HAS AGREED TO DISCLAIM RELIANCE ON SAWS AND TO ACCEPT THE SAWS LAND “AS-IS” WITH FULL AWARENESS THAT THE SAWS LAND’S PRIOR USES OR OTHER MATTER COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND SUCCESSFUL BIDDER CONFIRMS THAT SUCCESSFUL BIDDER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. SUCCESSFUL BIDDER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY SUCCESSFUL BIDDER OTHERWISE MIGHT HAVE. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.**

11. Inspections and Assessments of SAWS Land. Within thirty (30) calendar days of the date that the notice of acceptance described in Section 6 above is delivered to the Successful Bidder (the “Inspection Period”), the Successful Bidder shall conduct, at the Successful Bidder’s sole cost, any inspections and environmental assessments on the SAWS Land that the Successful Bidder may elect, subject to the indemnity and other provisions of Section 4 of this Agreement, and shall secure any financing needed to purchase the SAWS Land. The Successful Bidder’s failure to conduct inspections and environmental assessments and secure financing shall not excuse the Successful Bidder from any obligations under this Agreement. However, in the event that the Successful Bidder obtains a Phase I environmental site assessment of the SAWS Land (“Successful Bidder’s Phase I”) from an Environmental Professional (as defined in 40 CFR Part

312.10(b)) on or before the expiration of the Inspection Period that (i) materially and adversely differs from the results of the environmental site assessment or report included as part of the Property Information Documents (hereinafter defined in Section 20) or (ii) if the Property Information Documents did not include a environmental site assessment or report, recommends a Phase II environmental site assessment or other invasive environmental site assessment be performed on the SAWS Land, then in the case of either of (i) or (ii) hereinabove, if a copy of the Successful Bidder's Phase I is delivered to SAWS within the Inspection Period, the Successful Bidder may terminate this Agreement by delivering written notice to SAWS within the Inspection Period and receive back the Bid Deposit. If an Environmental Professional (as defined in 40 CFR Part 312.10(b)) desires to communicate with SAWS, the communication must be in writing and delivered to SAWS at the address stated in Section 20, below. The Successful Bidder may not conduct a Phase II environmental site assessment on the SAWS Land, or other invasive tests, including boring and drilling, upon the SAWS Land, without SAWS' prior written consent, a condition of which shall be SAWS approval, in SAWS reasonable discretion, of Successful Bidder's plan for conducting such Phase II environmental site assessment or other invasive tests on the SAWS Land.

12. Closing Documents from SAWS. SAWS will convey the SAWS Land to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as Exhibit "C". The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. The Deed contains an easement reservation in favor of CPS Energy (the "Reserved Easement") and a water rights reservation in favor of SAWS. SAWS and the Successful Bidder agree to execute any other closing documents that may be reasonably required by the Title Company.

13. Closing. Subject to Section 13a below, 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.

- a. This Purchase Agreement may be subject to the approval of the Board of Trustees of the San Antonio Water System. In the event that this Purchase Agreement is subject to approval by the Board of Trustees of the San Antonio Water System, SAWS shall notify Successful Bidder of same along with the Notice of Acceptance, and the Closing date shall automatically be extended to the first business day occurring ninety (90) days after the expiration of the Inspection Period, provided, however, Closing may occur earlier if approval of the Board of Trustee is obtained and if SAWS and Successful Bidder shall mutually agree on such earlier date. If this Purchase Agreement is subject to approval by the Board of Trustees of the San Antonio Water System and such approval is not obtained on or before Closing (as

extended herein), notwithstanding any provision herein to the contrary, this Purchase Agreement shall automatically terminate and the bid Deposit, if any, shall be returned to Successful Bidder, and neither party shall have any further rights or duties hereunder, except those that expressly survive termination.

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](http://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-13-009-RA  
1214 Morey Peak, San Antonio, Bexar County, Texas

b. BIDDER:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

c. BID PRICE: \$ \_\_\_\_\_ (the "Bid Price")  
NOTE THE MINIMUM BID IS \$33,000.00  
ANY BID BELOW \$33,000.00 WILL BE AUTOMATICALLY REJECTED

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 1214 Morey Peak 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 \_\_\_\_\_, 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**

Lot Eighteen (18), Block Three (3), New City Block Thirteen Thousand Five Hundred Sixteen (13,516), OAK GLEN PARK UNIT #6, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 5140, Page 149, Deed and Plat Records of Bexar County, Texas.

**EXHIBIT "B"**

**RELEASE AND INDEMNITY AGREEMENT**

In consideration for receiving permission from the San Antonio Water System ("SAWS") to enter upon the real property located in Bexar, County, Texas and described on Exhibit "A" attached hereto and incorporated herein (the "Property"), the undersigned ("Releasor") hereby agrees to and acknowledges the following:

1. **COMPLIANCE WITH RULES AND SAFETY REQUIREMENTS.** Releasor and its agents, employees and contractors shall at all times during their entry upon the Property cooperate and comply with all rules and safety requirements for the Property.

2. **RESTORATION.** Following Releasor's entry upon the Property, Releasor must restore at no cost to SAWS any damage to the Property caused by Releasor or its agents, employees and contractors.

3. **RELEASE.** The City of San Antonio ("COSA") and SAWS and their officers, employees, agents and fiduciaries shall not be liable for any injury, loss or damage suffered by Releasor or its agents, employees and contractors on or upon the Property **EVEN IF SUCH INJURY, LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL ACT OF COSA OR SAWS, THEIR AGENTS, EMPLOYEES OR CONTRACTORS, OR ANY OTHER PERSON OPERATING AT THE PROPERTY.**

4. **INDEMNIFICATION. RELEASOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COSA AND SAWS, THEIR OFFICERS, EMPLOYEES, AGENTS AND FIDUCIARIES (COLLECTIVELY "THE INDEMNIFIED PARTIES") FROM ANY AND ALL DAMAGES, CLAIMS AND LOSSES OF ANY NATURE, INCLUDING THOSE ASSOCIATED WITH PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH, ATTORNEY'S FEES AND COURT COSTS, ARISING FROM THE RELEASOR'S OR THE RELEASOR'S AGENTS' OR CONTRACTORS' PRESENCE ON OR USE OR INSPECTION OF THE PROPERTY (INCLUDING ANY ENVIRONMENTAL ASSESSMENTS PERFORMED ON THE PROPERTY) OR THE CONDITION OF THE PROPERTY. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO AND PROTECT THE INDEMNIFIED PARTIES FROM DAMAGES CAUSED BY THE INDEMNIFIED PARTIES' SOLE AND/OR CONCURRENT NEGLIGENCE AND/OR STRICT LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL OVERRIDE AND CONTROL ANY CONTRARY PROVISIONS IN THE TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101).**

5. **BINDING EFFECT.** This agreement is binding upon Releasor and its successors. This agreement may not be assigned by Releasor.

DATED \_\_\_\_\_.

**RELEASOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments

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



**EXHIBIT A**

**TO RELEASE AND INDEMNITY AGREEMENT**

Description of SAWS Land

Lot Eighteen (18), Block Three (3), New City Block Thirteen Thousand Five Hundred Sixteen (13,516), OAK GLEN PARK UNIT #6, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 5140, Page 149, Deed and Plat Records of Bexar County, Texas.

**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**

Description of SAWS Land

Lot Eighteen (18), Block Three (3), New City Block Thirteen Thousand Five Hundred Sixteen (13,516), OAK GLEN PARK UNIT #6, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 5140, Page 149, Deed and Plat Records of Bexar County, Texas.

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

Warranty Deed – W. T. Thrift to Bexar Metropolitan Water District, recorded in Volume 5309, Pages 131-132, Deed Records of Bexar County, Texas,

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

Aerial Photo of property

BCAD image

Plat

Appraisal of 1214 and 1302 Morey Peak

**Warranty Deed**  
**From W. T. Thrift to Bexar Metropolitan Water District,**  
**Recorded in Volume 5309, Pages 131-132,**  
**Deed Records of Bexar County, Texas**



6-10087 WARRANT DEED (WITH JOINT Single and Corporate Acknowledgments) Form No. 30-10-200

STATE OF TEXAS, } Know All Men By These Presents:
County of Bexar. }

That W. T. THRIPT

of San Antonio, Bexar County, Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration to him cash in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto BEXAR METROPOLITAN WATER DISTRICT of Bexar County, State of Texas the following described real estate, together with all improvements thereon, situated in Bexar County, Texas, being more particularly described as follows, to-wit:

Lot Eighteen (18), Block Three (3), New City Block Thirteen Thousand Five Hundred Sixteen (13,516), OAK GLEN PARK UNIT #6, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 5160, Page 149, Deed and Plat Records of Bexar County, Texas.



TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances therunto in anywise belonging unto the said Grantee, itself, its successors

heirs or assigns, forever. And I do hereby bind myself, my heirs, executors administrators, successors and assigns, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee herein, its heirs assigns and successors, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 26th day of January A. D. 1965.

Handwritten signature of W. T. Thript

W. T. THRIPT

STATE OF TEXAS, }
COUNTY OF BEXAR, }
(Single Acknowledgment)

BEFORE ME the undersigned authority, on this day personally appeared W. T. THRIPT

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.

Given under my hand and seal of office on this the 26th day of January 1965.

Notary Public in and for Bexar County, Texas.
E. E. SCHMIDT
Notary Public, Bexar County, Texas



IN 5309 REC 131

NO. 5309 REC. 132

(JOINT ACKNOWLEDGMENT)

STATE OF TEXAS,  
COUNTY OF BEXAR.

Before me, the undersigned authority, on this day personally appeared

both known to me to be the person whose name subscribed to the foregoing instrument, and each acknowledged to me that executed the same for the purposes and consideration therein expressed. And the said wife of the said

having been examined by me privily and apart from her said husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Notary Public, in and for Bexar County, Texas.

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS  
COUNTY OF BEXAR.

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Notary Public, in and for Bexar County, Texas.

WARRANTY DEED

R/Stamp \$3.85 Rec. \$1.20

N. T. THURTELL

FILED FOR RECORD  
IN MY OFFICE

035 FEB 26 PM 1 29

BEXAR METROPOLITAN WATER DISTRICT

Beams to: Bexar Metropolitan Water  
District, Drawer "9"  
San Antonio, Texas 78211

SAN ANTONIO, TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED on the \_\_\_\_\_ day of \_\_\_\_\_ 1965, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in the Volume and Page of the Public Records in Bexar County, Texas, as stated herein to be.

FEB 26 1965



*James W. Wright*  
NOTARY CLERK  
BEXAR COUNTY TEXAS

**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 49<sup>th</sup> 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:**

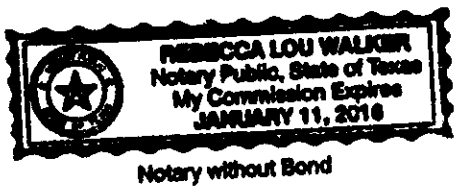
By: [Signature]  
Printed Name: Mark Vickery  
Title: Executive Director

STATE OF TEXAS §  
  §  
COUNTY OF Travis §

This instrument was acknowledged before me on this 23<sup>rd</sup> 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

**Aerial Photo of Property**



1302 & 1214 Morey Peak

MOREY PEAK

MT TIP TOW

MT IDA

1302  
Morey Peak

1214  
Morey Peak

MT VIEJA



**BCAD Map Image – Property ID 527362**

Bexar CAD

Property Search Results > Property ID 527362 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2013

Property Details	
<b>Account</b>	
Property ID:	527362
Geo. ID:	13516-003-0180
Type:	Real
Legal Description:	NCB 13516 BLK 3 LOT 18
<b>Location</b>	
Address:	1214 MOREY PEAK
Neighborhood:	OAK GLEN PK/CASTLE PK
Mapsc0:	550C5
Jurisdictions:	06, 08, 09, 10, 11, 21, 55, CAD
<b>Owner</b>	
Name:	CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM
Address:	ATTN MARK BREWTON PO BOX 2449 SAN ANTONIO, TX 78298-2449
<b>Property</b>	
Appraised Value:	N/A
<b>Map Layers</b>	
<b>Radius Search</b>	

Website version: 1.2.2.0

Database last updated on: 2/25/2013 1:56 AM  
This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

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**Bexar CAD**

**Property Search Results > 527362 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2013**

**Property**

**Account**

Property ID: 527362 Legal Description: NCB 13516 BLK 3 LOT 18  
 Geographic ID: 13516-003-0180 Agent Code:  
 Type: Real  
 Property Use Code: 001  
 Property Use Description: Single Family

**Location**

Address: 1214 MOREY PEAK Mapsco: 550C5  
 Neighborhood: OAK GLEN PK/CASTLE PK Map ID:  
 Neighborhood CD: 98060

**Owner**

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

**Values**

(+) Improvement Homesite Value: + N/A  
 (+) Improvement Non-Homesite Value: + N/A  
 (+) Land Homesite Value: + N/A  
 (+) Land Non-Homesite Value: + N/A Ag / Timber Use Value  
 (+) Agricultural Market Valuation: + N/A N/A  
 (+) Timber Market Valuation: + N/A N/A  
 -----  
 (=) Market Value: = N/A  
 (-) Ag or Timber Use Value Reduction: - N/A  
 -----  
 (=) Appraised Value: = N/A  
 (-) HS Cap: - N/A  
 -----  
 (=) Assessed Value: = N/A

**Taxing Jurisdiction**

Owner: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM  
 % Ownership: 100.0000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
55	NORTH EAST ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions:	N/A
Taxes w/o Exemptions:	N/A

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	EST	Easement	0.3162	13775.00	0.00	0.00	N/A	N/A

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013		N/A	N/A	N/A	N/A	N/A
2012		\$0	\$33,200	0	33,200	\$0 \$33,200
2011		\$0	\$33,200	0	33,200	\$0 \$33,200
2010		\$0	\$0	0	0	\$0 \$0
2009		\$0	\$0	0	0	\$0 \$0
2008		\$0	\$0	0	0	\$0 \$0

**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

2013 data current as of Feb 25 2013 1:56AM.

2012 and prior year data current as of Feb 16 2013 6:17AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

**This year is not certified and ALL values will be represented with "N/A".**

Website version: 1.2.2.2

Database last updated on: 2/25/2013 1:56 AM

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

**PLAT**

609845

FILED 10-27-64

NOV 11 1964

*D. Maguire*

*Drought*

# OAK GLEN PARK UNIT 6

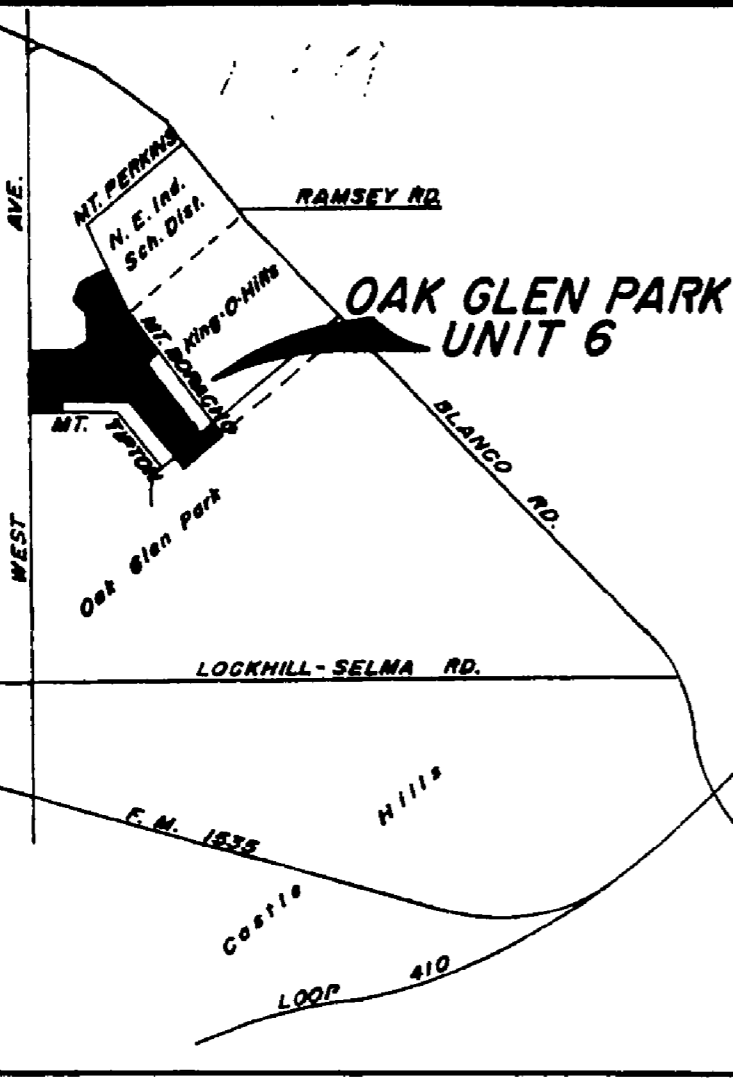
26.272 ACS. OUT OF TRACTS L, M, N, 5, N.C.B. 11781 SAN ANTONIO, TEXAS

STATE OF TEXAS; COUNTY OF BEKAR; THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

STATE OF TEXAS; COUNTY OF BEKAR; BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, AUTHORIZED AGENT, 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.

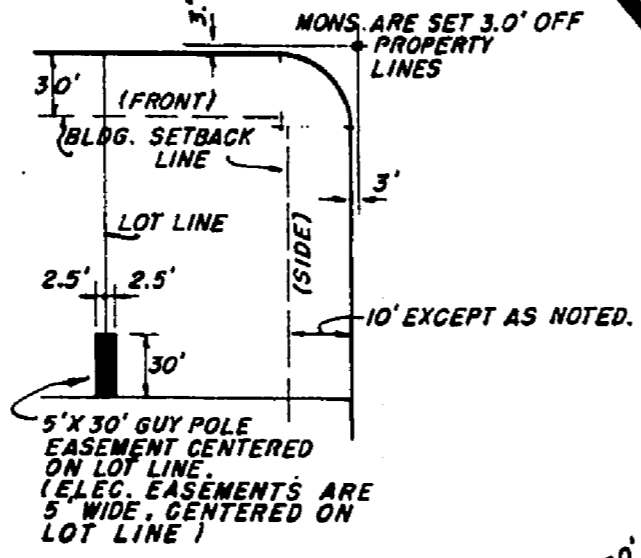
STATE OF TEXAS; COUNTY OF BEKAR; I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS; COUNTY OF BEKAR; I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT FOR THIS PLAT.



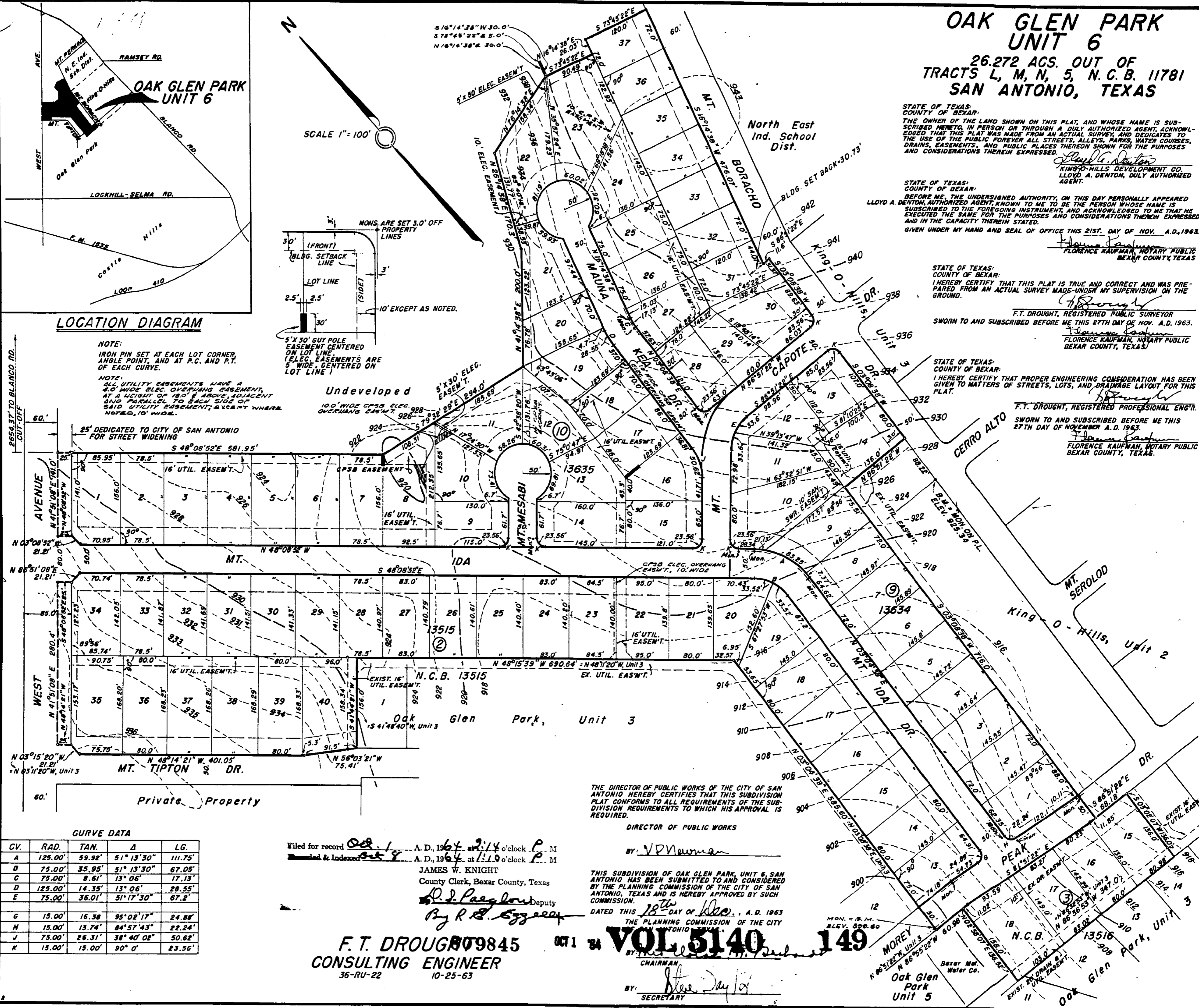
LOCATION DIAGRAM

NOTE: IRON PIN SET AT EACH LOT CORNER, ANGLE POINT, AND AT P.C. AND P.T. OF EACH CURVE.



Undeveloped

Restrictions Vol 5335 Page 102



### CURVE DATA

CV.	RAD.	TAN.	Δ	LG.
A	125.00'	59.92'	51° 13' 30"	111.75'
B	75.00'	35.95'	51° 13' 30"	67.05'
C	75.00'	8.61'	13° 06'	17.13'
D	125.00'	14.35'	13° 06'	28.55'
E	75.00'	36.01'	51° 17' 30"	67.2'
G	15.00'	16.38'	95° 02' 17"	24.88'
H	15.00'	13.74'	84° 57' 43"	22.24'
J	75.00'	26.31'	38° 40' 02"	50.62'
K	15.00'	15.00'	90° 0'	23.56'

Filed for record Oct 1 A.D. 1964 at 9:14 o'clock P.M.  
Recorded & Indexed Oct 8 A.D. 1964 at 1:19 o'clock P.M.

JAMES W. KNIGHT  
County Clerk, Bexar County, Texas  
*R. J. Paegle* Deputy  
*By R. E. Eggert*

F. T. DROUGHT 09845  
CONSULTING ENGINEER  
36-RU-22 10-25-63

THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF SAN ANTONIO HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REQUIREMENTS TO WHICH HIS APPROVAL IS REQUIRED.

DIRECTOR OF PUBLIC WORKS

BY: *V. P. Neuman*

THIS SUBDIVISION OF OAK GLEN PARK, UNIT 6, SAN ANTONIO 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 18th DAY OF Nov., A.D. 1963

THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO

BY: *Steve Day*  
CHAIRMAN  
SECRETARY

OCT 1 '64 VOL 5140 149

**APPRAISAL OF  
1214 AND 1302 MOREY PEAK**

**APPRAISAL IN A SUMMARY REPORT**

of the two lots located on the NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas

Parcel #: 1 and 2  
Project Name: 1214 and 1302 Morey Peak  
Property Owner: San Antonio Water System  
BCAD Parcel Number: 527362 and 491614  
Legal Description: NCB 11781 P-25 100 x 140 FT and NCB 13516 Block 3, Lot 18, Oak Glen Park, Unit 5 in Bexar County, Texas

**Submitted To:**

Ms. Sunny Burlew  
SAWS Corporate Real Estate  
San Antonio Water Systems  
P.O.Box 2449  
San Antonio, Texas 78298-2449

**Prepared By:**

**ATRIUM REAL ESTATE SERVICES**  
7805-A Bell Mountain Dr.  
Austin, Texas 78730

Effective Date of Appraisal:  
January 10, 2013





January 21, 2013

Ms. Sunny Burlew  
San Antonio Water Systems  
SAWS Corporate Real Estate  
P.O.Box 2449  
San Antonio, Texas 78298-2449

RE: Appraisal in a Summary Report of two lots located on the NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas.

Parcel #: 1 and 2  
Project Name: 1214 and 1302 Morey Peak  
Property Owner: San Antonio Water System  
BCAD Parcel #: 527362 and 491614  
Legal Description: NCB 11781 P-25 100 x 140 FT and NCB 13516 Block 3, Lot 18, Oak Glen Park, Unit 5 in Bexar County, Texas

Dear Ms. Sunny Burlew:

As requested, Lory R. Johnson has personally inspected the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property. The following appraisal and final estimate of value have been based upon the inspection of the properties and upon research into various factors which influence value. The effective date of this appraisal was January 10, 2013.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

**MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES** - The market value of fee simple interest in the subject property, as of January 10, 2013, was as follows:

**1214 Morey Peak: FIFTY TWO THOUSAND DOLLARS (\$52,000)**  
**1302 Morey Peak: FIFTY TWO THOUSAND DOLLARS (\$52,000)**

**Please note: These value conclusions are specifically limited by the *Assumptions and Limiting Conditions*, with emphasis on the *Extraordinary Assumptions* detailed at the beginning of this report.**

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you and the San Antonio Water Systems. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,  
**ATRIUM REAL ESTATE SERVICES**

A handwritten signature in blue ink that reads "Lory R. Johnson".

Lory R. Johnson, MAI, SR/WA  
President  
Texas Certified Appraiser #TX-1321640-G

## ***ASSUMPTIONS AND LIMITING CONDITIONS***

---

This appraisal report is subject to underlying assumptions and limiting conditions qualifying the information contained in the report as follows:

The valuation estimate applies only to the property specifically identified and described in the ensuing report.

Information and data contained in the report, although obtained from public record and other reliable sources and, where possible, carefully checked, is accepted as satisfactory evidence upon which rests the final expression of property value.

No legal survey has been commissioned by the appraisers; therefore, reference to a sketch, plat, diagram, or survey appearing in the report is only for the purpose of assisting the reader to visualize the property.

It is assumed that all information known to the client and relative to the valuation has been accurately furnished and that there are no undisclosed leases, agreements, liens, or other encumbrances affecting the use of the property.

Ownership and management are assumed to be competent and in responsible hands.

No responsibility beyond reason is assumed for matters of a legal nature, whether existing or pending.

Information identified as being furnished or prepared by others is believed to be reliable, but no responsibility for its accuracy is assumed.

Any appraiser, by reason of this appraisal, shall not be required to give testimony as an Expert Witness in any legal hearing or before any court of law unless justly and fairly compensated for such services.

By reason of the purpose of this appraisal and function of the report herein set forth, the value reported is only applicable to the property rights appraised and the appraisal report should not be used for any other purpose.

Information regarding toxic wastes or hazardous materials which might affect the subject property, has not been proved; thus, the existence of toxic waste which may or may not be present in the property, has not been considered. Soil or drainage tests have not been performed, nor have soil or drainage test results been provided. Therefore, it is assumed that there are no subsoil or drainage conditions which would adversely affect the subject or their final valuation. This report assumes no soil contamination exists within or on the subject site. The valuation is subject to modification if any such potentially hazardous materials were detected by a qualified expert in these areas. The appraisers reserve the right to modify this valuation if so warranted.

One (or more) of the signatories of this appraisal report is a member (or candidate) of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report.

## ***ASSUMPTIONS AND LIMITING CONDITIONS***

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No endangered species and endangered species natural habitats were evident upon site inspection. This report assumes that the subject is not encumbered by any environmental factors which would affect value. Typically, real estate appraisers are not qualified nor are they experts in detecting hazardous materials, radiological materials, archeological resources, etc., therefore, an expert in these fields should be consulted for opinions on these matters.

This appraisal report is based on the condition of local and national economies, purchasing power of money, and finance rates prevailing at the effective date of value.

### **EXTRAORDINARY ASSUMPTIONS**

We were provided ownership information. Using this information as well as additional information secured from the Bexar County Deed Records and the Bexar County Appraisal District, the size of the property and the legal description were established. All information provided is assumed to be correct and has been considered in the following valuation analysis.

## ***CERTIFICATION OF THE APPRAISERS***

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The undersigned do hereby certify that, to the best of our knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- we have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. The person signing this report has not performed any services regarding the subject property in the last three years.
- our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.
- Lory R. Johnson and Cynthia Craig have made a personal inspection of the property that is the subject of this report.
- Cynthia Craig provided significant real property appraisal assistance to the persons signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Lory R. Johnson has completed the requirements of the continuing education program of the Appraisal Institute.
- this appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions expressed herein.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the market data contained within this report, has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation, and validity.

### ***ATRIUM REAL ESTATE SERVICES***



Lory R. Johnson, MAI, SR/WA  
President  
*Texas Certified Appraiser #TX-1321640-G*

Date Signed: January 21, 2013

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## ***INTRODUCTION***

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**INTRODUCTION**

**SUBJECT PROPERTY PHOTOGRAPHS**



**AERIAL PHOTOGRAPH**

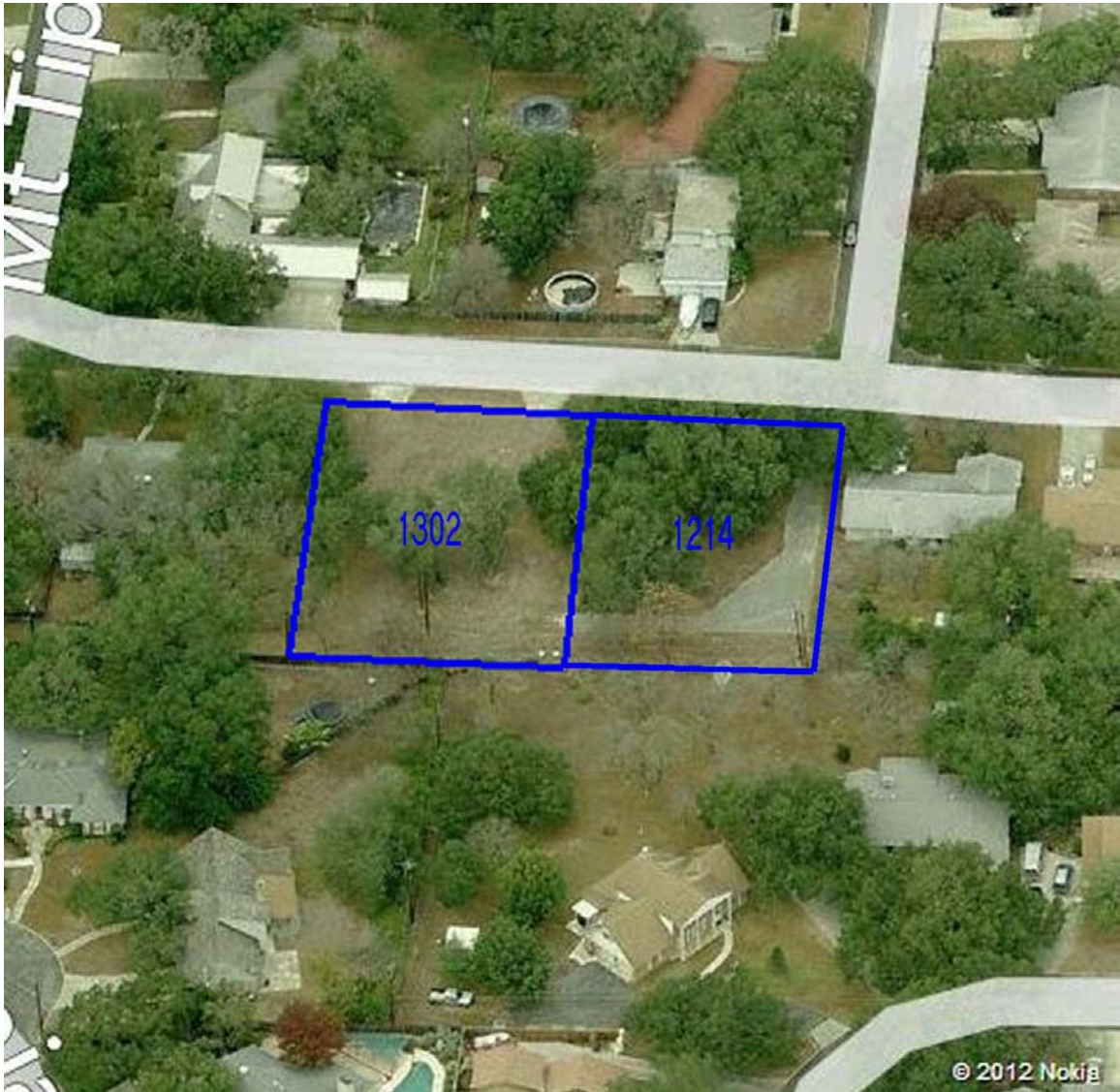
Source: San Antonio GIS

\*Blue: Whole Property Boundary (estimated by appraiser)

**INTRODUCTION**

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**SUBJECT PROPERTY PHOTOGRAPHS**



**BIRD'S EYE AERIAL PHOTOGRAPH**

Source: Bing  
\*Blue: Whole Property Boundary (estimated by appraiser)



**INTRODUCTION**

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**SUBJECT PROPERTY PHOTOGRAPHS**



View of the whole property looking south (1302 Morey Peak)

Date photo taken:  
01/10/13

View of the whole property looking southwest (1302 Morey Peak)



Date photo taken:  
01/10/13



View of the whole property looking southeast (1214 Morey Peak)

Date photo taken:  
01/10/13

**INTRODUCTION**

---

**SUBJECT PROPERTY PHOTOGRAPHS**



View of the whole property looking southwest (1214 Morey Peak)

Date photo taken:  
01/10/2013

Looking west along Morey Peak (subject on the left)



Date photo taken:  
01/10/2013



Looking east along Morey Peak (subject on the right)

Date photo taken:  
01/10/2013

## **INTRODUCTION**

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### **EXECUTIVE SUMMARY**

Location of Property: NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas

BCAD Parcel ID Number: 527362 and 491614

Property Rights Appraised: Fee simple interest

Highest and Best Use: As-if Vacant: Residential development  
As Improved: N/A

Size: 1302 Morey Peak: 0.3250 ±acres  
1214 Morey Peak: 0.3162 ±acres

Zoning: R-5; Residential Single Family District

Utilities: All utilities available

Shape: Basically rectangular

Easements: No known adverse easements.

Topography: Basically level to slightly sloping

Floodplain: ±0%

Improvements: Vacant land.

Type of Appraisal: Appraisal in a Summary Format

Effective Date of the Appraisal: January 10, 2013

Date of the Report: January 21, 2013

Value Estimate:

**1214 Morey Peak: FIFTY TWO THOUSAND DOLLARS (\$52,000)**

**1302 Morey Peak: FIFTY TWO THOUSAND DOLLARS (\$52,000)**

**Please note: This value conclusion is specifically limited by the *Assumptions and Limiting Conditions*, with emphasis on the *Extraordinary Assumptions* as detailed at the beginning of this appraisal report.**

## ***INTRODUCTION***

---

### **DATE OF VALUE**

The properties were inspected on January 10, 2013 with this date serving as the effective date of the appraisal.

### **OWNER CONTACT**

The current owner, San Antonio Water System, was given the opportunity to provide information and/or accompany the appraisers on an inspection of the subject property. The appraisers were given permission to inspect the property at any time. Lory R. Johnson and Cynthia Craig inspected the property on January 10, 2013 and were unaccompanied.

### **PURPOSE/INTENDED USE OF THE APPRAISAL**

The purpose of this appraisal is to estimate the market value of the fee simple interest of the subject whole property. The definitions of these value estimates are included herein. The client is the San Antonio Water Systems with the client being the only intended users of the report. Use of this report by others is not intended by the appraisers. This report is intended only for use in estimation of recommended compensation and it is understood that the opinions expressed in this report may be utilized for litigation purposes.

### **SCOPE OF WORK**

As outlined, the purpose of this appraisal is to estimate the market value of the fee simple interest of the subject whole property. We were provided ownership information. Using this information as well as additional information secured from the Bexar County Deed Records and the Bexar County Appraisal District, the size of the property and the legal description were established. All information provided is assumed to be correct and has been considered in the following valuation analysis.

In analyzing the area economy, data from the various sources including the Chamber of Commerce was obtained. In addition, we inspected the subject property and surrounding properties, analyzed the area and subject neighborhood, formulated an opinion regarding the highest and best use, made a search for comparable sales and listings, and all other available pertinent information used in developing an opinion of value. This data is based upon research into the Bexar County market. In all cases, the data is verified with buyer, seller, landlord, tenant, agent, and/or broker, and cross-checked through public records.

The subject property is vacant land.

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. However, because the subject properties are vacant land only, the Sales Comparison Approach is the only approach that has been developed herein.

This is an Appraisal in a Summary Report format which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

## ***INTRODUCTION***

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### **PROPERTY RIGHTS APPRAISED**

The property rights appraised are the fee simple interest in the whole subject property. Fee simple estate is an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>1</sup>

### **DEFINITION OF MARKET VALUE**

Market value, as used in this appraisal report, is defined as being:

"The price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."<sup>2</sup>

### **LEGAL DESCRIPTION**

The following legal description was obtained from the Bexar County Deed Records and is assumed to be correct. It has not been verified by legal counsel nor has an independent survey of the parcel been commissioned. Therefore, it is suggested that the legal description be verified before being used in a legal document or conveyance.

NCB 11781 P-25 100 x 140 FT and NCB 13516 Block 3, Lot 18, Oak Glen Park, Unit 5 in  
Bexar County, Texas.

### **HISTORY/CURRENT LISTING OF THE PROPERTY**

According to the Bexar County Deed Records, ownership of the properties is vested to San Antonio Water System who acquired ownership from Texas Commission on Environmental Quality on March 23, 2012 for an undisclosed consideration. This transfer is recorded in Document No. 20120055877. To our knowledge, the properties are not listed for sale and no offers or contracts are known to exist.

### **REAL ESTATE TAXES**

The subject properties are identified by the Bexar County Appraisal District as Tax ID# 527362 and 491614. The subject properties falls under the jurisdiction of various taxing authorities including Bexar County Road and Flood, San Antonio River Authority, Alamo Community College, University Health System, Bexar County, City of San Antonio, Northeast ISD, and the Bexar County Appraisal District. The 2012 assessed land value for 1302 Morey Peak was \$33,410 (\$2.36/SF). The 2012 assessed land value for 1214 Morey Peak was \$33,200 (\$2.41/SF). According to representatives of the Bexar County Tax Collector/Assessor's Office, as of the effective date of this appraisal, the subject properties have no delinquent taxes.

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<sup>1</sup> *The Appraisal of Real Estate, 13<sup>th</sup> Edition*, (Chicago: Appraisal Institute, 2008) pg. 114.

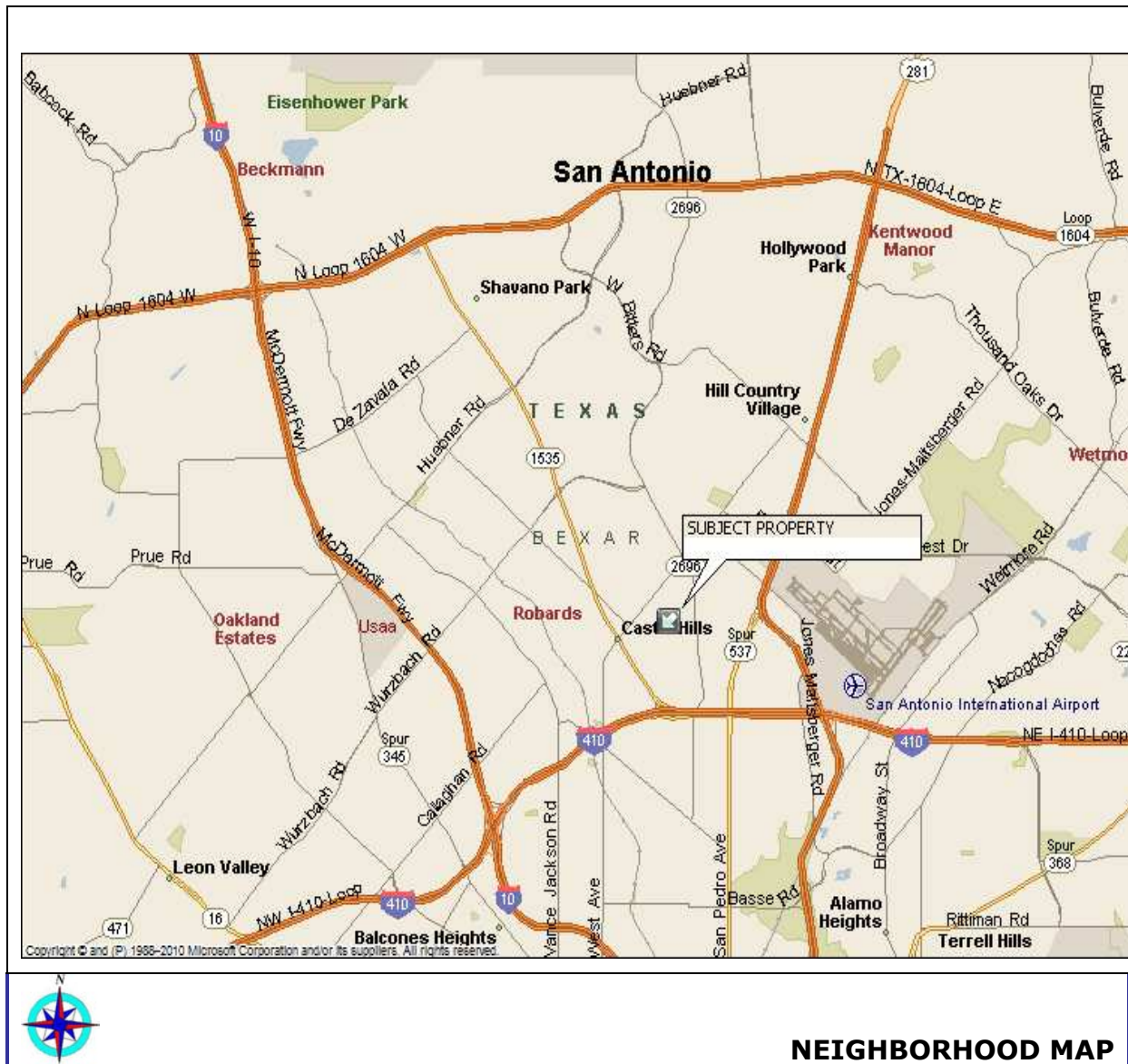
<sup>3</sup> *City of Austin vs. Cannizzo, et al.*, 267 S. W.2d 808,815 (1954)

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## ***DESCRIPTIONS***

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## NEIGHBORHOOD DESCRIPTION

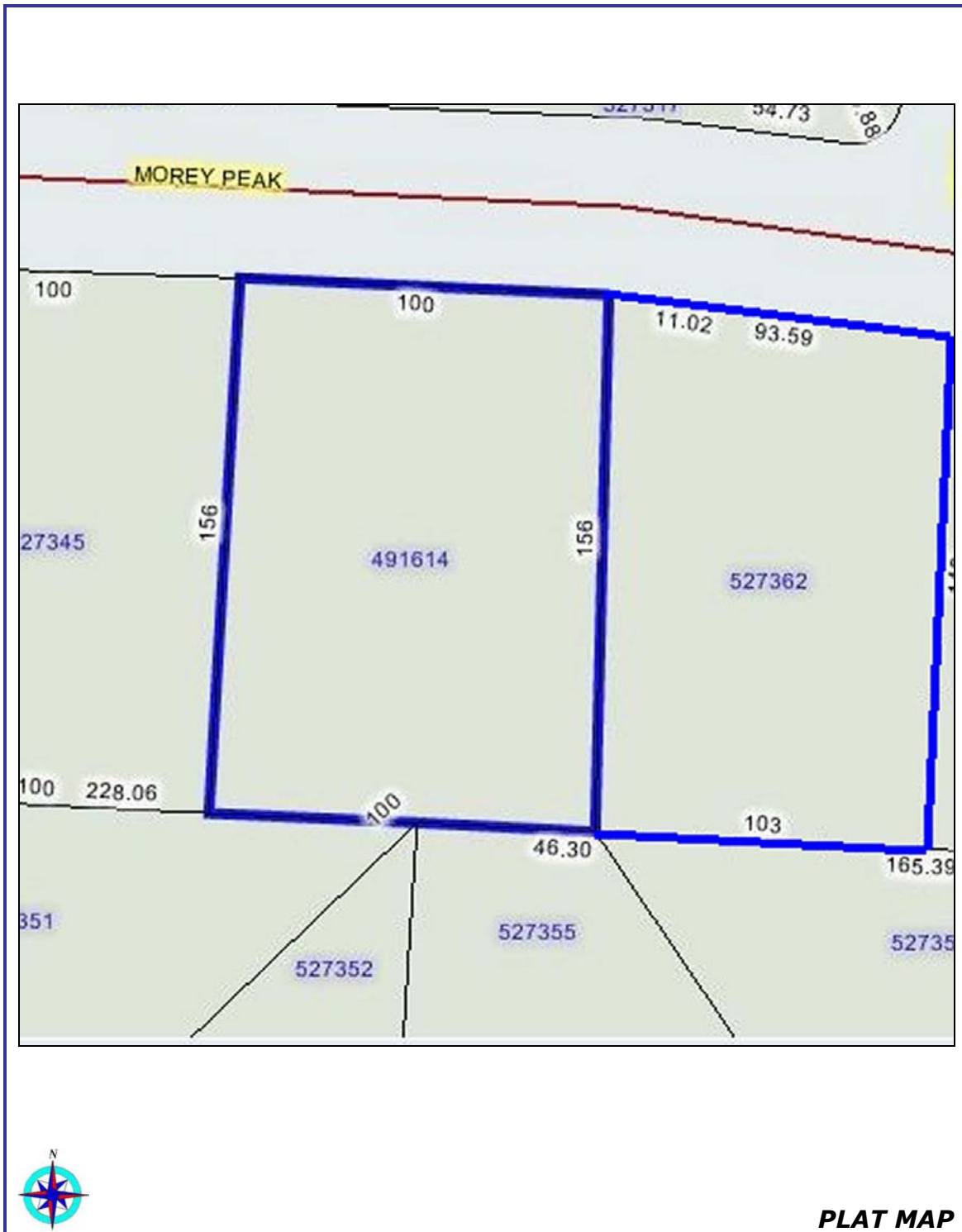


The subject properties are located on the NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas. The subject properties are located in the northern portion of San Antonio metropolitan area approximately 8 miles from downtown. The subject neighborhood can best be defined by the following boundaries: Loop 1604 to the north, NW Military Highway to the west, US Highway 281 to the east and Loop 410 to the south.

Primary access to the neighborhood is provided via Loop 1604, Loop 410 and US Highway 281 and numerous secondary thoroughfares. Other secondary thoroughfares in the area include NW Military Highway, Blanco Road and Wurzbach Parkway. Overall, the neighborhood has good access, and numerous secondary thoroughfares that provide access throughout the area.

Land uses within the neighborhood are somewhat varied. Single family housing is mostly along secondary carriers, while recent commercial development is concentrated along primary thoroughfares, including Loop 410, Loop 1604 and US Highway 281.

**SITE DESCRIPTION**

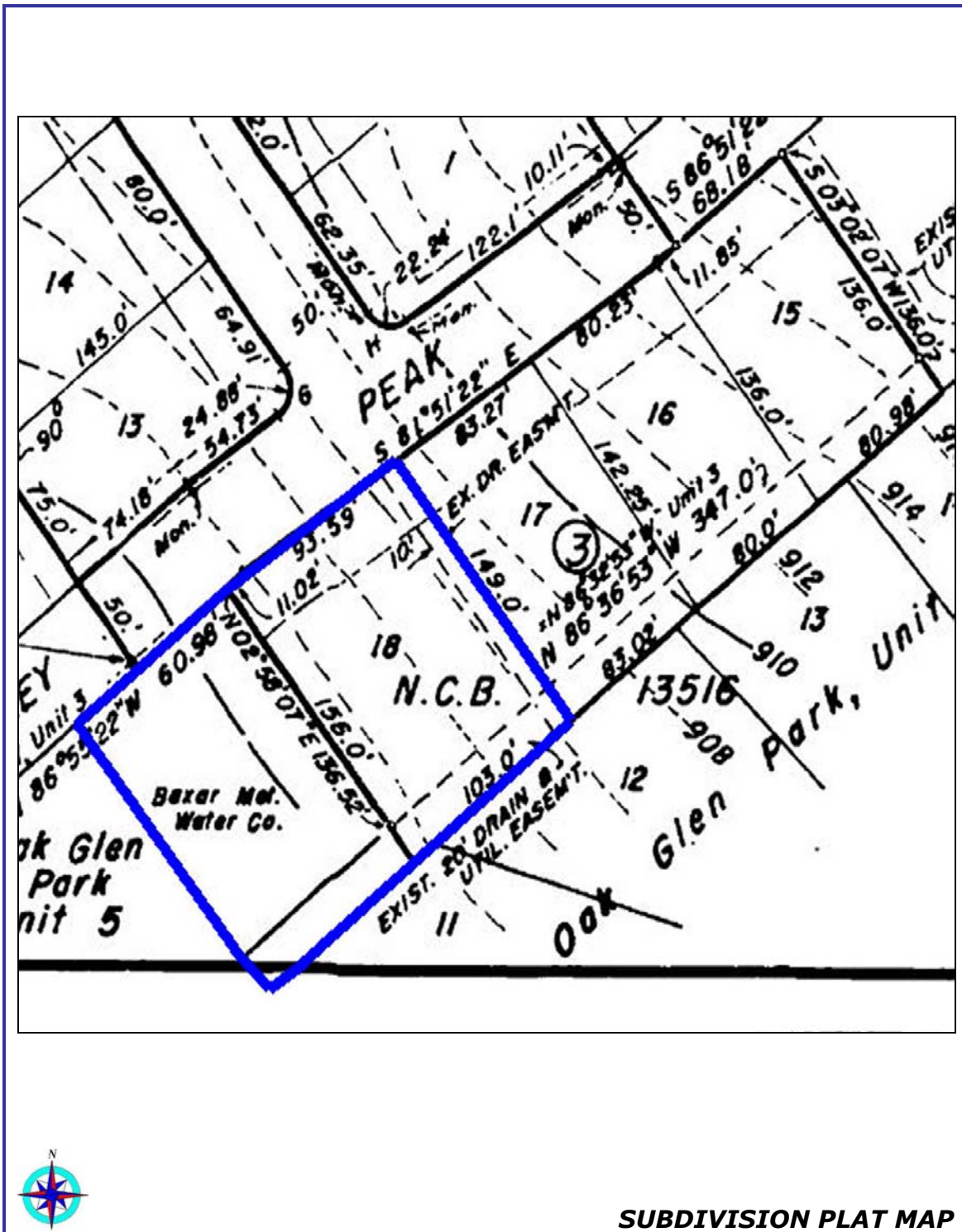


Source: BCAD

**PLAT MAP**



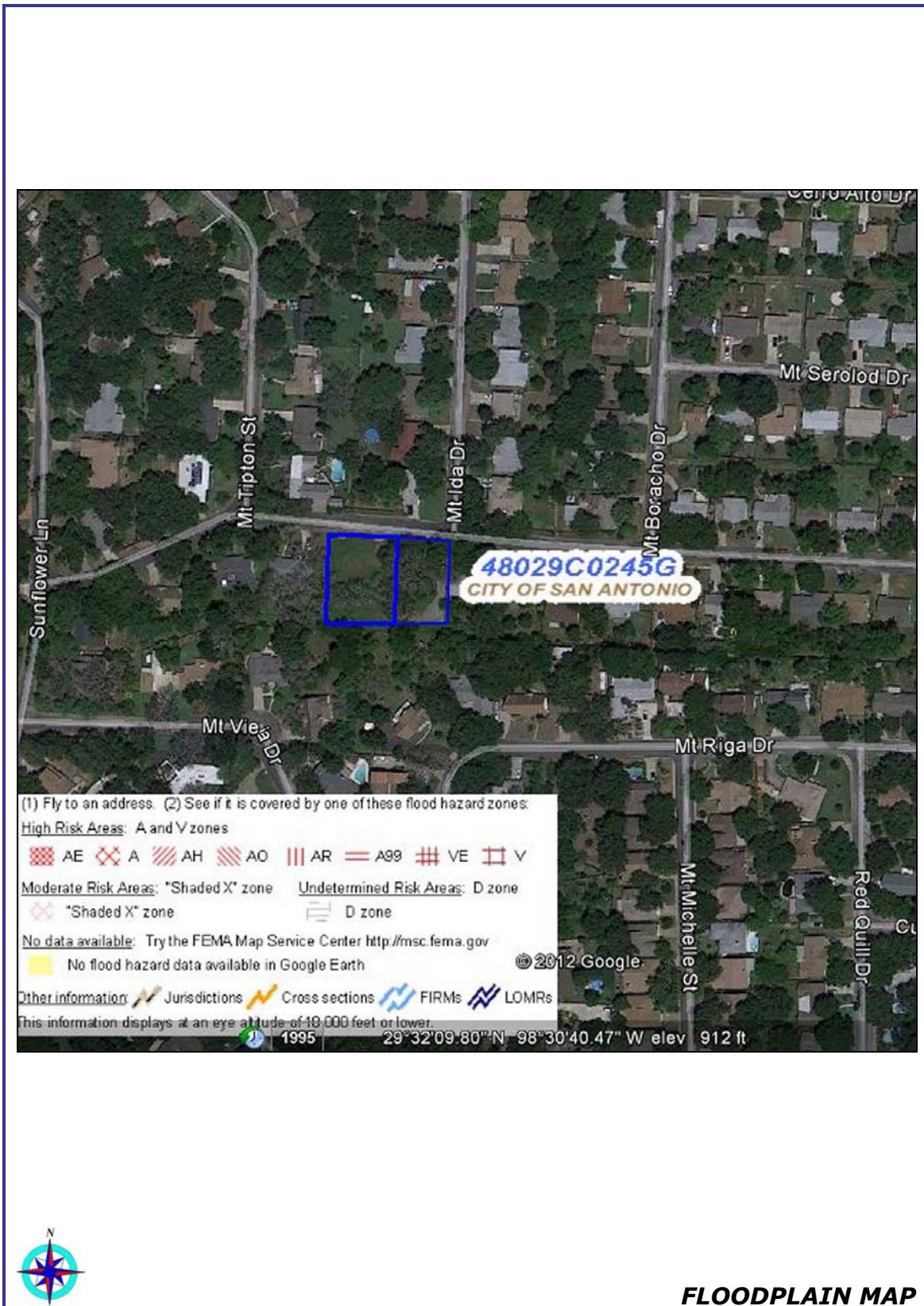
**SITE DESCRIPTION**



**SUBDIVISION PLAT MAP**

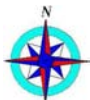
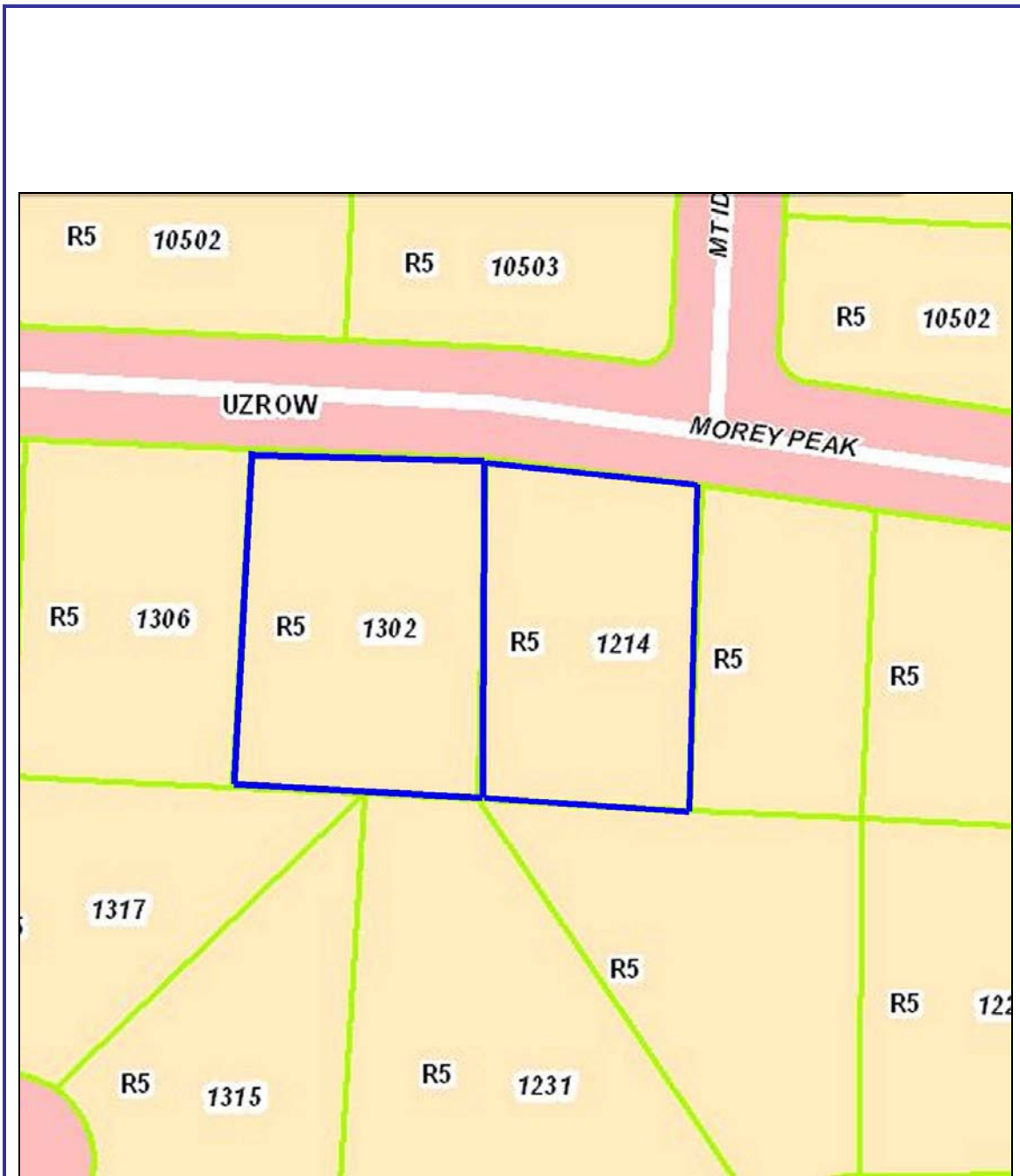
Source: Bexar County

**SITE DESCRIPTION**



Source: Google Earth

**SITE DESCRIPTION**



**ZONING MAP**

Source: City of San Antonio GIS  
\*Blue: Subject Tract

**SITE DESCRIPTION**



Source: City of San Antonio GIS  
 \*Blue: Subject Tract

## ***SITE DESCRIPTION***

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Location:	NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas
Size:	1302 Morey Peak: 0.3250 ±acres 1214 Morey Peak: 0.3162 ±acres
Shape:	Basically rectangular
Frontage:	1214 Morey Peak: ±105 feet 1302 Morey Peak: ±100 feet  Morey Peak in the vicinity of the subject is a residential street.
Access/Visibility:	The subject sites are accessible via Morey Peak and are afforded adequate visibility from this roadway.
Topography: Subsoil Conditions and Drainage:	Basically level to slightly sloping.  An engineering study to determine the soil and subsoil conditions has not been furnished. Upon inspection of the subject and surrounding improvements, soil conditions appear adequate to support development of the subject property with adequate engineering. Overall, drainage appears adequate.
Flood Plain:	The subject properties lie within the area mapped by Flood Insurance Rate Map Panel 48029C0245G, Bexar County, Texas Unincorporated and Incorporated Areas, dated September 2, 2009 as supplied by the Federal Emergency Management Agency. Based on this map and the Bexar County GIS, the subject appears to be located within Zone X, an area determined to be outside the 100 year floodplain. Based on a review of this map, ±0% of the site is within the floodplain.
Jurisdiction:	City of San Antonio.
Utilities:	All utilities available. CPS provides electricity and gas. San Antonio Water Systems provides water and wastewater service to the subject.
Additional Public Services:	Police, fire, and emergency medical services are provided by the City of San Antonio.
Zoning:	R-5; Residential Single Family District.

## ***SITE DESCRIPTION***

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Future Land Use:	According to the City of San Antonio Department of Planning and Community Development, the future land use for the subject property is Suburban Tier, which is based on the North Sector Plan portion of the City's Comprehensive Master Plan adopted by City Council on April 21, 2011.
Land Use Restrictions:	There are no known deed restrictions, either public or private, that would limit the utilization of the subject property. This statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examination by a competent attorney is recommended should any questions arise regarding restrictions.
Easements and Encumbrances:	No known adverse easements.
Environmental/Toxic Waste:	This appraisal report assumes no soil contamination exists within or on the subject property. Any environmental issues, including endangered species and endangered species natural habitats, which would pertain to the subject property are unknown. Typically, real estate appraisers are not qualified nor are they experts in detecting hazardous materials, radiological materials, archeological resources, etc.; therefore, an expert in these fields should be consulted for opinions on these matters. This report assumes no environmental hazards or special resources exist within or on the subject property.
Improvements:	Vacant land.
Surrounding Properties:	The subject properties are surrounded by vacant land and residential uses in the Castle Park subdivision.

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## ***ANALYSIS OF DATA***

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## **HIGHEST & BEST USE ANALYSIS**

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Highest and Best Use can be defined as: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>3</sup>

The highest and best use involves consideration of land use as though vacant, and as improved. The potential uses of the subject are affected by the real estate economic forces of the area and neighborhood. The available uses are restricted by four criteria including physically possible, legally permissible, financially feasible and maximally productive.

### **Highest and Best Use, As If Vacant**

#### **Physically Possible**

The first constraint is dictated by the physical attributes of the property itself. The subject property is located on the NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas. 1214 Morey Peak contains 0.3162 acres and 1302 Morey Peak contains 0.3250 acres. The sites are basically level to slightly sloping and are basically rectangular in shape. According to available maps, ±0% of the sites are located within the floodplain. The subject properties currently have all utilities available. Therefore, based on the physical characteristics of the site, there are no significant detriments to the sites.

#### **Legally Permissible**

Legal restrictions, as they apply to the subject are private restrictions such as easements, and public restrictions such as zoning. There are no known deed restrictions which would significantly limit the development alternatives of the property. As previously mentioned, there are no known adverse easements. In consideration of zoning, the subject properties are zoned R-5; Residential Single Family District.

Also considered within the context of Legally Permissible is conformity with surrounding properties. "Conformity is the appraisal principle that holds that real property value is created and sustained when the characteristics of a property conform to the demands of the market."<sup>4</sup> The principle of conformity can also greatly influence the determination of highest and best use. This principle states that the best use of the site is made when the use is reasonably similar to surrounding land uses so that there is no abrupt or inappropriate change from one category to another.

As discussed in the *Neighborhood Description* section, both commercial and residential development is located throughout the neighborhood. The subject properties are vacant land. They are surrounded by vacant land and residential uses and are located within a residential subdivision.

In summary, the legally permissible component of the highest and best use analysis is considered to point toward residential development due to zoning, future land use, compatibility and surrounding uses.

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<sup>3</sup> *The Appraisal of Real Estate, 13<sup>th</sup> Edition*, (Chicago: Appraisal Institute, 2008), p.277.

<sup>4</sup> *The Appraisal of Real Estate, 13<sup>th</sup> Edition*, (Chicago: Appraisal Institute, 2008), p.41.



## ***HIGHEST & BEST USE ANALYSIS***

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### **Financially Feasible and Maximally Productive**

This section requires that the forces of supply and demand be in balance, and that the property developed will provide sufficient income to return profit to the land. In this instance, a residential development is considered to be the most reasonable use of the site and will generate the highest return to the land.

### **Highest and Best Use Conclusion, As If Vacant**

Considering all of the factors which influence highest and best use, it is our opinion that the subject sites, if vacant, would most likely be put to residential development in accordance with market demand.

### **Highest and Best Use Conclusion, As If Improved**

The subject properties are vacant land.

## ***APPRAISAL PROCESS***

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In estimating the value of real property, there are three recognized approaches or techniques that, when applicable, can be used to process the data considered significant to each into separate value indications. In all instances the experience of the appraisers, coupled with objective judgment, plays a major role in arriving at the conclusions of indicated value from which the final estimate of value is made.

The three approaches are commonly known as:

**The Cost Approach** - An estimate of the present reproduction cost of the improvements, less accrued depreciation, plus land value. Depreciation includes all loss in value of the improvements due to physical deterioration, functional obsolescence, and economic obsolescence.

**The Sales Comparison Approach** - Comparison with similar properties that have sold in the market. This Approach can be applied to land alone or to improved properties.

**Income Capitalization Approach** - Capitalization of the net income that the property can produce. This Approach is applicable only to income producing properties.

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. However, because the subject properties are vacant land, the Sales Comparison Approach is the only approach that has been developed herein.

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## ***THE SALES COMPARISON APPROACH***

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## ***THE SALES COMPARISON APPROACH***

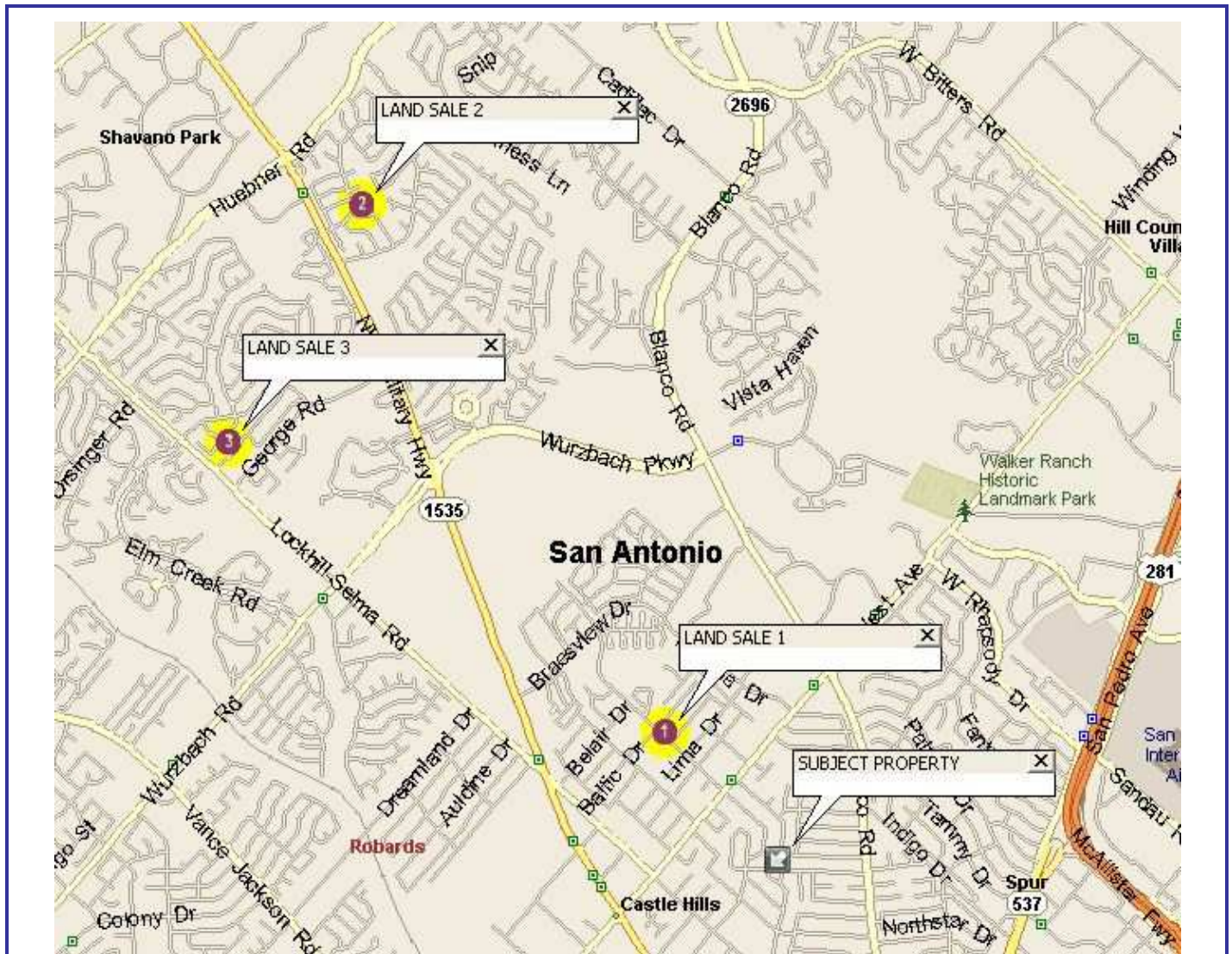
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The Sales Comparison Approach will be utilized to estimate the fee simple value of the subject site. This approach is considered the most valid indicator in estimating the market value of unimproved land not typically leased in the marketplace. In valuing property via this approach, as many land sales as possible are gathered and the most comparable are used for comparison. Since properties are seldom identical, the comparable sales must be adjusted to the subject for differences in time, location, and physical characteristics to indicate a value for the subject tract.

When valuing real estate via the Sales Comparison Approach, the subject and comparables must be broken down into units of comparison. Units of comparison for vacant land include price per front foot, price per lot, price per acre (buildable or total), price per square foot (buildable or total) and price per buildable unit. The method of comparison is based on the method typically used to purchase vacant tracts in a given area. The price per Lot appears prevalent in the area and will be the unit of comparison in our valuation of the subject site.

In undertaking our research efforts, we made a diligent search of the subject's neighborhood for properties that had sold or that were under contract. Our research included searching for vacant land tracts that exhibited similar characteristics. Included on the following page is a summary of the documented land sales that have been used in estimating the value of the subject. A location map has also been included.

**THE SALES COMPARISON APPROACH**



**LAND SALES MAP**

LAND SALES SUMMARY				
#	LOCATION	DATE OF SALE	\$/Lot	LAND SIZE (ACRE)
1	NEL Larkspur, between Baltic Dr. and Amhurst Dr. (1711 Larkspur), San Antonio, Bexar County	09/28/12	\$50,000	±0.2342
2	SL of Ivy Oak Court, west of Vantage Hill Dr. (2806 Ivy Oak Court), San Antonio, Bexar County	09/12/11	\$45,000	±0.2101
3	Terminus of Elys Path, northwest of George Rd. (3210 Elys Path), San Antonio, Bexar County	03/24/11	\$53,000	±0.1873
Subject	NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas			0.3250 acres and 0.3162 acres

Source: Atrium Real Estate Services 01/2013

## **THE SALES COMPARISON APPROACH**

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### **LAND SALE NO. 1**

#### **Property Identification**

**Record ID**  
**Property Type** Residential  
**Address** NEL of Larkspur, Between Baltic Dr. and Amhurst Dr. (1711 Larkspur), San Antonio, Bexar County, Texas 78213  
**Tax ID** R490668  
**Map Page/Grid** 550-B4

#### **Sale Data**

**Grantor** Jessie M. Lawson  
**Grantee** Felipe Carillo and Eva Corona  
**Sale Date** September 28, 2012  
**Deed Book/Page** 20120191430  
**Financing** Conventional  
**Deed Reviewed** 1/2/13 CCC; Date Inspected 1/6/13 LRJ/CCC  
**Verification** Sylvia Sprout, Broker (210) 736-1181, January 2, 2013;  
Other source: MLS #959327; Confirmed by CCC

**Sale Price** \$50,000

#### **Land Data**

**Zoning** R-5  
**Topography** Basically level  
**Utilities** All available  
**Shape** Rectangular  
**Flood Info** None  
**Easements** No negative noted  
**Improvements** None  
**Intended/Current Use** Residential/Vacant

#### **Land Size Information**

**Gross Land Size** 0.2342 Acres or 10,202 SF  
**Front Footage** Larkspur: +/- 85 feet

#### **Indicators**

**Sale Price/Gross Acre** \$213,492  
**Sale Price/Gross SF** \$4.90

#### **Legal Description**

Lot 26, Block 27, New City Block 11743, W.B. Read Property, City of San Antonio, Bexar County, Texas.

#### **Remarks**

Property was purchased for residential development and was vacant at the time of sale. None of the property is located within the designated floodplain area. The subject has an AHOD Overlay (Airport Hazard Overlay District).

**THE SALES COMPARISON APPROACH**

**LAND SALE NO. 1 (CONT.)**



## **THE SALES COMPARISON APPROACH**

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### **LAND SALE NO. 2**

#### **Property Identification**

**Record ID**  
**Property Type** Residential  
**Address** SL of Ivy Oak Court, E of Vantage Hill Dr. (2806 Ivy Oak Court), San Antonio, Bexar County, Texas 78231  
**Tax ID** R685819  
**Map Page/Grid** 515-E7

#### **Sale Data**

**Grantor** Emma Lara Esquivel  
**Grantee** Ruth W. Garner  
**Sale Date** September 12, 2011  
**Deed Book/Page** 20110163414  
**Financing** Conventional  
**Deed Reviewed** 01/02/13 CCC; Date Inspected 1/6/13 LRJ/CCC  
**Verification** Felice Webb, Broker, (210) 415-4512, January 2, 2013; Other source: MLS #907942; Confirmed by CCC

**Sale Price** \$45,000

#### **Land Data**

**Zoning** R-6  
**Topography** Basically level  
**Utilities** All available  
**Shape** Irregular  
**Flood Info** None  
**Easements** No negative noted  
**Improvements** None  
**Intended/Current Use** Residential/Vacant

#### **Land Size Information**

**Gross Land Size** 0.2101 Acres or 9,152 SF  
**Front Footage** Ivy Oak Court: +/- 83 feet

#### **Indicators**

**Sale Price/Gross Acre** \$214,184  
**Sale Price/Gross SF** \$4.92

#### **Legal Description**

Lot 19, Block 3, Oak Meadow, Unit 1, City of San Antonio, Bexar County, Texas.

#### **Remarks**

Property was purchased for residential development and was vacant at the time of sale. The subject is located in a cul-de-sac. None of the property is located within the designated floodplain area. The subject has an AHOD Overlay (Airport Hazard Overlay District).



**THE SALES COMPARISON APPROACH**

**LAND SALE NO. 2 (CONT.)**



## **THE SALES COMPARISON APPROACH**

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### **LAND SALE NO. 3**

#### **Property Identification**

**Record ID**  
**Property Type** Residential  
**Address** Terminus of Elys Path, NW of George Rd. (3210 Elys Path),  
San Antonio, Bexar County, Texas 78231  
**Tax ID** R1047863  
**Map Page/Grid** 549-D2

#### **Sale Data**

**Grantor** Sergeli Properties, LLC  
**Grantee** Gia Group, LLC  
**Sale Date** March 24, 2011  
**Deed Book/Page** 20110050787  
**Financing** Conventional  
**Deed Reviewed** 1/2/2013 CCC; Inspected 1/6/2013, CCC/LRJ  
**Verification** Elizabeth Kennedy, Broker, 210-825-6936, January 10, 2013;  
Other source: MLS #859072; Confirmed by CCC

**Sale Price** \$53,000

#### **Land Data**

**Zoning** R-6  
**Topography** Basically level  
**Utilities** All available  
**Shape** Irregular  
**Flood Info** None noted  
**Easements** No negative noted  
**Improvements** None  
**Intended/Current Use** Residential/Vacant

#### **Land Size Information**

**Gross Land Size** 0.1873 Acres or 8,159 SF  
**Front Footage** Elys Path: +/- 90 feet

#### **Indicators**

**Sale Price/Gross Acre** \$282,968  
**Sale Price/Gross SF** \$6.50

#### **Legal Description**

Lot 3, Block 4, New City Block 16977, La Scala Subdivision, City of San Antonio, Bexar County, Texas.

#### **Remarks**

Property was purchased for residential development and was vacant at the time of sale. The subject is located in a cul-de-sac. None of the property is located within the designated floodplain area.

***THE SALES COMPARISON APPROACH***

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**THE SALES COMPARISON APPROACH**

LAND SALES SUMMARY					
#	LOCATION	DATE OF SALE	\$/Lot	SIZE (ACRE)	COMMENTS
1	NEL Larkspur, between Baltic Dr. and Amhurst Dr. (1711 Larkspur), San Antonio, Bexar County	09/28/12	\$50,000	±0.2342	Property was purchased for residential development and was vacant at the time of sale. None of the property is located within the designated floodplain area. The subject has an AHOD Overlay (Airport Hazard Overlay District).
2	SL of Ivy Oak Court, west of Vantage Hill Dr. (2806 Ivy Oak Court), San Antonio, Bexar County	09/12/11	\$45,000	±0.2101	Property was purchased for residential development and was vacant at the time of sale. The subject is located in a cul-de-sac. None of the property is located within the designated floodplain area. The subject has an AHOD Overlay (Airport Hazard Overlay District).
3	Terminus of Elys Path, northwest of George Rd. (3210 Elys Path), San Antonio, Bexar County	03/24/11	\$53,000	±0.1873	Property was purchased for residential development and was vacant at the time of sale. The subject is located in a cul-de-sac. None of the property is located within the designated floodplain area.
Subject	NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas			0.3250 acres and 0.3162 acres	The site has all utilities available. ±0% of the site is in the 100-year flood plain. The subject property is vacant land.

Source: Atrium Real Estate Services 01/2013

## **THE SALES COMPARISON APPROACH**

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### **THE ADJUSTMENT PROCESS**

In order to narrow the range of sale prices indicated by the comparable sales, adjustments will be made to the sales for differing characteristics. The adjustments will be applied based on the number of rating categories of difference between the comparable sale and the subject. For example, a slightly inferior rated sale differs from the subject by one rating category, while an inferior rated sale differs from the subject by two rating categories. The adjustment process will begin with a discussion of the property rights.

**Property Rights Conveyed** - The transaction price of a sale is always based on the real property interest conveyed. In this instance, an adjustment for this attribute is not considered necessary.

**Terms of Sale/Financing** - The sales price of a property may differ from that of an identical property due to different financing terms. An adjustment for cash equivalency is not warranted.

**Conditions of Sale** - This category reflects the motivations of the buyer and seller. In many instances, the conditions surrounding a sale can greatly impact the final sales price. No adjustments for conditions of sale appear to be warranted.

**Market Conditions/Time** - The sale comparables utilized in the present analysis ranged in date of sale from 03/24/11 to 09/28/12. Considering the general market conditions, no adjustment for market conditions is considered warranted.

**Location** - The following Table summarizes the location ratings:

LOCATION RATINGS		
Sale	Location	Rating
1	NEL Larkspur, between Baltic Dr. and Amhurst Dr. (1711 Larkspur), San Antonio, Bexar County	Similar/0.0
2	SL of Ivy Oak Court, west of Vantage Hill Dr. (2806 Ivy Oak Court), San Antonio, Bexar County	Similar/0.0
3	Terminus of Elys Path, northwest of George Rd. (3210 Elys Path), San Antonio, Bexar County	Superior/1.0
<i>Subject</i>	NL of Morey Peak, between Mount Tipton and Mount Ida (1214 and 1302 Morey Peak), San Antonio, Texas	

Based on the general location characteristics of the properties, an adjustment for location appears necessary. Considering the general locational differences of the comparables, an adjustment of 10% per rating category has been applied. These adjustments are considered sufficient to account for the locational differences between the sales and the subject property.

#### **Physical Characteristics:**

Included in the physical characteristics adjustments are various categories including size of properties, improvements on the property, frontage, entitlements, easements, topography, utilities, flood plain, zoning, etc. The following summarizes those characteristics which require adjustment.

## **THE SALES COMPARISON APPROACH**

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**Size:** The sizes of the whole properties are 0.3250 acres and 0.3162 acres while the sales range in size from  $\pm 0.2101$  acres to  $\pm 0.2342$  acres. Based on the variation in size of the properties, an adjustment for size appears necessary. As such, the sales have been adjusted 10% per doubling. These adjustments are considered to be sufficient to account for the size differences between the sales and the subject properties.

SIZE RATINGS		
Sale	Size	Rating/Doubling
1	$\pm 0.2342$ acres	Inferior/0.5
2	$\pm 0.2101$ acres	Inferior/0.5
3	$\pm 0.1873$ acres	Inferior/1.0
<i>Subject</i>	0.3250 acres and 0.3162 acres	-----

**Floodplain/Topography:** The subject tract is basically level to slightly sloping and  $\pm 0\%$  of the site is within the flood plain. None of the sales are located in the flood plain. As such, all of the sales are considered to be similar to the subject and no adjustment is necessary.

**Zoning:** The subject property is R-5; Residential Single Family District. All of the sales are considered to be similar to the subject and no adjustment for zoning is considered necessary.

**Utilities:** The subject property currently has all utilities available. All of the sales are considered to be similar to the subject and no adjustment for utilities is considered necessary.

**Corner:** The subject property is not located on a corner. All sales are considered to be similar to the subject for this characteristic and did not require an adjustment.

**Other Characteristics:** Sale 2 is located on a cul-de-sac street and is considered superior for this characteristic. As such, Sale 2 has been adjusted downward -5%. No additional adjustments were considered necessary. The following adjustment grids illustrate the adjustments applied to the sales.

**THE SALES COMPARISON APPROACH**

**1214 Morey Peak**

**VALUATION GRID**

**Representative Comparable Sales**

Subject		Comp No 1	Comp No 2	Comp No 3
Grantor		Jessie Lawson	Emma Lara Esquivel	Sergeli Properties, LLC
Grantee		Felipe Carillo and Eva Corona	Ruth Garner	Gia Group, LLC
Date of Sale	01/10/2013 Effective date	9/28/2012	9/12/2011	3/24/2011
Relative Location	1214 Morey Peak	1711 Larkspur	2806 Ivy Oak Court	3210 Elys Path
Size (acres)	0.3162	0.234	0.210	0.187
Unit Price	\$/SF	\$50,000	\$45,000	\$53,000
Property Rights		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Financing		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Conditions of Sale		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Market Conditions/Time		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Location Adjustment		0%	0%	-10%
Physical Adjustment				
Size adjustment	13,774 SF	+5%	+5%	+10%
Flood/Topo adjustment		0%	0%	0%
Zoning adjustment		0%	0%	0%
Utilities Adjustment		0%	0%	0%
Corner Adjustment		0%	0%	0%
Other Adjustment		0%	-5%	0%
Net Location & Physical Characteristics Adjustment		+5%	0%	0%
	Indicated Unit Value	\$52,500	\$45,000	\$53,000
Estimated Unit Value	\$52,000			\$52,000

**Reconciliation and Value Estimate**

In estimating the fee simple value of the subject via this approach, three sales were considered. These data were analyzed and adjusted, suggesting a value estimate for the subject property between \$45,000/Lot and \$53,000/Lot. For purposes of this analysis, a reconciled indicated unit estimate of \$52,000/Lot has been utilized.

The following outlines our estimate of the market value of the fee simple interest in the subject property, as if vacant:

**FIFTY TWO THOUSAND DOLLARS  
(\$52,000)**

**THE SALES COMPARISON APPROACH**

**1302 Morey Peak**

**VALUATION GRID**

**Representative Comparable Sales**

Subject		Comp No 1	Comp No 2	Comp No 3
Grantor		Jessie Lawson	Emma Lara Esquivel	Sergeli Properties, LLC
Grantee		Felipe Carillo and Eva Corona	Ruth Garner	Gia Group, LLC
Date of Sale	01/10/2013 Effective date	9/28/2012	9/12/2011	3/24/2011
Relative Location	1302 Morey Peak	1711 Larkspur	2806 Ivy Oak Court	3210 Elys Path
Size (acres)	0.3250	0.234	0.210	0.187
Unit Price	\$/SF	\$50,000	\$45,000	\$53,000
Property Rights		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Financing		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Conditions of Sale		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Market Conditions/Time		0%	0%	0%
Adjusted \$SF		\$50,000	\$45,000	\$53,000
Location Adjustment		0%	0%	-10%
Physical Adjustment				
Size adjustment	14,157 SF	+5%	+5%	+10%
Flood/Topo adjustment		0%	0%	0%
Zoning adjustment		0%	0%	0%
Utilities Adjustment		0%	0%	0%
Corner Adjustment		0%	0%	0%
Other Adjustment		0%	-5%	0%
Net Location & Physical Characteristics Adjustment		+5%	0%	0%
	Indicated Unit Value	\$52,500	\$45,000	\$53,000
Estimated Unit Value	\$52,000			\$52,000

**Reconciliation and Value Estimate**

In estimating the fee simple value of the subject via this approach, three sales were considered. These data were analyzed and adjusted, suggesting a value estimate for the subject property between \$45,000/Lot and \$53,000/Lot. For purposes of this analysis, a reconciled indicated unit estimate of \$52,000/Lot has been utilized.

The following outlines our estimate of the market value of the fee simple interest in the subject property, as if vacant:

**FIFTY TWO THOUSAND DOLLARS  
(\$52,000)**



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## ***RECONCILIATIONS & QUALIFICATIONS***

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## ***RECONCILIATION OF VALUE INDICATIONS***

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In the preceding sections of this report, an indication of the subject's market value was estimated. In the analysis of the subject property the Cost, Sales Comparison and Income Capitalization Approaches were considered. However, because the subject properties are vacant land only, the Sales Comparison Approach is the only approach that has been developed herein.

**MARKET VALUE ESTIMATE** - The fee simple interest market value for the subject properties, as of January 10, 2013, was as follows:

**1214 Morey Peak: FIFTY TWO THOUSAND DOLLARS (\$52,000)**

**1302 Morey Peak: FIFTY TWO THOUSAND DOLLARS (\$52,000)**

**Please note: These value conclusions are specifically limited by the *Assumptions and Limiting Conditions*, with emphasis on the *Extraordinary Assumptions* detailed at the beginning of this report.**

## **QUALIFICATIONS OF LORY R. JOHNSON**

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### **ASSOCIATIONS/STATE CERTIFICATIONS**

Texas Certified General Real Estate Appraiser #TX-1321640-G  
Member of the Appraisal Institute (MAI) #09346  
Member of Austin Chapter of the Appraisal Institute  
President of the Austin Chapter of the Appraisal Institute, 2002  
Board of Director/Officer of the Austin Chapter of the Appraisal Institute  
Chair of the Education Committee of the Austin Chapter of the Appraisal Institute  
Region VII Representative/Nominations Committee - Appraisal Institute  
Region VIII Regional Ethics & Counseling Panel - Appraisal Institute  
Member of the General Demonstration Reports Subcommittee - Appraisal Institute  
Member of the International Right of Way Association, Chapter #74  
Director Austin IRWA Chapter #74  
Atrium Real Estate Services Employer of the Year Austin IRWA Chapter #74  
President of the Austin IRWA Chapter #74, 2010  
President Elect of the Austin IRWA Chapter #74  
Vice President of the Austin IRWA Chapter #74  
Secretary of the Austin IRWA Chapter #74  
Professional of the Year Austin IRWA Chapter #74  
Treasurer of the Austin IRWA Chapter #74  
Chair of the Newsletter Committee - Austin IRWA Chapter #74  
Chair of Valuation Committee - Austin IRWA Chapter #74  
Designated Member of the Austin Board of Realtors  
Texas Real Estate Broker's License #354928

### **EDUCATION**

Bachelor of Science Degree, Ag Economics, Texas A&M University, 1986  
Graduate courses in the Masters of Business Administration program, St. Edwards University  
Numerous Appraisal Institute professional courses as well as a large variety of real estate appraisal related continuing education courses and seminars completed.

### **PROFESSIONAL BACKGROUND**

- \* October 1991 to present: President of Atrium Real Estate Services, a full service commercial and residential real estate appraisal and consulting company.
- \* Nov 1986 to August 1991: Appraiser w/commercial appraisal firms in Austin area.

Appraisal background includes consulting, analysis and valuation of various commercial properties including special purpose properties, vacant land, and various properties for eminent domain purposes including single and multi-parcel right of way expansion and multi-parcel easement acquisition projects. Easement valuations on numerous property types of various easement interests (conservation, temporary construction, ingress/egress, utility, subsurface, drainage, inundation, etc.) have also been completed. In addition, numerous appraisals of single family residential properties associated with federal flood buy-out programs on multi-parcel projects have been accomplished. Also, comprehensive desk and/or field reviews have been completed on numerous residential and commercial properties as well as counseling and expert testimony in regards to consulting assignments and litigation support services.