

SOLICITATION NO: R-13-025-DB

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

2518 S.W. 21st Street

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

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
2518 S.W. 21st Street
R-13-025-DB**

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) June 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 June 14, 2013**. Answers to the questions will be posted to the web site by **5:00 PM (CT) each Friday until bid opening on June 17, 2013**, as part of supplemental information.

DESCRIPTION:

Field Notes describing a 2.554 acre tract of land, being out of and part of a remaining portion of a 2.387 acre tract, Tract “B”, as described in Volume 642, page 313, Plat Records of Bexar County, Texas. Also, being out of and part of a remaining portion of a 0.167 acre tract, Tract “D”, as described in Volume 642, Page 313, Plat Records of Bexar County, Texas, Said 2.554 acre tract of land, being more particularly described in Exhibit “A” attached.

LOCATION:

The property is a irregularly shaped parcel extending southwest of the intersection of General Hudnell Dr. and Kirk Place in the southwest quadrant of San Antonio. Located on MAPSCO, page 649 grid E1.

Sealed bids are to be submitted on SAWS’ bid documents. **The bid documents contain the terms and conditions under which the property will be conveyed and prospective bidders should familiarize themselves with these bid documents. Such terms and conditions may include reservations of easement rights and water rights to the property.** Bid documents, property information and forms may be viewed and downloaded from SAWS’ website located at **WWW.SAWS.ORG/PROPERTY**, select **THIS** property, then click on the **Purchasing Agreement and Bidding Documents** link in the box on the right-hand side of the page. For difficulties downloading the bid package, or viewing answers to questions, contact David Benites at 210-233-3849, 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.**

Barrera Land Surveying

7715 Mainland Drive, Suite 114
San Antonio, Texas 78250
(210) 444-9023
(210) 444-9479 (fax)
dbinsatx@yahoo.com

STATE OF TEXAS

COUNTY OF BEXAR

LEGAL DESCRIPTION

For
2.554 Acre Tract

FIELD NOTES describing a 2.554 acre tract of land, being out of and part of a remaining portion of a 2.387 acre tract, Tract "B", as described in Volume 642, Page 313, Plat Records of Bexar County, Texas. Also, being out of and part of a remaining portion of a 0.167 acre tract, Tract "D", as described in Volume 642, Page 313, Plat Records of Bexar County, Texas. Said 2.554 acre tract of land, being more particularly described as follows:

- BEGINNING:** At a found ½" steel rod on the easterly right-of-way line of Southwest 21st Street for the northwest corner of said 2.554 acre tract;
- THENCE:** N 61°01'37" E, a distance of 23.31 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** S 60°13'00" E, along the south right-of-way line of West Kirk Street, a distance of 436.64 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** S 36°15'13" W, a distance of 235.00 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** N 83°28'04" W, a distance of 301.98 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** N 06°16'09" W, along the west right-of-way line of Southwest 21st Street, a distance of 362.92 feet, to the **POINT OF BEGINNING.**

Containing 2.554 acres of land (111,273 SQ.FT.) more or less.
Survey prepared this date.

Date: 1-29-13



David Barrera, R.P.L.S. No. 5286



Job No. 007-13

2518 S.W. 21st STREET
BIDDER'S CHECKLIST

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

- Deliver to SAWS in the bid package:

- 1) The Agreement (pages 1-11 plus all exhibits) with page 9 of the Agreement signed before a Notary Public. Also complete the information required in Section 23 of the Agreement.
- 2) Do not copy more than one page on a sheet of paper ----- no front and back copying.
- 3) Exhibit B signed --
- 4) Bid Deposit in the form of a cashier's check made payable to San Antonio Water System.
- 5) The bid package will consist of items 1, 2, 3 and 4 listed above, which should be enclosed in a sealed envelope, labeled “Bid for Purchase of SAWS Land – 2518 21st Street”.
- 6) 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, June 14, 2013**) as set forth in Section 5 of the Agreement.

If you have any questions or concerns, contact David Benites in the SAWS Contracting Department at 210-233-3849

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
2518 S.W. 21 St.
SAWS BID SOLICITATION NO. R-13-025-DB

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:

The 2.554 acre, more or less, tract of land located in Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof.

3. Bid Information. This Purchase Agreement and Bidding Instructions document is the official bid form that must be completed and returned by interested bidders in accordance with the instructions herein. Interested bidders must:

- a. furnish the information requested in Section 23 below;
- b. PLEASE NOTE THE MINIMUM BID IS \$55,600.00.
- 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-13-025-DB) AT 2518 S.W. 21ST ST." 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 **June 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 ten (10) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within ten (10) 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, (v) SAWS reservation of two (2) sanitary control easements (the "Sanitary Control Easements") on the SAWS Land relating to well sites on SAWS adjoining property, more particularly described in the form of Deed attached hereto as Exhibit "C", and (vi) a reserved electrical easement in favor of CPS Energy (the "Reserved Electrical Easement") for all existing electric and gas facilities on the SAWS Land, provided, however, in the event of the relocation of such existing facilities off the SAWS Land post-Closing, SAWS shall cooperate, at no expense to SAWS, with Successful Bidder in requesting CPS Energy to release or modify the Reserved Electrical Easement. Items (i) through (vi) herein are collectively the "Permitted Exceptions". SAWS makes no representations about whether the SAWS Land has access to any public right of way. Additionally, the Successful Bidder must obtain any applicable permits for Successful Bidder's use of the SAWS Land and Successful Bidder must assemble the SAWS Land with any adjoining property owned by Successful Bidder and plat such properties, to the extent required by the San Antonio Uniform Development Code, and shall otherwise be responsible for platting the SAWS Land and complying with all platting laws, 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 five percent (5%) 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. Zoning. If the Successful Bidder desires to have the SAWS Land rezoned, SAWS will cooperate with Successful Bidder to allow Successful Bidder to initiate such process with the San Antonio Zoning Commission, provided, however, such rezoning shall be at no expense to SAWS and such rezoning may not become final until after Closing has occurred. Such rezoning approval shall not be a condition to Closing nor shall failure to obtain approval for such rezoning excuse Successful Bidder from any obligations under this Agreement.

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 the Reserved Electrical Easement, Sanitary Control Easements and a water rights reservation in favor of SAWS. SAWS and the Successful Bidder agrees to execute any other closing documents that may be reasonably required by the Title Company, provided, however, in no event shall SAWS be required to execute affidavits, make representations or warranties or provide indemnities in connection with the Closing.

13. Closing. Subject to Section 13a below, the closing date (“Closing”) will be on the first business day occurring ninety (90) 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 Alamo Title Company at 4 Dominion Drive, Bldg. 4, Suite 100, San Antonio, TX 78257, attn: Chris Varley (“Title Company”)

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 is subject to the approval of the Board of Trustees of the San Antonio Water System. If 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. 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-13-025-DB
2518 S.W. 21st St., San Antonio, Bexar County, Texas

b. BIDDER:
Name: _____
Address: _____

Phone: _____
Fax Number: _____

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

24. Disclaimers.

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

b. **Notice Regarding Possible Liability for Additional Taxes (Texas Property Code-Section 5.010). If for the current ad valorem tax year the taxable value of the SAWS Land that is the subject of this Purchase Agreement is determined by a special appraisal method that allows for appraisal of the SAWS Land at less than its market value, the person to whom the SAWS Land is transferred may not be allowed to qualify the SAWS Land for that special appraisal in a subsequent tax year and the SAWS Land may then be appraised at its full market value. In addition, the transfer of the SAWS Land or a subsequent change in the use of the SAWS Land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the SAWS Land. The taxable value of the SAWS Land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the SAWS Land is located.**

c. **Annexation Disclosures. If the SAWS Land that is the subject of this Contract is located outside the limits of a municipality, the SAWS Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts**

its boundaries and extraterritorial jurisdiction. To determine if the SAWS Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the SAWS Land for further information.

d. **Utility District.** Successful Bidder agrees that if the SAWS Land is situated in any utility district, Bidder will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 50.301 of the Texas Water Code.

e. **Notice of Water and Sewer Service.** The SAWS Land is located in the water service area of the San Antonio Water System, which is the utility service provider authorized by law to provide water service to the SAWS Land, and the San Antonio Water System is the sewer service provider. There may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the SAWS Land. You are advised to contact the San Antonio Water System to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the SAWS Land.

f. **Property Condition Disclosure.** The Successful Bidder agrees and acknowledges that any dwelling or residential building, if any, located on the SAWS Land has a value less than five percent (5%) of the overall value of the SAWS Land and therefore SAWS' is not required to submit any property condition disclosure pursuant to Texas Property Code Sec. 5.008. Additionally, the Successful Bidder agrees and acknowledges that the SAWS Land is not "residential real property" subject to any federally mandated lead paint disclosures.

25. **Entire Agreement.** This Purchase Agreement and the Exhibits attached hereto contain all agreements between the parties hereto and no agreement not contained herein shall be recognized by the parties. The captions used herein are for convenience only and shall not be used to construe this Purchase Agreement. Exhibits "A" - "D" attached hereto are incorporated herein for all purposes.

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

27. **Binding Effect.** By signing below, the bidder agrees that if SAWS accepts the Bid Price, bidder will purchase the SAWS Land for the Bid Price in accordance with the provisions hereof and will comply with and be bound by the terms and conditions set out herein. All representations, warranties, covenants and obligations of bidder herein shall survive Closing.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the party submitting this bid has caused this Purchase Agreement for 2518 S.W. 21st St. 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

LEGAL DESCRIPTION
For
2.554 Acre Tract

FIELD NOTES describing a 2.554 acre tract of land, being out of and part of a remaining portion of a 2.387 acre tract, Tract "B", as described in Volume 642, Page 313, Plat Records of Bexar County, Texas. Also, being out of and part of a remaining portion of a 0.167 acre tract, Tract "D", as described in Volume 642, Page 313, Plat Records of Bexar County, Texas. Said 2.554 acre tract of land, being more particularly described as follows:

- BEGINNING:** At a found ½" steel rod on the easterly right-of-way line of Southwest 21st Street for the northwest corner of said 2.554 acre tract;
- THENCE:** N 61°01'37" E, a distance of 23.31 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** S 60°13'00" E, along the south right-of-way line of West Kirk Street, a distance of 436.64 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** S 36°15'13" W, a distance of 235.00 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** N 83°28'04" W, a distance of 301.98 feet, to a set ½" steel rod for a corner of this herein described tract;
- THENCE:** N 06°16'09" W, along the west right-of-way line of Southwest 21st Street, a distance of 362.92 feet, to the **POINT OF BEGINNING.**

Containing 2.554 acres of land (111,273 SQ.FT.) more or less.
Survey prepared this date.

Date: 1-29-13



EXHIBIT "B"

RELEASE AND INDEMNITY AGREEMENT

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

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

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

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

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

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

DATED _____.

RELEASOR:

By: _____

Name: _____

Title: _____

Attachments

Exhibit "A" – Description of SAWS land

EXHIBIT A
TO RELEASE AND INDEMNITY AGREEMENT

Property Description

LEGAL DESCRIPTION
For
2.554 Acre Tract

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Containing 2.554 acres of land (111,273 SQ.FT.) more or less.
Survey prepared this date.

Date: 1-29-13



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) Two (2) sanitary control easements and a sanitary control restrictive covenant to protect the water supply of the two (2) wells located on Grantor's adjacent property (as shown on attached Exhibit B-1 as "Well Site #1" and "Well Site #2", the "Wells") by means of sanitary control as required by 30 TAC §290.41(c)(1)(F):
- a. No portion of the Property within a 150 foot radius of the Wells, such areas being more particularly described in Exhibit B-2 as "Sanitary Control Easement No. 1" and "Sanitary Control Easement No. 2", may be used for the following:
 1. a septic tank perforated drain field, areas irrigated by low dosage, low angle spray on-site sewage facilities, absorption bed, evapotranspiration bed, improperly constructed water well, or underground petroleum or chemical storage tank or liquid transmission pipeline, (improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well);
 2. a sewage treatment plant, a sewage wet well, sewage pumping station, or a drainage ditch which contains industrial waste discharge or the wastes from sewage treatment systems;
 3. animal feed lots, solid waste disposal sites, privies, cesspools, lands on which sewage plant or septic tank sludge is applied, or lands irrigated by sewage plant effluent;
 4. landfill and dump sites, animal feedlots, military facilities, industrial facilities, wood-treatment facilities, liquid petroleum and petrochemical production, storage, and transmission facilities, Class 1, 2, 3, and 4 injection wells, and pesticide storage and mixing facilities; or
 5. any other construction or operation that could create an unsanitary condition within, upon, or across the Property.
 - b. The construction of tile or concrete sanitary sewers, sewerage appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the Wells.
 - c. The construction of homes or buildings upon the Property is permitted as long as all items in restrictions numbers 2 and 3 are recognized and followed.
 - d. Normal farming and ranching operations are permitted upon the Property, except that livestock shall not be allowed within 50 feet of the Wells.

The sanitary control easements and restrictive covenants provided for herein shall run with the land and shall be binding on all parties and person claiming under the Grantor(s). Enforcement of the sanitary control easements and restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in the easements, either to restrain the violation or to recover damages. Invalidation of any one of these restrictions or uses by a judgment or court order shall not affect any of the other provisions of the easements and restrictive covenants, which shall remain in full force and effect.

- (iii) Notwithstanding the foregoing, no water rights are being transferred or conveyed with the PROPERTY. More specifically, Grantor expressly reserves on behalf of the San

Antonio Water System, and for the use, benefit and control of the San Antonio Water System and its successors and assigns, all groundwater and groundwater estate, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in, under, or that may be produced from the Property. Without limiting the foregoing, Grantor also further reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System, its successors and assigns, the following personal property rights and incorporeal hereditaments associated with the Property and such groundwater reservation:

- (1) Applications, licenses, allotments and permits, including Edwards Aquifer Authority (“EAA”) Permits;
- (2) Rights associated with the ownership of wells, if any, drilled for the production of groundwater;
- (3) Any past historical production or use, and projected future historical production or use, and all rights and benefits accruing from historical production or use, including but not limited to all historical rights associated with any EAA groundwater permits associated with the Property; and
- (4) Declarations of historical use now or hereafter existing.

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

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, subject to the Reservations from Conveyance and Exceptions to Conveyance, to have and to hold it to Grantee and Grantee’s successors and assigns forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties.

By accepting this deed, Grantee acknowledges that the **PROPERTY IS BEING CONVEYED IN ITS PRESENT “AS IS” CONDITION AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY.**

GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTER COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION.

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

This conveyance is being made subject to ad valorem taxes for the year 2013 and all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are hereby assumed by Grantee.

GRANTOR:

CITY OF SAN ANTONIO, ACTING BY AND THROUGH ITS SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2013 by _____, _____ of the San Antonio Water System.

[Seal]

Notary Public, State of Texas

ACCEPTED BY GRANTEE:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2013
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

After recording, return to:

EXHIBIT A
TO FORM OF DEED WITHOUT WARRANTY

Property Description

LEGAL DESCRIPTION

For
2.554 Acre Tract

FIELD NOTES describing a 2.554 acre tract of land, being out of and part of a remaining portion of a 2.387 acre tract, Tract "B", as described in Volume 642, Page 313, Plat Records of Bexar County, Texas. Also, being out of and part of a remaining portion of a 0.167 acre tract, Tract "D", as described in Volume 642, Page 313, Plat Records of Bexar County, Texas. Said 2.554 acre tract of land, being more particularly described as follows:

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Containing 2.554 acres of land (111,273 SQ.FT.) more or less.
Survey prepared this date.

Date: 1-29-13



EXHIBIT B-1
TO FORM OF DEED WITHOUT WARRANTY

See attached depiction of well sites

EXHIBIT B-2
TO FORM OF DEED WITHOUT WARRANTY

See attached field notes for sanitary control easements

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

Alamo Title Company Abstractor's Report

Plat and Field Notes 2.554 acre tract

Deed: Bexar County Water to BexarMet, Vol. 2245, Page 519

Deed: TCEQ (BexarMet) to COSA, Volume 15414, page 1147

Plat of proposed Sanitary Control Easement #1

Title Commitment
Alamo Title Insurance Company
Effective date: May 13, 2013



Alamo Title Company

434 N. Loop 1604 W., Ste 2208, San Antonio, Texas 78232

Office: 210-499-5872

ABTRACTOR'S REPORT

File No.: 6686

Time frame covered by this report:

12-13-1981 To 02-19-2013

Legal Description:

Lot D, Block 3, New City Block 6777, in the City of San Antonio, Bexar County, Texas.

This report hereby reports that the instruments listed below have been filed of record in the office of the County Clerk of **BEXAR** County, Texas, and are affecting title to the property above described during the time frame as set out above:

1. Type of Instrument: Warranty Deed

Grantor: Bexar Metropolitan Water District

Grantee: City of San Antonio Water System

Filed: 03-27-2012

Recorded: Volume 15414, Page 1147, Official Public Records of Bexar County, Texas.

Abstracts of Judgment, State Tax Liens and/or Federal Tax Liens which are unsatisfied or not released of record from 10 years prior to the end date listed below on the following names:

City of San Antonio Water System

And the following document(s) found:

NONE FOUND

This report is issued for the use of and shall inure to the benefit of:

Sunny Burlew

SAN ANTONIO WATER SYSTEM

Corporate Real Estate

 (210) 233-2954

 (210) 233-4179

and is issued in consideration of \$ 100.00 paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure of damages against the issuing company.

SPECIAL NOTE AND LIMITATION OF LIABILITY: This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

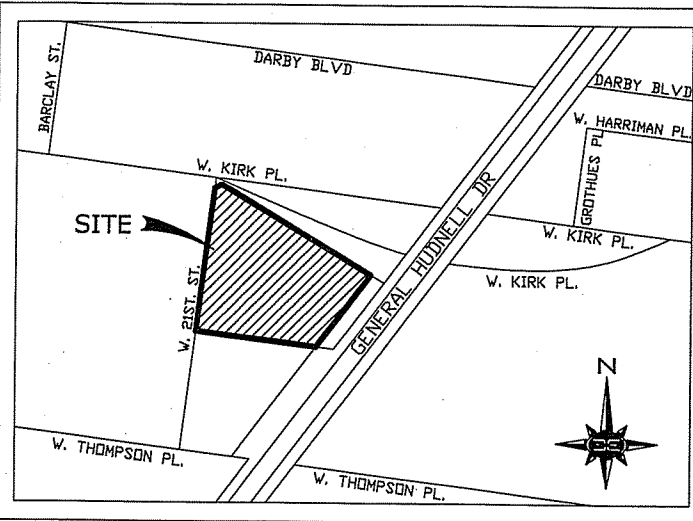
Alamo Title Company

By: Ty Ahin

Plat and Field Notes
2.554 acre tract

SURVEY WAS PERFORMED WITHOUT THE
BENEFIT OF A TITLE COMMITMENT

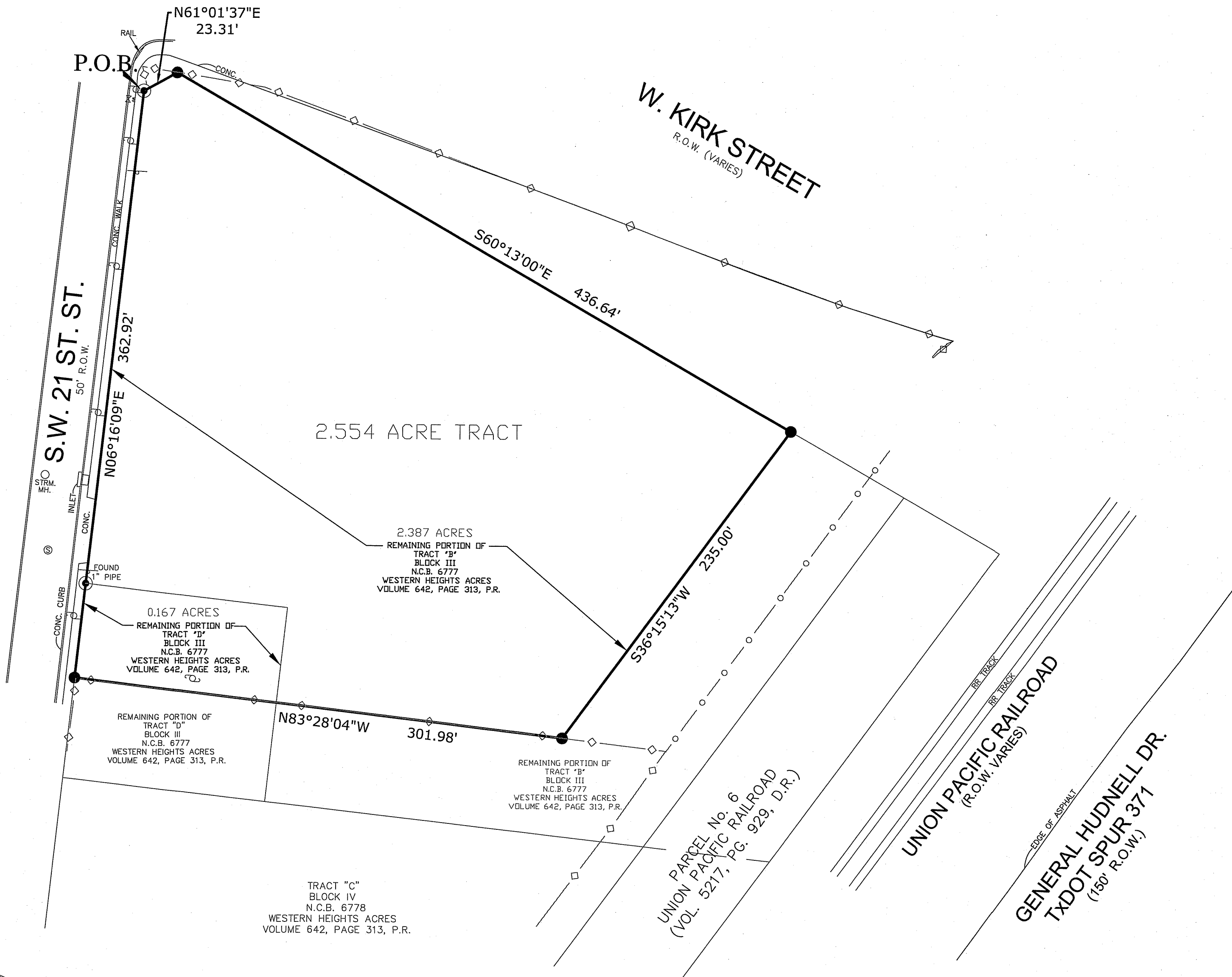
REVISIONS	
date	description



LOCATION MAP
NOT TO SCALE

LEGEND:

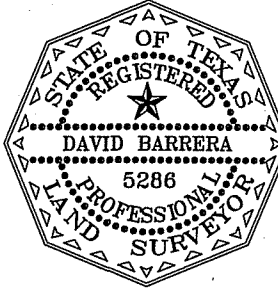
- : FOUND 1/2" STEEL ROD
- : SET 1/2" STEEL ROD W/YELLOW CAP MARKED RPLS 5286
- ◇ : CHAIN LINK FENCE
- : STEEL FENCE
- D.R. : DEED RECORDS
- P.R. : PLAT RECORDS
- ⊙ : POWER POLE
- ⊙ : SANITARY SEWER MANHOLE
- ⊙ : STORM DRAIN MANHOLE
- ⊙ : TRAFFIC SIGN
- ⊙ : WATER VALVE



CERTIFICATE OF SURVEYOR

STATE OF TEXAS :
COUNTY OF BEXAR:

THIS IS TO CERTIFY THAT THE ABOVE SURVEY IS TRUE AND
CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE
GROUND UNDER MY SUPERVISION.

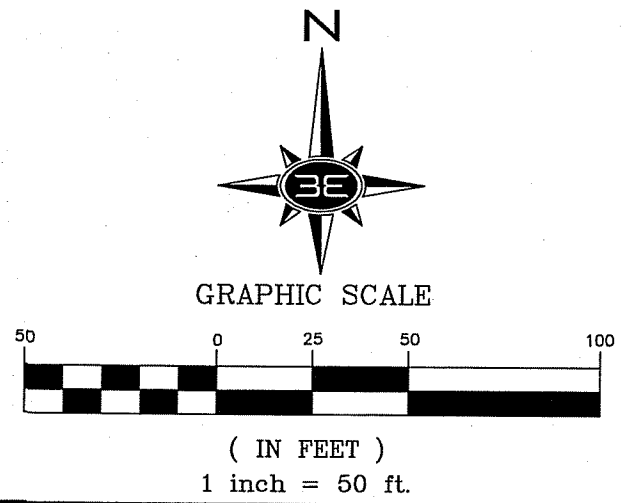


David Barrera
DAVID BARRERA, R. P. L. S. No. 5286 DATE: 02/07/2012
REVISED: 01/23/2013

BARRERA LAND SURVEYING
7715 MAINLAND SUITE 114
SAN ANTONIO, TEXAS 78250
(210) 444-9023 OFFICE
(210) 837-4328 CELL
(210) 444-9479 FAX
dbinsatx@yahoo.com

SURVEYOR'S NOTES

- Ownership of this property is subject to opinion of title and is not expressed or implied by this survey.
- All statements within the certification and other references located elsewhere hereon that are related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitude and encroachments are based on visible, aboveground evidence unless otherwise noted. No underground surveying was conducted.
- Any changes in street right of way lines either completed or proposed are available from the controlling jurisdiction. There is no visible evidence of recent street or sidewalk construction or repairs.
- Bearing shown hereon are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.
- Vertical Datum shown hereon are based on NAVD 88.
- According to FEMA's Flood Insurance Rate Map, No. 48029C0395G, dated September 29, 2010, the subject tract of land shown hereon is situated in Zone X, an area determined by FEMA to be outside of the 500-year floodplain. No surveying was performed to determine this zone. This statement does not imply that the subject tract of land is totally free of potential flood hazard. Localized flooding can occur due to natural and/or man-made influences. This flood statement shall not create any liability on the part of Barrera Land Surveying or the undersigned surveyor.
- The word "certify" is understood to be an expression of professional judgment by the undersigned surveyor, which is based on his best knowledge, information or belief.
- The adjoining ownership information was obtained from the Bexar County Tax Appraisal District and may not reflect the current ownership status.



BRIONES
CONSULTING & ENGINEERING LTD.
8118 BROADWAY
SAN ANTONIO, TX 78209
TBPE FIRM REG. NO. F-5028
(210) 828-1431
(210) 828-1432 fax

BOUNDARY SURVEY OF:
2.554 ACRE TRACT OF LAND, BEING OUT OF AND PART OF A REMAINING PORTION OF A 2.387 ACRE TRACT, TRACT "B", AS DESCRIBED IN VOLUME 642, PAGE 313, PLAT RECORDS OF BEXAR COUNTY, TEXAS. ALSO, BEING OUT OF AND PART OF A REMAINING PORTION OF A 0.167 ACRE TRACT, TRACT "D" AS DESCRIBED IN VOLUME 642, PAGE 313, PLAT RECORDS OF BEXAR COUNTY, TEXAS.

DATE: 01/10/13
JOB No.020-12
1 SHEET OF 1

Barrera Land Surveying

7715 Mainland Drive, Suite 114
San Antonio, Texas 78250
(210) 444-9023
(210) 444-9479 (fax)
dbinsatx@yahoo.com

STATE OF TEXAS

COUNTY OF BEXAR

LEGAL DESCRIPTION

For
2.554 Acre Tract

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Containing 2.554 acres of land (111,273 SQ.FT.) more or less.
Survey prepared this date.

Date: 1-29-13



David Barrera, R.P.L.S. No. 5286



Job No. 007-13

Deed
Bexar County Water to BexarMet
Volume 2245, Page 519

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

That BEXAR COUNTY WATER COMPANY, a corporation organized under the laws of the State of Texas, with its principal office and place of business at San Antonio, Bexar County, Texas, having been dissolved by consent in writing of all of the stockholders of said corporation, duly filed in the office of the Secretary of State of the State of Texas, on the 13th day of May, 1946, prior to the execution hereof, the undersigned, Henry Riemer, the last President and Treasurer of said corporation, J. D. King, the last Vice President of said corporation, and Velma W. Spillman, the last Secretary of said corporation, all of Bexar County, Texas, and being also all of the members of the last Board of Directors of said corporation, the said last President and said last Directors acting herein in the name of said corporation as Trustees in dissolution of said corporation for the creditors and stockholders of said corporation, and in pursuance of the power vested in them by law to convey the property of said corporation and to divide the same among the stockholders and in pursuance of the resolution by and consent in writing to the dissolution of said corporation by its stockholders and to divide the property of said corporation among the stockholders, for and in consideration of the surrender and cancellation of the Two Hundred Forty (240) shares of capital stock of said corporation (being all of the capital stock authorized and issued) by BEXAR METROPOLITAN WATER DISTRICT, a municipal corporation, the receipt and cancellation of which stock is hereby acknowledged, have GRANTED, SOLD, CONVEYED, ASSIGNED and DELIVERED, and by these presents do GRANT, SELL, CONVEY, ASSIGN and DELIVER unto the said BEXAR METROPOLITAN WATER DISTRICT, in Bexar County, Texas, the following described property, to-wit:

ITEM 1: Lots Numbered Thirteen (13) and Fourteen (14), Block Numbered One Hundred Thirty-two (132) in San Jose Townsite, an addition in Bexar County, Texas, according to the map or plat thereof which is duly of record in the Deed and Plat Records of Bexar County, Texas, being the same property conveyed to Bexar County Water Company by Harry H. Rogers by deed dated June 2, 1933, and recorded in Volume 1353, on pages 504-5, of the Deed Records of Bexar County, Texas, which is here referred to for more particular description.

ITEM 2: Lot Fifteen (15), Block One Hundred Thirty-two (132), San Jose Townsite, an addition to the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Vol. 368, page 99, Deed and Plat Records of said County, being the same property conveyed to Bexar County Water Company by Mrs. A. A. Kuykendall, A. A. Kuykendall and C. G. Benham by deed dated March 18, 1943, and recorded in Volume 1963, on pages 98-99, of the Deed Records of Bexar County, Texas, which is here referred to for more particular description.

ITEM 3: All that certain tract or parcel of land, lying and being situated within the County of Bexar, State of Texas, about five miles North of the City of San Antonio and being a portion of the Robert Patton Survey No. 1, County Block No. 5011 and described as follows:

BEGINNING at a stake set on the North side of Crownhill Blvd. South 89 deg. East 442.5 feet and North six minutes West sixty feet from the point of intersection of the East side, of Parkview Avenue with the South side of Crownhill Blvd., for the S.W. corner of the tract herein described;

THENCE North 20 min. East 265.2 feet to an Iron Pipe, 1 1/2 in. dia. for N.W. corner;

THENCE South 89 deg. East 143.3 feet to another Iron Pipe 1 1/2 in. dia. for N.E. corner;

THENCE South 9 deg. and 30 min. East 269.7 feet to a stake set on the North line of Crownhill Drive, for S.E. corner;

THENCE North 89 deg. West with the North line of Crownhill Blvd. 189.4 feet to the place of beginning, containing one acre, being the same property conveyed to Bexar County Water Company by J. H. Maulding by deed dated November 26, 1934, and recorded in Volume 1463, on pages 290-91, of the Deed Records of Bexar County, Texas, which is here referred to for more particular description.

ITEM 4: Tract "B", in Block Three (3), in New City Block Sixty-seven Hundred Seventy-seven (6777) and Tract "C", in Block Four (4), in New City Block Sixty-seven Hundred Seventy-eight (6778), in Western Heights Acres, an addition in the City of San Antonio, in Bexar County, Texas, according to the plat thereof recorded in Vol. 642, page 313, of the Plat Records of said County, being the same property conveyed to Bexar County Water Company by John J. Cox by deed dated April 23, 1941, and recorded in Volume 1821, on pages 131-32, of the Deed Records of Bexar County, Texas, which is here referred to for more particular description.

ITEM 5: Tract "D" in Western Heights Acres, an Addition to the City of San Antonio, Bexar County, Texas, according to the map or plat thereof which is duly recorded in the Deed and Plat Records of Bexar County, Texas, being the same property conveyed to Bexar County Water Company by Thurman Barrett by deed dated May 5, 1927, and recorded in Volume 1091, on pages 251-2, of the Deed Records of Bexar County, Texas, which is here referred to for more particular description.

ITEM 6: An undivided one-half (1/2) interest in and to the following property in Bexar County, Texas, to-wit:

A certain tract of land thirty (30) feet in width and thirty-five feet in length, located in the most Northwesterly part of Lot Four (4) in Block One (1), of Castle Hills Subdivision, an addition to the suburban areas of the City of San Antonio in Bexar County, Texas, according to the map and plat recorded in Vol. 980, page 393, of the

records of Bexar County, Texas, together with the water well and equipment located thereon; and also together with all machinery, pumping equipment, motors, pumps, pipes, water lines, mains, underground and overground connections and facilities, and all rights, privileges, franchises, equities, easements, rights of ingress and egress and all other benefits connected with and intended to benefit and make possible the operation of the water service system in, on and upon said Castle Hills Subdivision; and being part of the property conveyed by R. W. Hopper, et al., Trustees, to San Jose Water Company by deed dated April 17, 1945, recorded in Bexar County, Texas, and to which and the record thereof reference is here made, being the undivided one-half (1/2) interest conveyed to Bexar County Water Company by San Jose Water Company, of Bexar County, Texas, by deed dated April 30, 1945, but not yet recorded.

Vol. 9245
Page 321

ITEM 7: That certain property consisting of all of the interests acquired from Suburban Water Supply Company by deed dated August 28, 1940, from Suburban Water Supply Company to Bexar County Water Company, recorded in Volume 1783, on pages 272-73, of the Deed Records of Bexar County, Texas, here referred to and more particularly described in said deed as follows:

All of the easements, rights-of-way and fee title (where fee title is owned) for the purpose of laying water mains and pipes and maintaining services in connection therewith, including rights of ingress and egress, in all of the streets, alleys and passageways of any nature whatsoever, as shown on any plats of Mayfield Park, an addition to the City of San Antonio, Bexar County, Texas, (the plats being referred to as First and Second Filings) and in Aviation Circle Unit, another such addition, and in any other lands in Bexar County, Texas, in which Suburban Water Supply Company has or holds any such rights or titles as aforesaid; and all water mains and pipes now laid in the ground in, on and/or along such easements, rights-of-way and fee to said streets, alleys and passageways; it being the intention hereof to convey to Bexar County Water Company all easements, rights-of-way and fee titles owned by Suburban Water Supply Company acquired by any deed or deeds or by prescription or limitations or in any other manner whatsoever, including, but without limitation, all of the water mains and pipes, giving and granting unto said Bexar County Water Company the exclusive right to hereafter lay such mains as may be necessary or proper as fully as the undersigned might do under all of the deeds of dedication and reservations made with respect to said additions and any other additions in which grantor herein may have acquired such rights.

ITEM 8: Also all other property of every kind or character, and all appurtenances thereto, wheresoever located, including but without in anywise limiting or impairing by the enumeration thereof the full scope and intent of the foregoing:

(a) All lands, interests in real property, easements, rights of way, streets, alleys, roads, wells, tanks, pumps, pump stations, houses, garages, warehouses, shops, structures, buildings and contents thereof, offices, furniture and fixtures, office equipment and machines, records, machinery, engines, machines, supplies, piping, tools, implements, instruments, equipment, facilities, apparatus, automobiles, trucks, trailers, digging and connection machines and/or machinery, meters, underground and other construction, pipes, pipe lines, mains, conduits, services, all property used or provided for use in the construction, repair, maintenance and operation of the water system or other service of the Company and all appurtenances thereto.

(b) All water stations, pump stations, all substations, and all appurtenances thereto, and all waters, water courses, water rights, water easements, and all appurtenances thereto.

(c) All water contracts and all other contracts, charges, accounts receivable, notes receivable, cash on hand or in bank, credits, claims, choses in action, equities, demands, as well as all rights and interests in and to any deposits by users of or applicants for water supply or other facility furnished by the Company.

(d) All easements, franchises, grants, permits, consents, rights, privileges, licenses, immunities of every kind and character howsoever conferred and whether owned or to be acquired, with all appurtenances thereto.

(e) All rights and titles of every kind and character respecting the construction, maintenance, extension, repair, replacement, and operation of any water or other systems now owned or with respect to which the Company has any right, title, claim or demand.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said BEXAR METROPOLITAN WATER DISTRICT, its successors and assigns, and the said Trustees in dissolution, acting in their capacity as such, do hereby bind themselves, their successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the title to the above described premises and property unto the said BEXAR METROPOLITAN WATER DISTRICT, its successors and assigns, against the claim or claims of any and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS the execution hereof on this 12th day of May, A. D. 1946.

NO. 2215 PAGE 523

BEXAR COUNTY WATER COMPANY

By [Signature]
Last President, and

[Signature]
[Signature]

all of the Members of the Last Board of Directors of Bexar County Water Company and, as such, the Statutory Trustees in Dissolution for the Creditors and Stockholders of said Company.



STATE OF TEXAS,

COUNTY OF BEXAR.

BEFORE ME, the undersigned authority, on this day personally appeared Henry Piemer, J. D. King and Velma N. Spillman, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he had executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 12th day of May, 1946.



[Signature]
Notary Public in and for
Bexar County, Texas.

Filed for record May 13, 1946, at 4:15 PM o'clock P.M.
Recorded October 11, 1946, at 8:21 o'clock P.M.
By [Signature] County Clerk, Bexar County, Texas
Deputy

Thurman Barrett.

The State of Texas:
County of Bexar: Before me, the undersigned authority, in and for said County and State, on this day personally appeared Thurman Barrett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 5th day of May, A. D., 1927.

Jessie Tate, Notary Public within and
for Bexar County, Texas.

Seal.

Filed for Record Feb. 11, 1929, at 2:28 o'clock PM
Recorded Feb. 21, 1929, at 2:00 o'clock PM
Jack R. Burke, County Clerk, Bexar County, Texas.
By Chas. Grossmann, Deputy.

-v-v-v-v-v-v-

No. 274010

Harlandale Gardens Company

Warranty Deed

Bexar County Water Company

The State of Texas:

County of Bexar: Know all men by these presents: That the Harlandale Gardens Company a private corporation, duly incorporated under the laws of the State of Texas, the principal office whereof being at San Antonio, Bexar County, Texas, for and in consideration of the sum of ten (\$10.00) dollars cash and other good and valuable consideration to it in hand paid by Bexar County Water Company, a corporation, the receipt of which is hereby acknowledged and confessed; has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Bexar County Water Company, a corporation, of Bexar County, Texas, all that certain lot, tract or parcel of land in Bexar County, Texas, described as follows: Lot numbered three (3), in block numbered three (3), in Kelly Park Addition, an addition in Bexar County, Texas, according to the map or plat thereof which is duly of record in the 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 thereto in anywise belonging unto the said Bexar County Water Company, its successors and assigns forever; and the said Harlandale Gardens Company, does hereby bind itself, to warrant and forever defend, all and singular the said premises unto the said Bexar County Water Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The said Bexar County Water Company, its successors and assigns, hereby covenant and agree with the said grantor, and this conveyance is executed upon the express condition that the following covenants and restrictions as to the use of the above described property will be strictly adhered to and observed, and that any violation thereof shall give the said grantor the right to restrain such violation and to recover any damages caused thereby, such covenants and restrictions being that said property shall not be used for any of the following purposes, to-wit: (a) Keeping or treating for profit persons afflicted with tuberculosis or diseases contagious or infectious. (b) Erecting ten or open air structure, such as used by consumptives or the erection of store buildings or the use of said property for mercantile purposes without the written permission of the grantor herein. (c) Sale or lease to negroes or persons of Mexican descent. (d) The erection of any stables, sheds, chicken houses or other objectionable houses or buildings so as to front or abut on any street. (e) That no dwelling shall be erected on said premises to cost less than \$2,000.00 without the consent of the grantor; that no houses shall receive less than two coats of good paint immediately applied after erection and shall not be build within eighteen feet of the front property line. These conditions and restrictions are covenants written with the express understanding that in the event of any violation thereof all title to the then owner and occupant shall be forfeited to the grantor, and upon demand, such property and all improvements thereon shall be surrendered to the seller. All covenants and agreements herein contained shall extend

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	OTH	Other	0.3855	16792.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012		N/A	N/A	N/A	N/A	N/A
2011		\$0	\$9,070	0	9,070	\$9,070
2010		\$0	\$9,070	0	9,070	\$9,070
2009		\$0	\$9,070	0	9,070	\$9,070
2008		\$0	\$9,070	0	9,070	\$9,070
2007		\$0	\$9,070	0	9,070	\$9,070

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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2012 data current as of Jan 9 2012 1:59AM.
2011 and prior year data current as of Nov 18 2011 10:41AM
 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".

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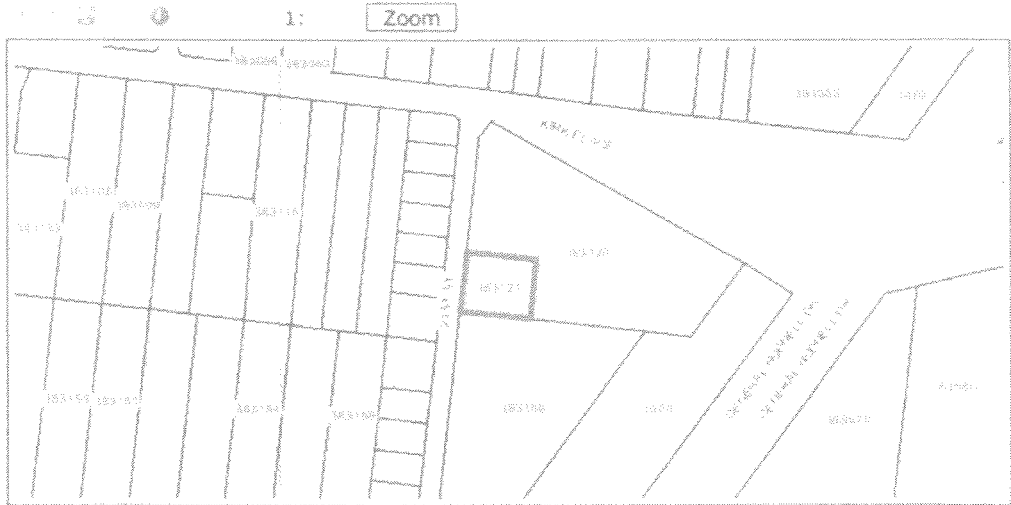
Property Search Results > Property ID 383121 BEKAR METROPOLITAN WATER DISTRICT for Year 2012

Property Details

Account
 Property ID 383121
 Geo ID 06777-003-0211
 Type Real
 Legal NCB 6777 BLK 3
 Description LOT D
 Location
 Address 2518 21ST ST
 Neighborhood MENEFEE
 Mapco 849E1
 Jurisdiction 05, 06, 08, 10, 11,
 21, 22, 24, 25
 Owner
 Name BEKAR
 METROPOLITAN
 WATER DISTRICT
 Address 2047 W MALONE
 AVE
 SAN ANTONIO, TX
 78225-2017

Property Appraised Value: N/A

- Map Layers
- Radius Search



Website version: 1.2.2.0

Database last updated on: 1/9/2012 1:59 AM

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Property Search Results > 383120 CITY OF SAN ANTONIO for Year 2012

Property

Account

Property ID: 383120 Legal Description: NCB 6777 BLK 3 LOT B
 Geographic ID: 06777-003-0210 Agent Code:
 Type: Real
 Property Use Code: 001
 Property Use Description: Single Family

Location

Address: Mapsco: 649E1
 Neighborhood: MENEFEE Map ID:
 Neighborhood CD: 57063

Owner

Name: CITY OF SAN ANTONIO Owner ID: 70010
 Mailing Address: PO BOX 839975 % Ownership: 100.0000000000%
 SAN ANTONIO, TX 78283-3975
 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
<hr/>		
(=) Market Value:	=	N/A
(-) Ag or Timber Use Value Reduction:	-	N/A
<hr/>		
(=) Appraised Value:	=	N/A
(-) HS Cap:	-	N/A
<hr/>		
(=) Assessed Value:	=	N/A

Taxing Jurisdiction

Owner: CITY OF SAN ANTONIO
 % 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
57	SAN ANTONIO 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	OTH	Other	2.9612	128992.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012		N/A	N/A	N/A	N/A	N/A
2011		\$0	\$38,700	0	38,700	\$0 \$38,700
2010		\$0	\$38,700	0	38,700	\$0 \$38,700
2009		\$0	\$38,700	0	38,700	\$0 \$38,700
2008		\$0	\$38,700	0	38,700	\$0 \$38,700
2007		\$0	\$38,700	0	38,700	\$0 \$38,700

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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2012 data current as of Jan 9 2012 1:59AM.
2011 and prior year data current as of Nov 18 2011 10:41AM
 For property information, contact (210) 242-2432 or (210) 224-8511 or email.
 For website information, contact (210) 242-2500.

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Property Search Results > Property ID 383120 CITY OF SAN ANTONIO for Year 2012

Property Details

Account
 Property ID 383120
 Geo ID 06777-003-0210
 Type Real
 Legal Description NCB 6777 BLK 3 LOT 8
 Location
 Address:
 Neighborhood MENEFEE
 Mapco 949E1
 Jurisdictions 05, 08, 09, 10, 11, EL, 07, CAD
 Owner
 Name CITY OF SAN ANTONIO
 Address PO BOX 839975 SAN ANTONIO, TX 78283-3975



Property
Appraised Value: N/A

Map Layers

Radius Search

Website version: 1.2.2.0

Database last updated on: 1/9/2012 1:59 AM

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Property Search Results > 383159 BEXAR METROPOLITAN WATER DISTRICT for Year 2012

Property

Account			
Property ID:	383159	Legal Description:	NCB 6778 BLK 4 LOT W IRR 96.77 FT OF C
Geographic ID	06778-004-0210	Agent Code:	
Type	Real		
Property Use Code:	001		
Property Use Description:	Single Family		
Location			
Address:	2518 21ST ST	Mapsc0:	649E1
Neighborhood:	JUPITER NORTH	Map ID:	
Neighborhood CD:	57062		
Owner			
Name:	BEXAR METROPOLITAN WATER DISTRICT	Owner ID:	134862
Mailing Address:	2047 W MALONE AVE SAN ANTONIO, TX 78225-2017	% Ownership:	100.0000000000%
		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
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: BEXAR METROPOLITAN WATER DISTRICT
 % 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
06	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
57	SAN ANTONIO 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

No land segments exist for this property.

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012		N/A	N/A	N/A	N/A	N/A
2011		\$0	\$0	0	0	\$0
2010		\$0	\$0	0	0	\$0
2009		\$0	\$0	0	0	\$0
2008		\$0	\$0	0	0	\$0
2007		\$0	\$0	0	0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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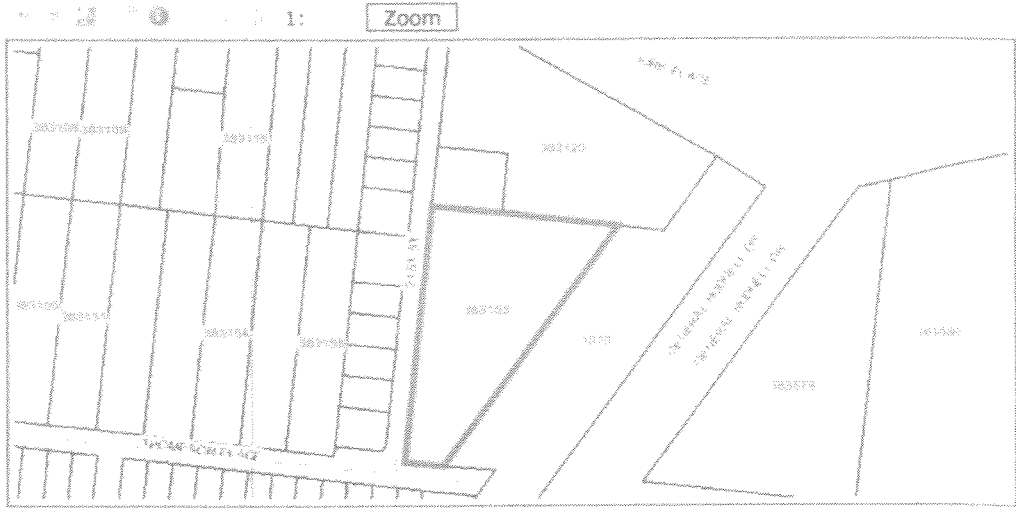
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Property Search Results > Property ID 383159 BEXAR METROPOLITAN WATER DISTRICT for Year 2012

Property Details

Account
 Property ID: 383159
 Geo. ID: 05778-004-0210
 Type: Real
 Legal Description: NCB 6778 BLK 4 LOT W IRR 86.77 FT OF C
 Location
 Address: 2518 21ST ST
 Neighborhood: JUPITER NORTH
 Mapco: 049E1
 Jurisdictions: 05, 06, 08, 10, 11, 21, ST, CAD
 Owner
 Name: BEXAR METROPOLITAN WATER DISTRICT
 Address: 2047 W MALONE AVE SAN ANTONIO, TX 78225-2017
 Property
 Appraised Value: N/A
 Map Layers
 Radius Search



Website version: 1.2.2.0

Database last updated on: 1/9/2012 1:59 AM

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Deed
TCEQ (Bexar Met) to COSA
Volume 15414, Page 1147

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE

DEED, WATER DEED AND TRANSFER OF REAL PROPERTY INTERESTS

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

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

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

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

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

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

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

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

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

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

Signature and acknowledgement on following page

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

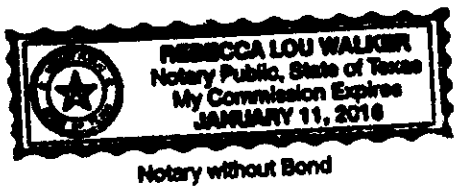
By: [Signature]
Printed Name: Mark Vickery
Title: Executive Director

STATE OF TEXAS §
 §
COUNTY OF Travis §

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

[Seal]

[Signature]
Notary Public, State of Texas



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

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

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

MAR 27 2012

[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

**Plat of proposed
Sanitary Control Easement #1**

POINT OF BEGINNING

W. KIRK STREET
R.O.W. (VARIES)

2.387 ACRE TRACT
REMAINING PORTION OF
TRACT "B"
BLOCK III
N.C.B. 6777
WESTERN HEIGHTS ACRES
(VOL. 642, PG. 313, P.R.)

2.554 ACRE
TRACT

0.167 ACRES
REMAINING PORTION OF
TRACT "D"
BLOCK III
N.C.B. 6777
WESTERN HEIGHTS ACRES
(VOL. 642, PG. 313, P.R.)

PROPOSED
SANITARY CONTROL
EASEMENT #1

80' TEMPORARY CONSTRUCTION EASEMENT

PARCEL No. 6
UNION PACIFIC RAILROAD
(VOL. 9217, PG. 929, D.92)

UNION PACIFIC RAILROAD
(R.O.W. VARIES)

GENERAL HUDNELL DR.
(150' R.O.W.)

S.W. 21 ST. ST.
50' R.O.W.

362.92'

N06°16'09"E

27.54'

N06°16'09"E

50.09'

S83°43'51"E
170.66'

S83°43'51"E
169.93'

WELL SITE #1

EXIST. WELL
ON CONC. PAD

WELL SITE #2

EXIST. WELL
ON CONC. PAD

TRACT "C"
BLOCK IV
N.C.B. 6778
WESTERN HEIGHTS ACRES
(VOL. 642, PG. 313, P.R.)

REMAINING PORTION OF
TRACT "D"
BLOCK III
N.C.B. 6777
WESTERN HEIGHTS ACRES
(VOL. 642, PG. 313, P.R.)

PROPOSED
SANITARY CONTROL
EASEMENT #2



SCALE: 1" = 100'

01/30/13



STATE of TEXAS
COUNTY of BEXAR
I, hereby certify that this survey
conforms to the current Texas
Surveyors Association Standards
and Specifications for a category

1B condition II survey.

This 23rd day of January, 2013 A.D.

George Ozuna Jr.

BRIONES
CONSULTING & ENGINEERING LTD.

8118 BROADWAY
SAN ANTONIO, TX 78209
TBPE FIRM REG. NO. F-5028

(210) 828-1431
(210) 828-1432 fax



January 30, 2013

FIELD NOTES

**SANITARY CONTROL EASEMENT NO. 1
WELL SITE NO. 1
BEXAR COUNTY, TEXAS**

Being a 150-foot radius Sanitary Control Easement being 1.6227 acres out and part of Tract "B", Block III, NCB 6777, Tract "C", Block IV, NCB 6778, and Tract "D", Block III, NCB 6777, Western Heights Acres, Volume 642, Page 313, plat records of Bexar County, Texas, and being more particularly described as follows:

Beginning at a point being the Northwest corner of a 2.387-acre tract, NCB 6777;

THENCE, S 06° 16' 09" W, a distance of 390.46 feet to a point for a corner;

THENCE, S 83° 43' 51" E, a distance of 170.66 feet, to a point being the radius point of this Sanitary Control Easement No. 1;

THENCE, from this radius point along a 150.00-foot radius, then rotate 360 degrees to encompass an area containing 1.6227 acres;

01/30/13



George Ozuna, Jr.
George Ozuna, Jr., R.P.L.S.
Registered Public Land Surveyor

January 30, 2013

FIELD NOTES

**SANITARY CONTROL EASEMENT NO. 2
WELL SITE NO. 2
BEXAR COUNTY, TEXAS**

Being a 150-foot radius Sanitary Control Easement being 1.6227 acres out and part of Tract "B", Block III, NCB 6777, Tract "C", Block IV, NCB 6778, and Tract "D", Block III, NCB 6777, Western Heights Acres, Volume 642, Page 313, plat records of Bexar County, Texas, and being more particularly described as follows:

Beginning at a point being the Northwest corner of a 2.387-acre tract, NCB 6777;

THENCE, S 06° 16' 09" W, a distance of 440.55 feet, to a point for a corner;

THENCE, S 83° 43' 51" E, a distance of 169.93 feet, to a point being the radius point of this Sanitary Control Easement No. 2;

THENCE, from the radius point along a 150.00-foot radius, then rotate 360 degrees to encompass an area containing 1.6227 acres;

01/30/13



George Ozuna, Jr.
George Ozuna, Jr., R.P.L.S.
Registered Public Land Surveyor