

Addendum No. 1 to
PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
ALBERSON'S 5.96 ACRES
SAWS BID SOLICITATION NO. R-13-035-DB

All capitalized terms herein, unless otherwise defined, have the meaning as set forth in the above referenced Purchase Agreement and Bidding Instructions ("Purchase Agreement").

Section 5 of the Purchase Agreement is hereby modified to provide that the Bid Deadline has been extended until **2:00 P.M. (CT)** San Antonio, Texas time on **April 16, 2014**.

Bidders shall submit two (2) separate bids for the SAWS Property: (i) a "Primary Bid", which shall constitute a bid for the SAWS Property without any of the personal property, contents and equipment (excluding fixtures) located on the SAWS Property (the "Personal Property") and (ii) an "Alternate Bid", which shall constitute a bid for the SAWS Property with and including the Personal Property. Without obligating SAWS to accept any bid, SAWS may choose to select either a Primary Bid or an Alternate Bid as the best bid. If and upon acceptance, such selected Primary Bid or Alternate Bid shall become the Bid Price.

If a Primary Bid is accepted by SAWS, SAWS shall remove the Personal Property from the SAWS Property prior to Closing.

If an Alternate Bid is accepted by SAWS, the Personal Property will be conveyed in its AS-IS and WHERE-IS condition and at Closing, SAWS shall execute a No-Warranty Bill of Sale in the form attached to this Addendum as Attachment I, which No-Warranty Bill of Sale shall be countersigned by Successful Bidder.

Section 23 of the Purchase Agreement is hereby amended and restated in its entirety hereinbelow, and Bidder shall submit its bid on this Addendum in the restated Section 23:

23. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. R-13-035-DB
Albertson's 5.96 Acres, San Antonio, Bexar County, Texas

b. BIDDER:
Name: _____
Address: _____
Phone: _____
Fax Number: _____

- c. PRIMARY BID PRICE (e.g. with Personal Property): \$ _____ (if accepted, the “Bid Price”)
- d. ALTERNATE BID PRICE (e.g. without Personal Property):
\$ _____ (if accepted, the “Bid Price”)
- e. BIDDER’S BROKER (if any): _____ (attach
copy of brokerage agreement with broker
License No: _____)

THERE IS A MINIMUM BID OF \$3,000,000.00 FOR THE SAWS PROPERTY. ANY BID LESS THAN \$3,000,000.00 WILL BE AUTOMATICALLY REJECTED.

ATTACH RELEVANT DOCUMENTATION REGARDING COMMUNITY ENHANCEMENTS AND DEMONSTRATED CAPACITY TO PERFORM TO THIS PURCHASE AGREEMENT.

End Section 23

BIDDER SHALL SIGN AND HAVE NOTARY ACKNOWLEDGED THE PURCHASE AGREEMENT AND THE SIGNATURE PAGE TO THIS ADDENDUM ON THE FOLLOWING PAGE, AND SHALL SUBMIT BOTH THE PURCHASE AGREEMENT AND THIS ADDENDUM IN ITS BID PACKAGE.

If the above Section 23 is not filled in or if this Addendum is not signed, notary acknowledged and returned along with the Purchase Agreement, SAWS may reject such bid as incomplete. Alternately, if Bidder fails to submit a bid on this Addendum and instead submits its bid on the Purchase Agreement form, SAWS may reject such bid as incomplete or elect to treat such bid as an Alternate Bid (e.g. a bid for the SAWS Property without the Personal Property).

Except as expressly modified herein, the Purchase Agreement is ratified and affirmed in its entirety.

Signature blocks and notary acknowledgments on following page

IN WITNESS WHEREOF, the party submitting this bid has caused this Addendum No. 1 for Albertson's 5.96 Acres 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 Addendum No. 1 on behalf of the person or entity for which he/she is signing.

Executed by bidder this _____ day of _____, 201__.

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 _____, 201__.

[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 _____, 201__.

[Seal]

Notary Public, State of Texas

Attachment I to Addendum No. 1

NO WARRANTY BILL OF SALE

Effective Date:

Seller: San Antonio Water System

Seller's Mailing Address: P.O. Box 2449, San Antonio, Texas 78298-2449

Purchaser:

Purchaser's Mailing Address:

Transferred Property: All personal property and equipment located on the property ("Real Property") described on Exhibit "A" attached hereto and incorporated herein

Consideration: Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged.

Seller is conveying the Real Property to Purchaser by Deed Without Warranty of even date herewith. For the Consideration, Seller transfers to Purchaser, without warranty of any kind, its right, title and interest to the Transferred Property.

SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTY THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTY THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF TITLE TO THE TRANSFERRED PROPERTY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE TRANSFERRED PROPERTY. THE TRANSFERRED PROPERTY IS SOLD ON AN "AS IS" BASIS.

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

Signatures on following page

SELLER:

SAN ANTONIO WATER SYSTEM:

By: _____

Printed Name:

Title:

ACCEPTED BY PURCHASER:

By: _____

Name:

Title:

EXHIBIT "A"

TO NO WARRANTY BILL OF SALE

Real Property

A 5.96 acre tract of land (259,456 sq. ft.) of land situated in the City of San Antonio, Bexar County, Texas, out of and part of the J. W. McCamley Survey No. 70, Abstract No. 470, County Block 4329 and out of Lot 2, Block 2, New City Block 15329, Albertson's-Potranco Road Subdivision, according to plat recorded in Volume 9535, Page 16 of the Plat Records of Bexar County, Texas AND DESCRIBED MORE PARTICULARLY ON EXHIBITS "A-1" AND "A-2" ATTACHED HERETO AND INCORPORATED HEREIN; *[Comment: Exhibits A-1 and A-2 are per the legal description contained in the Bidding Instructions and Purchase Agreement and will be attached hereto at Closing]*