

SOLICITATION NO: RE-14-005-GC

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

16236 White Fawn

Sealed Bid Due On: July 30, 2014 @ 2:00 PM (CT)

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
16236 White Fawn
RE-14-005-GC**

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) July 30, 2014** (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 July 25, 2014**. Answers to the questions will be posted to the web site by **5:00 PM (CT) each Friday until bid opening on July 30, 2014**, as part of supplemental information.

DESCRIPTION:

Utility Right of Way in Block 38, County Block 55556-A, New City Block 14789, Hills & Dales Estates Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 5140, Pages 132-135, Deed and Plat Records, Bexar County, Texas, being that property identified as Arbitrary Parcel No. 100 and conveyed in the Quitclaim Deed recorded in Volume 7771, Page 568, Deed Records of Bexar County, Texas, being more particularly described in Exhibit A-1, attached hereto and made a part hereof.

LOCATION:

The property is located in the northwest quadrant of San Antonio. White Fawn intersects with North Loop 1604 West. Located on MAPSCO, Page 513 Grid E5.

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 “More” link next to 16236 White Fawn, 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 Gina Cappa at 210-233-3404, 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.

16236 WHITE FAWN
BIDDER'S CHECKLIST

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

- Deliver to SAWS in the bid package:

- 1) The Agreement (pages 1-11) with page 9 of the Agreement signed before a Notary Public. Also complete the information required in Section 23 of the Agreement.
- 2) Exhibit B signed -- Exhibits B, C, and D do not need to be returned to SAWS in the bid package.
- 3) Bid Deposit in the form of a cashier's check made payable to San Antonio Water System.
- 4) The bid package will consist of items 1, 2, and 3 listed above, which should be enclosed in a sealed envelope, labeled “Bid for Purchase of SAWS Land – 16236 White Fawn”.
- 5) Deliver the bid package to the SAWS address set forth in Section 3 of the Agreement on or before the Bid Due Date (**2:00 p.m. on Wednesday, July 30, 2014**) as set forth in Section 5 of the Agreement.

If you have any questions or concerns, contact Gina Cappa in the SAWS Contracting Department at 210-233-3404.

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
16236 White Fawn
SAWS BID SOLICITATION NO. RE-14-005-GC

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:

Utility Right of Way in Block 38, County Block 55556-A, New City Block 14789, Hills & Dales Estates Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 5140, Pages 132-135, Deed and Plat Records, Bexar County, Texas, being that property identified as Arbitrary Parcel No. 100 and conveyed in the Quitclaim Deed recorded in Volume 7771, Page 568, Deed Records of Bexar County, Texas, being more particularly described in Exhibit A-1, attached hereto and made a part hereof.

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

- a. furnish the information requested in Section 23 below;
- b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
- c. provide the Bid Deposit, as described in Section 8 below; and
- d. place the Purchase Agreement and the Bid Deposit in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS Land (SAWS BID SOLICITATION NO. RE-14-005-GC) AT 16236 WHITE FAWN" 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. Bidder Inspection. **ANY PARTY INTERESTED IN SUBMITTING A BID FOR THE SAWS LAND MAY CONDUCT AN INSPECTION OF THE SAWS LAND BY SPECIAL REQUEST BY CONTACTING:**

MR. BRUCE HABY cell 210-260-5930 OR
MS. SUNNY BURLEW 210-233-2954

INTERESTED PARTIES SHOULD CHECK <http://www.saws.org/property>, (then click on the link “More” next to 16236 White Fawn) FOR ADDITIONAL NOTICES CONCERNING ANY REQUESTED INSPECTIONS, INCLUDING ANY CHANGE IN THE SCHEDULED DATE DUE TO WEATHER OR OTHER CONDITIONS. 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 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 **July 30, 2014** (the “Bid Deadline”) at the address shown in paragraph 3. above.

6. Notice of Acceptance. SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within thirty (30) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within thirty (30) days of the Bid Deadline.

7. Title Exceptions. The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, and (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations (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.

THERE IS A PLATTED “UTILITY RIGHT OF WAY” IN PLACE UPON THE ENTIRETY OF THE SAWS PROPERTY.

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. Intentionally Deleted

10. As Is Condition. **THE SAWS LAND WILL BE CONVEYED IN ITS PRESENT “AS IS” CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS LAND IN ITS PRESENT CONDITION. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS LAND MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE SAWS LAND. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. SUCCESSFUL BIDDER TAKES THE SAWS LAND UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. 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 an 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. SAWS and the Successful Bidder agree 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. The closing date will be on the first business day occurring thirty (30) calendar days after expiration of the Inspection Period for conducting any inspections and environmental assessments on the SAWS Land described in Section 11 above ("Closing"), or on such other date as SAWS and Successful Bidder may mutually agree. The Closing will be at the office of the following title company ("Title Company"):

Alamo Title Company
18618 Tuscany Stone, Suite 240
San Antonio, Texas 78258
210-490-1313

At Closing, the Successful Bidder shall pay the Bid Price (as defined in Section 23), as reduced by the Bid Deposit previously paid to SAWS, in cash or immediate good funds equivalent.

14. Title Policy. Without extending the date for Closing, Successful Bidder may obtain, at its expense, a standard TLTA owner's policy for title insurance for the SAWS Land, in a policy amount equal the Bid Price, subject to all standard exceptions to title, to be issued by Title Company within a reasonable period of time following Closing. Successful Bidder is responsible for all costs for the title policy and any additional endorsements or modifications to such title policy.

15. Proration. The SAWS Land is currently exempt from real property taxes. Taxes for the year of Closing and future years will be the obligation of the Successful Bidder. If this transfer or the Successful Bidder's use of the SAWS Land after Closing results in the assessment of additional taxes, penalties or interest, including without limitation "rollback taxes" (the "Assessments") for periods prior to Closing, the Assessments will be the obligation of the Successful Bidder. Obligations imposed by this Section 15 shall survive Closing.

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

17. Closing Costs. Any escrow fee charged by Title Company shall be paid equally by SAWS and the Successful Bidder. Each party will be responsible for paying its own attorney's fees and the cost of recording any documents delivered to it or them at Closing. All other closing costs are as set forth in this Purchase Agreement.

18. Intentionally Deleted

19. Default. If for any reason the Successful Bidder fails to comply with any of the provisions of this Purchase Agreement, or if any of the representations or warranties of the Successful Bidder contained in this Purchase Agreement are incorrect or become incorrect or untrue, SAWS, at its election, may (i) terminate this Purchase Agreement and retain the Bid Deposit, (ii) waive any unmet requirements and proceed to Closing, (iii) enforce specific performance of this Purchase Agreement, or (iv) pursue any remedies it may have at law or in equity. If SAWS fails to comply with this Purchase Agreement, the Successful Bidder's sole and exclusive remedy under this Purchase Agreement shall be to terminate this Agreement, and so long as the Successful Bidder is not also in default, the Bid Deposit shall be returned by SAWS to the Successful Bidder.

20. Property Information. SAWS has obtained information on the SAWS Land, set forth in more detail in Exhibit "D" attached hereto (the "Property Information Documents"), which will be made available to all prospective Bidders at WWW.SAWS.ORG. In addition, a hard copy may be obtained at:

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

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

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

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

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

b. Bidder
As set out in Section 23 below.

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

23. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. RE-14-005-GC
16236 White Fawn, 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 16236 White Fawn 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 _____, 2014.

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 _____, 2014.

[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 _____, 2014.

[Seal] _____
Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 2014.

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 _____, 2014.

Alamo Title Company

By: _____

Printed Name: _____

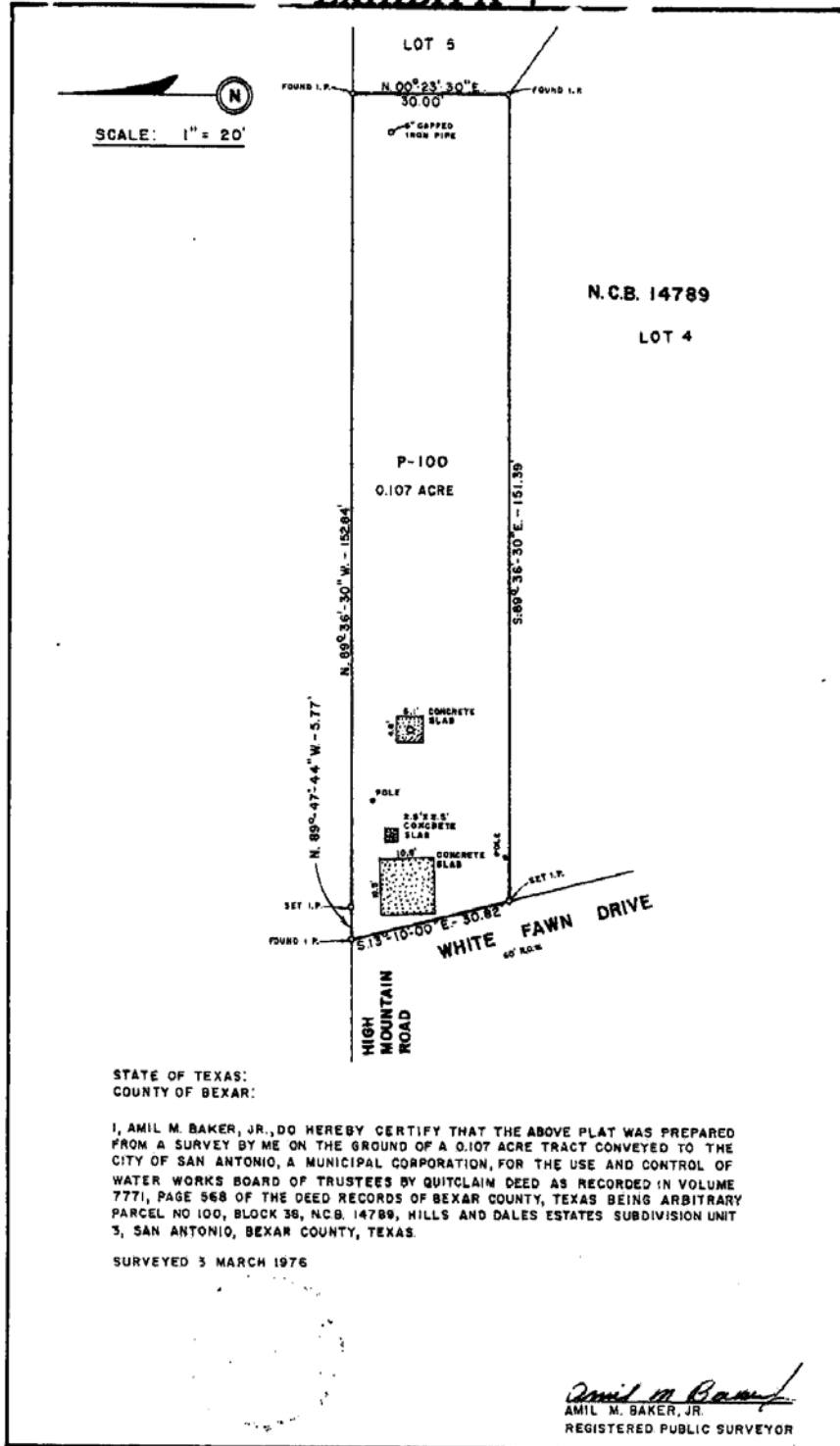
Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

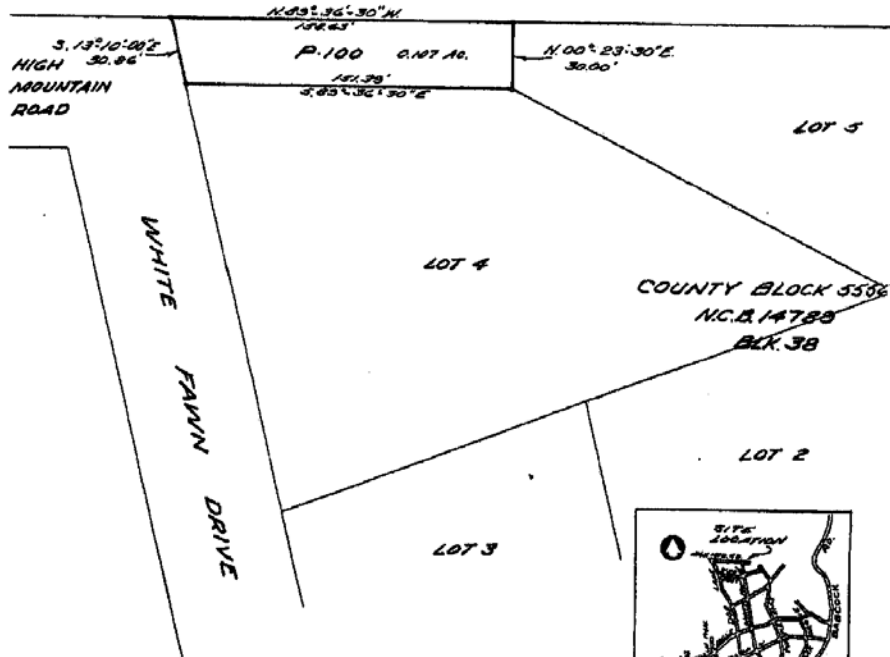
Utility Right of Way in Block 38, County Block 55556-A, New City Block 14789, Hills & Dales Estates Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 5140, Pages 132-135, Deed and Plat Records, Bexar County, Texas, being that property identified as Arbitrary Parcel No. 100 and conveyed in the Quitclaim Deed recorded in Volume 7771, Page 568, Deed Records of Bexar County, Texas, being more particularly described in Exhibit A-1, attached hereto and made a part hereof.

EXHIBIT A - 1





SCALE: 1" = 50'



ARBITRARY PARCEL 100
 BLOCK 38
 COUNTY BLOCK 5556-A
 NEW CITY BLOCK 14789
 HILLS AND DALES ESTATES SUB. UNIT 1

30 1976

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

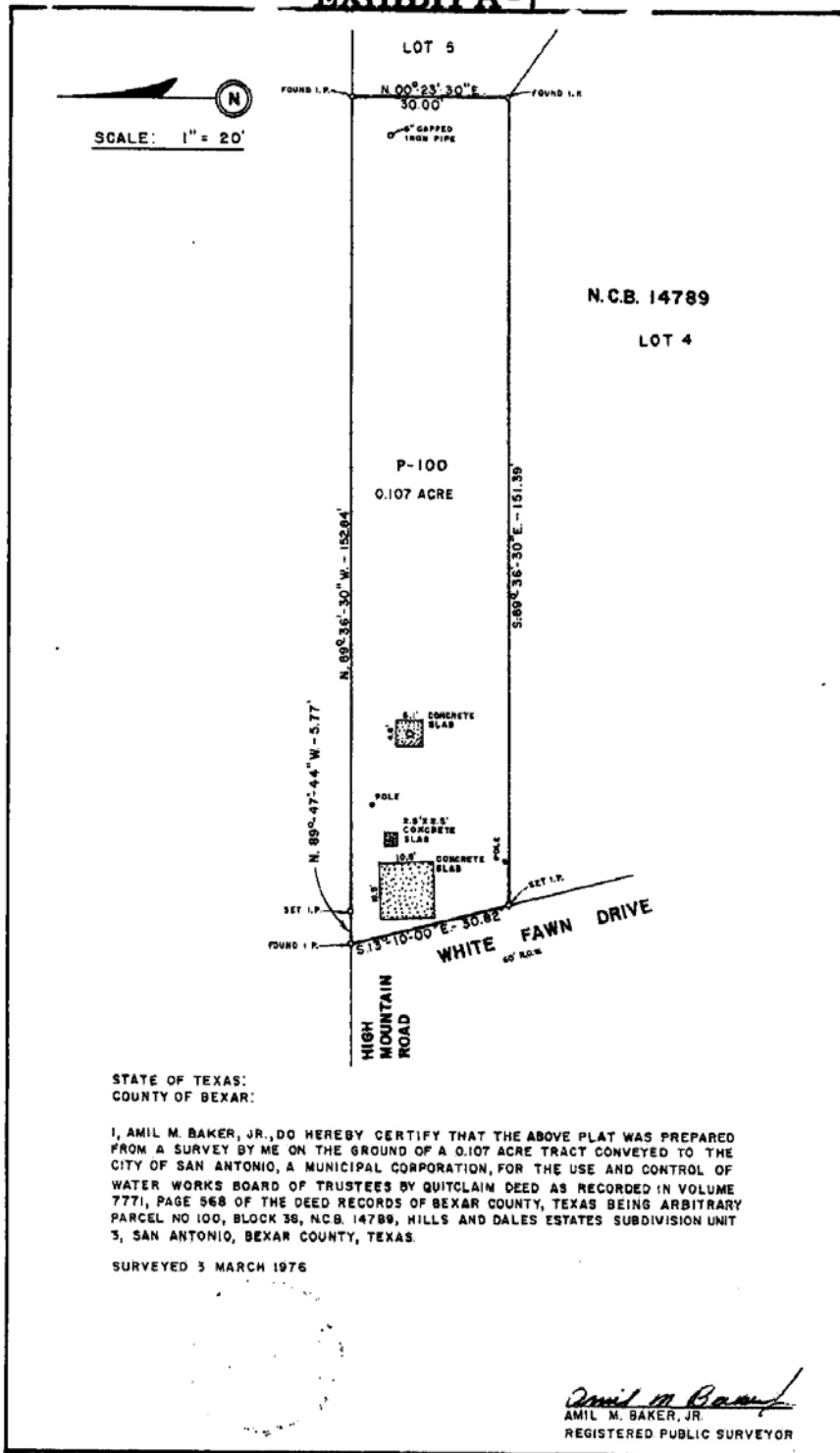
Exhibit "A" – Description of SAWS land

EXHIBIT A
TO RELEASE AND INDEMNITY AGREEMENT

DESCRIPTION OF SAWS LAND

Utility Right of Way in Block 38, County Block 55556-A, New City Block 14789, Hills & Dales Estates Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 5140, Pages 132-135, Deed and Plat Records, Bexar County, Texas, being that property identified as Arbitrary Parcel No. 100 and conveyed in the Quitclaim Deed recorded in Volume 7771, Page 568, Deed Records of Bexar County, Texas, being more particularly described in Exhibit A-1, attached hereto and made a part hereof.

EXHIBIT A-1



STATE OF TEXAS:
COUNTY OF BEXAR:

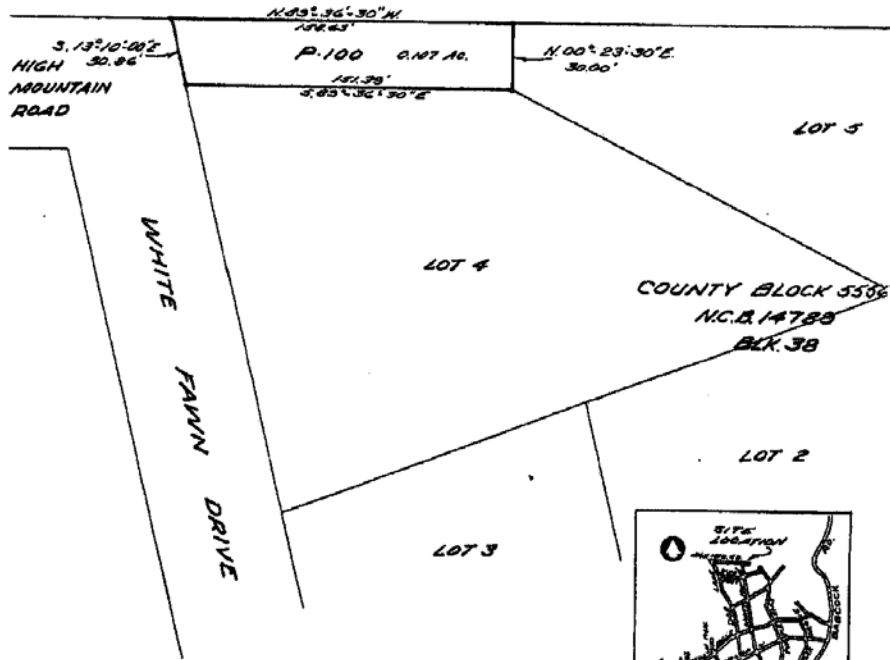
I, AMIL M. BAKER, JR., DO HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM A SURVEY BY ME ON THE GROUND OF A 0.107 ACRE TRACT CONVEYED TO THE CITY OF SAN ANTONIO, A MUNICIPAL CORPORATION, FOR THE USE AND CONTROL OF WATER WORKS BOARD OF TRUSTEES BY QUITCLAIM DEED AS RECORDED IN VOLUME 7771, PAGE 568 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS BEING ARBITRARY PARCEL NO 100, BLOCK 36, N.C.B. 14789, HILLS AND DALES ESTATES SUBDIVISION UNIT 3, SAN ANTONIO, BEXAR COUNTY, TEXAS.

SURVEYED 3 MARCH 1976

Amil M. Baker, Jr.
AMIL M. BAKER, JR.
REGISTERED PUBLIC SURVEYOR



SCALE: 1" = 50'



ARBITRARY PARCEL 100
 BLOCK 38
 COUNTY BLOCK 5556-A
 NEW CITY BLOCK 14789
 HILLS AND DALES ESTATES SUB. UNIT 1

30 . . 1976

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(s) of land in 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. **WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS CONVEYED EXPRESSLY SUBJECT TO THE UTILITY RIGHT OF WAY CREATED BY THE PLAT RECORDED IN VOLUME 5140, PAGES 132-135 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.**

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 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, including but not limited to any warranties under Section 5.023 of the Texas Property Code.

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. 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 2014 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 _____, 201__
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 _____, 201__
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

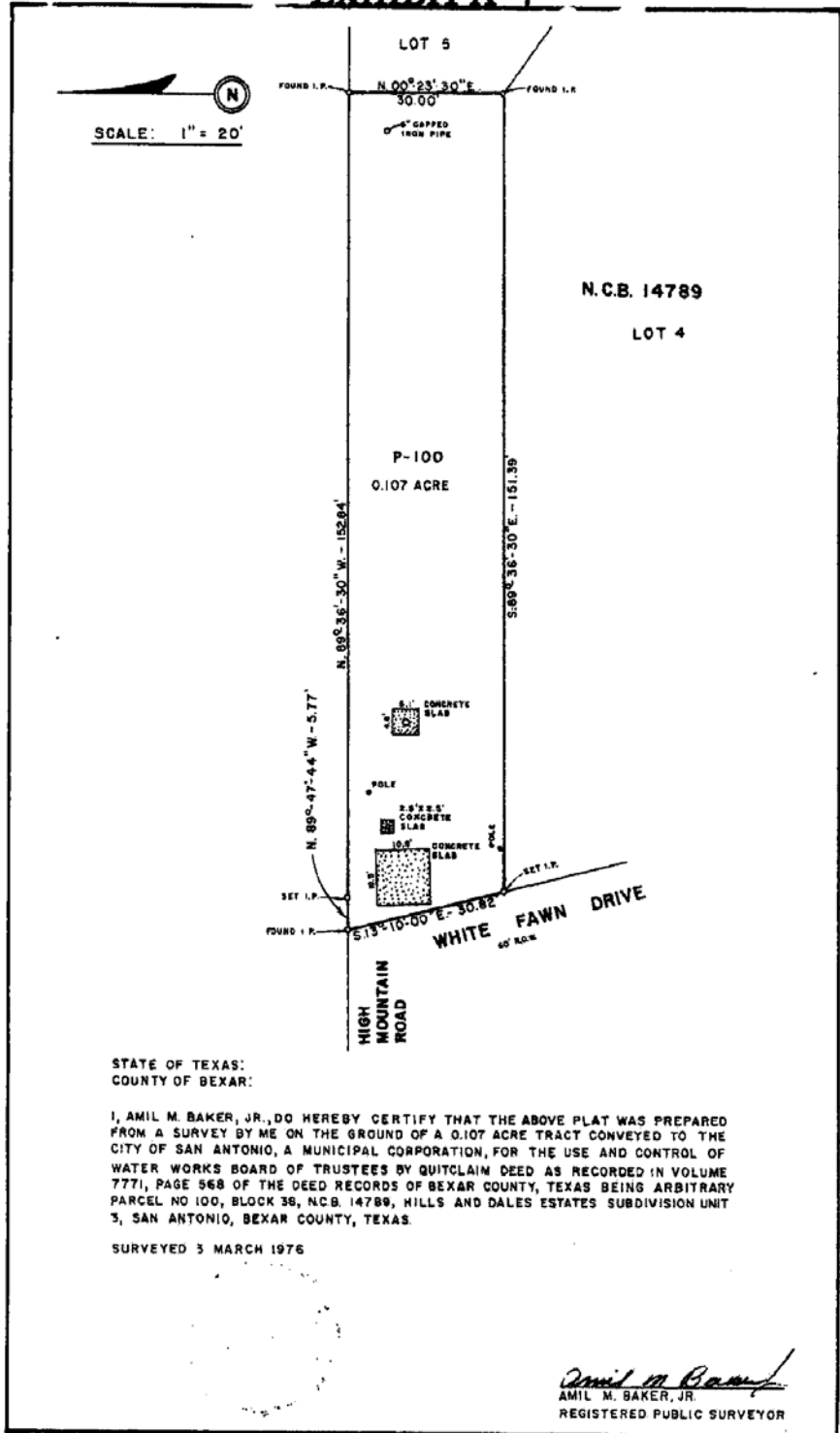
After recording, return to:

EXHIBIT A
TO FORM OF DEED WITHOUT WARRANTY

DESCRIPTION OF SAWS LAND

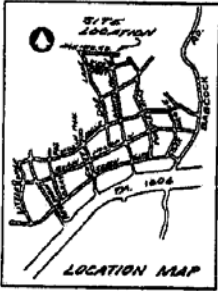
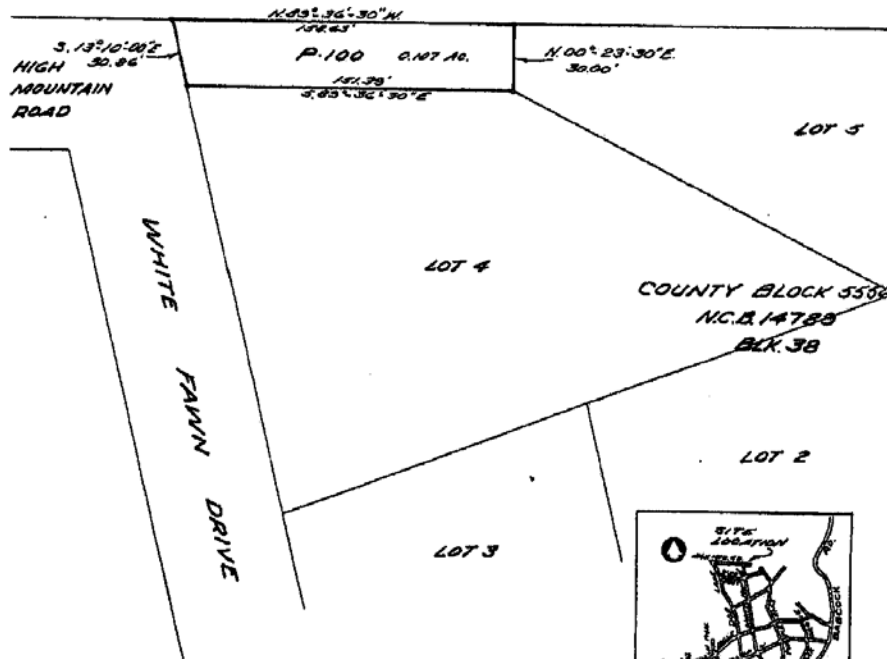
Utility Right of Way in Block 38, County Block 55556-A, New City Block 14789, Hills & Dales Estates Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 5140, Pages 132-135, Deed and Plat Records, Bexar County, Texas, being that property identified as Arbitrary Parcel No. 100 and conveyed in the Quitclaim Deed recorded in Volume 7771, Page 568, Deed Records of Bexar County, Texas, being more particularly described in Exhibit A-1, attached hereto and made a part hereof.

EXHIBIT A-1





SCALE: 1" = 50'



ARBITRARY PARCEL 100
 BLOCK 38
 COUNTY BLOCK 5556-A
 NEW CITY BLOCK 14789
 HILLS AND DALES ESTATES SUB. UNIT 1

30 1976

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

Aerial picture of property

Plat of Subdivision

Survey

Title Commitment, Alamo Title Insurance

Quitclaim Deed, recorded in Volume 7771, Page 568, Deed Records, Bexar County, Texas

Electric Line Right of Way Easement, granted to the City of San Antonio, recorded in Volume 7075, Page 981, Deed Records, Bexar County, Texas.

Utility Right of Way, shown on Plat recorded in Volume 5140, Pages 132-135, Deed Records, Bexar County, Texas

Restrictive Covenants, Volume 5321, Page 729, Deed Records, Bexar County, Texas

Site Plan

Aerial Picture

16236 White Fawn - SAWS Surplus Property



Fay and William Sinkin Natural Area



- Water Pump
- ◆ Water Hydrant
- Water Valve
 - Air Release Valve
 - Blow Off Valve
 - Bypass Valve
 - Check Valve
 - Division Valve
 - ◆ Fire Hydrant Valve
 - Fire Line Valve
 - Interconnect Valve
 - Mainline Valve
 - Pressure Reducing Valve
 - Service Line Valve
 - Swing Tie valve
- ◆ Water Wells
- Water Fitting
- Water Mains
 - Drain Line Main
 - Fire Hydrant Branch
 - Water Distribution Main
 - Water Transmission
- Water Lateral
- Storage Unit
- Water Proposed Pumps
- ◆ Water Proposed Hydrants
- Water Proposed Valves
 - Air Release Valve
 - Blow Off Valve
 - Bypass Valve
 - Check Valve
 - Division Valve
 - ◆ Fire Hydrant Valve
 - Fire Line Valve
 - Interconnect Valve

0.0 0 0.01 0.0 Miles

Notes

1: 750

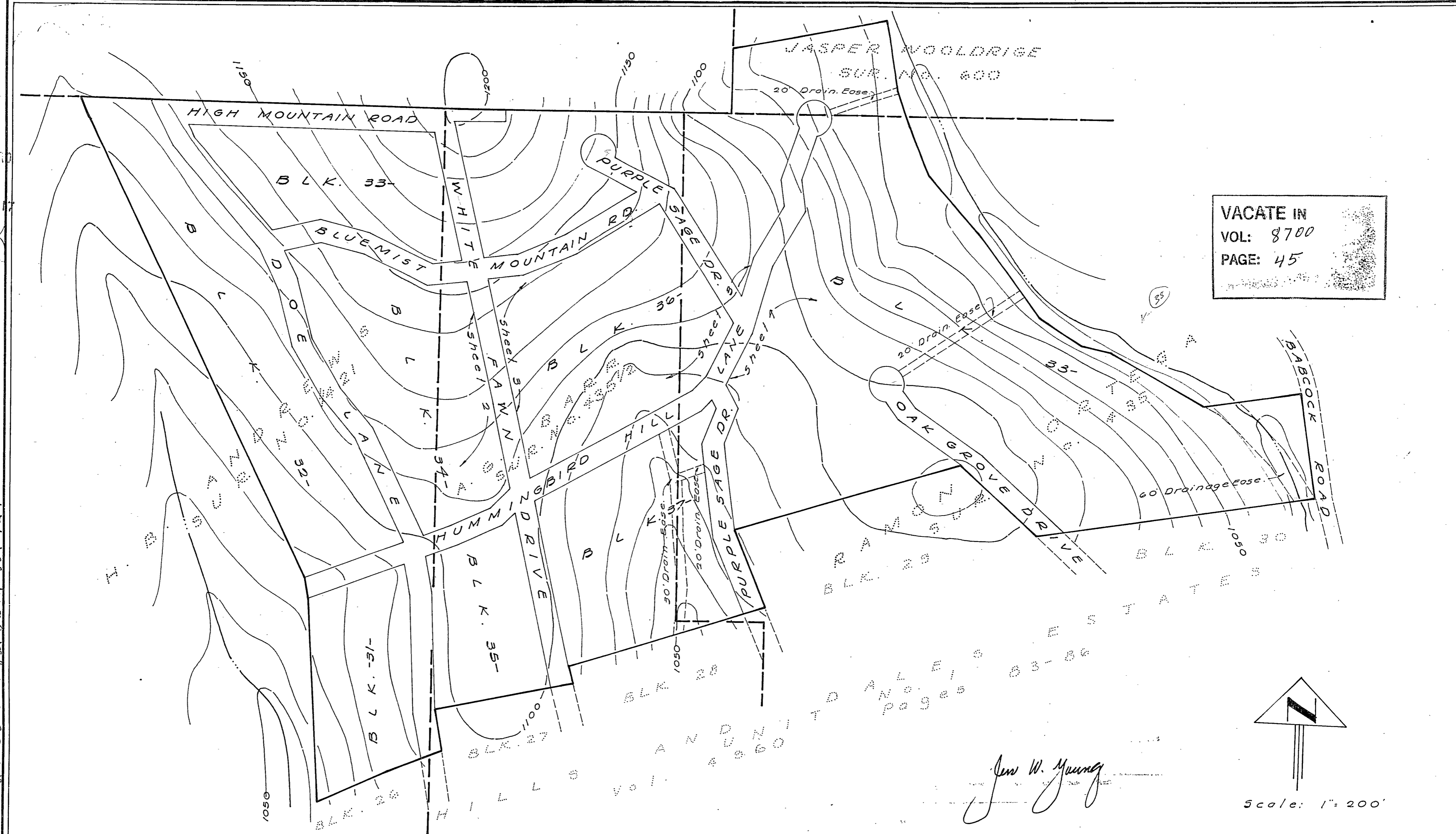
SAWS GIS: A wealth of information at your fingertips.

This utility map is for reference only. The information may not represent what actually has been constructed. S.A.W.S. Explicitly disclaims any representation of the accuracy of the information and assumes no liability for any errors, omissions, or inaccuracies in the map regardless of how caused. Field verification should be done as necessary. S.A.W.S. prohibits the reproduction or sale of this document. This utility map may not under any circumstances, be copied, reproduced or published in any form or media, or transferred to another without written permission of the San Antonio Water System.

**Plat, recorded in
Volume 5140, Pages 132-135,
Deed Records, Bexar County, Texas**

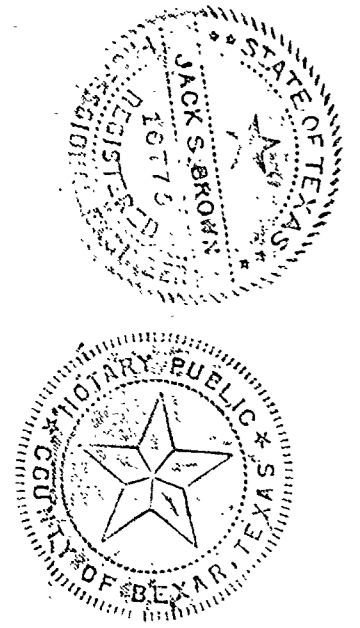
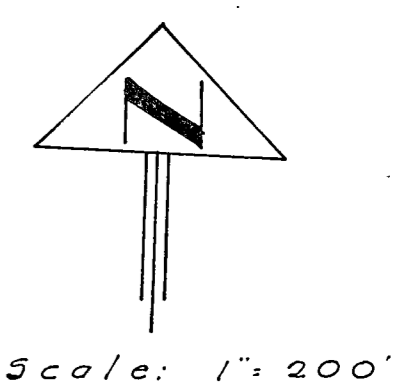
FILED FOR RECORD
 IN MY OFFICE
 SEP 17 1964
 BY *Joe Pasca*
 Brown

VACATE IN
 VOL: 8700
 PAGE: 45



Restrictions Vol 5321 Vol 729

Jim W. Young



STATE OF TEXAS
 COUNTY OF BEKAR
 I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.
Jack S. Brown
 REGISTERED PROFESSIONAL ENGINEER
 SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September,
 A. D., 1964.
Annie B. Seates
 NOTARY PUBLIC
 BEKAR COUNTY, TEXAS

INDEX & CONTOUR PLAT
 OF
HILLS & DALES ESTATES SUBDIVISION
 BEING 87.12 AC. OF LAND; 27.2 AC. OUT OF THE H.B. ANDREWS SUR. NO. 1421; 25.0 AC. OUT OF THE A.G. BARR SUR. NO. 435 1/2; 32.3 AC. OUT OF THE RAMON ORTEGA SURVEY NO. 435; 2.62 AC. OUT OF THE JASPER WOOLDRIGE SUR. NO. 600, BEKAR COUNTY, TEX.

STATE OF TEXAS
 COUNTY OF BEKAR
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.
Jack S. Brown
 REGISTERED PROFESSIONAL ENGINEER
 OR
 REGISTERED PUBLIC SURVEYOR
 SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September,
 A. D. 1964.
Annie B. Seates
 NOTARY PUBLIC
 BEKAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEKAR
 THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGED THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.
Lucia Thurman
 OWNER
 Filed for record Sept 17 A. D., 1964 at 9:17 o'clock P.M.
 Recorded & Indexed Sept 21 A. D., 1964 at 2:15 o'clock P.M.
 JAMES W. KNIGHT
 County Clerk, Bexar County, Texas
 By *Joe Pasca* Deputy

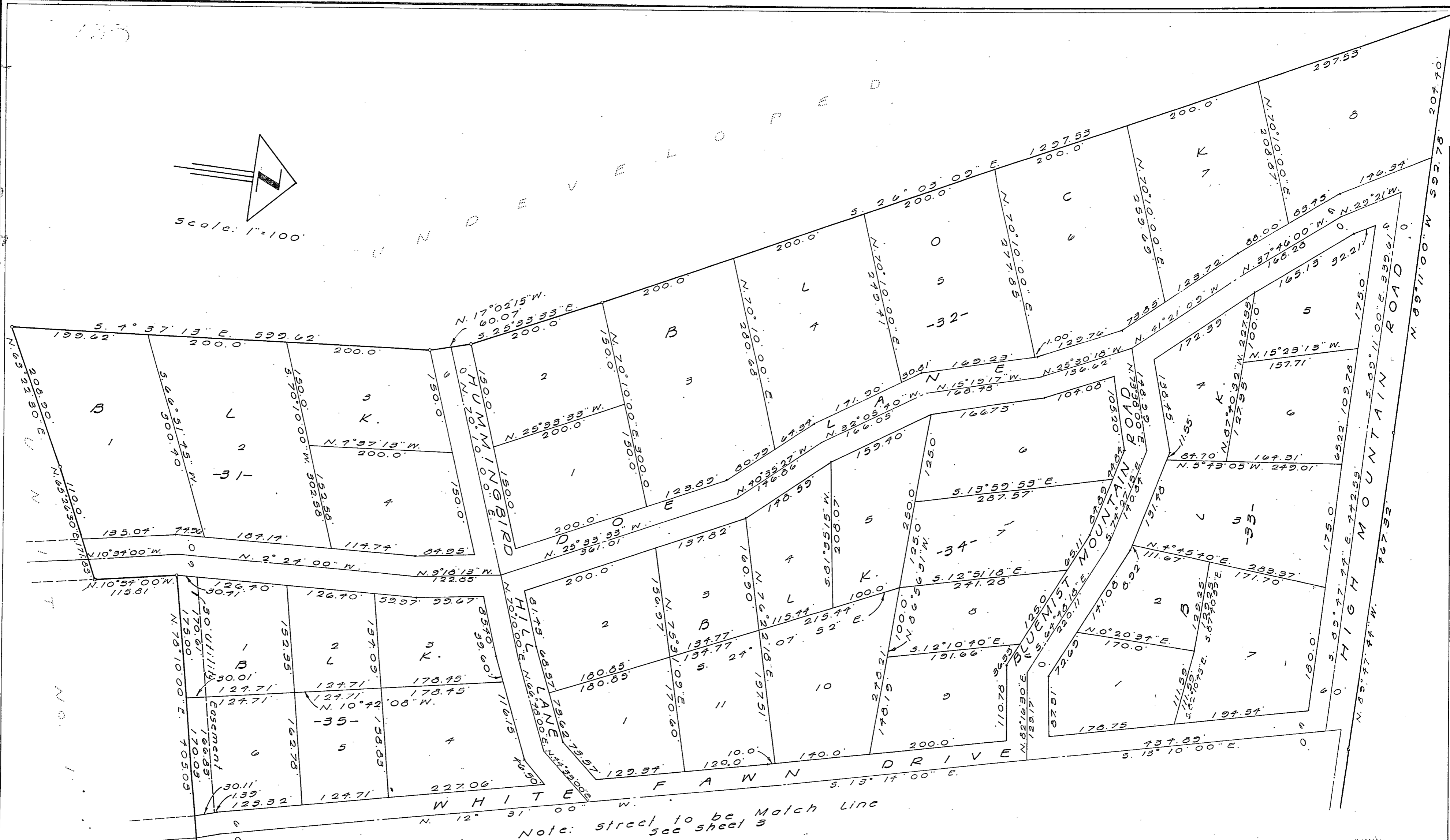
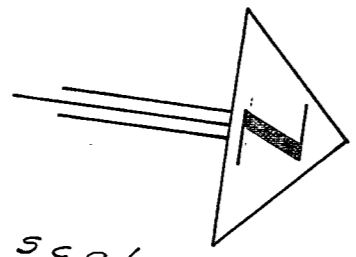
Approved This 16th day of Sept. 1964
Joe Pasca
 Bexar County Engineer
 STATE OF TEXAS
 COUNTY OF BEKAR
 BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
 LUCIA THURMAN
 KNOWN TO ME TO BE THE PERSON
 WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September,
 A. D. 1964.
Annie B. Seates
 NOTARY PUBLIC
 BEKAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEKAR
 I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A. D. _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A. D. _____ AT _____ M. IN THE RECORDS OF _____ OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A. D. _____
 COUNTY CLERK, BEKAR COUNTY, TEXAS

SHEET 1 OF 4
 606565 SEP 17 '64 VOL 5140 132 DEPUTY P. A. CO.

FILED FOR RECORD
CITY OFFICE

SEP 17 1964



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

Jack D. Brown
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September,
A. D. 1964

Annie B. Seates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

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

Lucia Thurman
OWNER

Filed for record Sept 17 A. D. 1964 at 9:17 o'clock A. M.
Recorded & Indexed Sept 21 A. D. 1964 at 2:18 o'clock P. M.

JAMES W. KNIGHT
County Clerk, Bexar County, Texas

By D. S. Parglow Deputy
Joe Arisco Deputy

SUBDIVISION
OF
PLAT

HILLS & DALES ESTATES SUBDIVISION

BEING 87.12 AC. OF LAND, 27.2 AC. OUT OF THE
H.B. ANDREWS SUR. NO. 1421; 25.0 AC. OUT OF
THE A.G. BARR SUR. NO. 435 1/2; 32.3 AC. OUT
OUT OF THE RAMON ORTEGA SUR. NO. 435;
2.62 AC. OUT OF THE JASPER WOOLDRIGE SUR.
NO. 600; BEXAR COUNTY, TEXAS.

Approved This 16th day of Sept, 1964

Shirley Cagell
Bexar County Engineer

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LUCIA THURMAN KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME
THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September
A. D. 1964

Annie B. Seates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

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

Jack D. Brown
REGISTERED PROFESSIONAL ENGINEER
OR
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September,
A. D. 1964

Annie B. Seates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

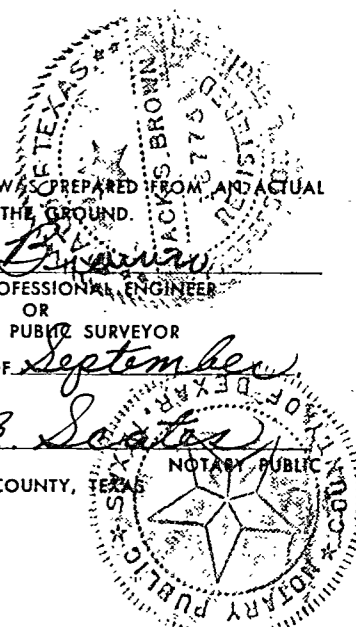
STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____

A. D. _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____
A. D. _____ AT _____ M. IN THE RECORDS OF _____
OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS
DAY OF _____, A. D. _____

COUNTY CLERK, BEXAR COUNTY, TEXAS



Note: Street to be Match Line
see sheet 2



STATE OF TEXAS
COUNTY OF BEXAR
Before me, the undersigned authority, on this day personally appeared Archie Lee Evans and Lydia Mae Evans his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Lydia Mae Evans wife of said Archie Lee Evans having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Lydia Mae Evans acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this 16th day of September, A.D. 1964
Annie B. Scates
Notary Public Bexar County, Texas

ANNIE B. SCATES
Notary Public, Bexar County, Texas

Scale: 1"=100'

| Curve No. | Delta | Radius | Tangent | Length |
|-----------|------------|--------|---------|---------|
| -1- | 258°27'77" | 50.0' | — | 225.55' |
| -2- | 256°15'36" | 50.0' | — | 275.81' |

SUBDIVISION PLAT OF

HILLS & DALES ESTATES SUBDIVISION

UNIT "3"
BEING 87.12 AC. OF LAND; 27.2 AC. OUT OF THE H.B. ANDREWS SUR. NO. 1/421; 25.0 AC. OUT OF THE A.G. BARR SUR. NO. 435 1/2; 32.3 AC. OUT OF THE RAMON ORTEGA SUR. NO. 435; 2.62 AC. OUT OF THE JASPER WOOLDRIDGE SUR. NO. 600, BEXAR COUNTY, TEX.

Approved This 16th day of Sept. 1964

Sho. H. Ogden
Bexar County Engineer

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

Jack A. Brown
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September, A.D. 1964

Annie B. Scates
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF BEXAR
Notary Public, Bexar County, Texas

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

Lucia Thurman
OWNER

Owners of Lot 3, Blk. 38
Filed for record Sept 17 A.D. 1964 at 9:17 o'clock A.M.
Recorded & Indexed Sept 21 A.D. 1964 at 2:20 o'clock P.M.

JAMES W. KNIGHT
County Clerk, Bexar County, Texas

By **D.S. Reglow** Deputy

Joe Roscar Deputy

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LUCIA THURMAN
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September, A.D. 1964

Annie B. Scates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

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

Jack A. Brown
REGISTERED PROFESSIONAL ENGINEER
OR REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September, A.D. 1964

Annie B. Scates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE DAY OF A.D. AT M. AND DULY RECORDED THE DAY OF A.D. AT M. IN THE RECORDS OF OF SAID COUNTY, IN BOOK VOLUME ON PAGE

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS DAY OF A.D. COUNTY CLERK, BEXAR COUNTY, TEXAS

SHEET 3 OF 4

606367

SEP 17 '64

VOL 5140

13 DEPUTY P.A.C.

HILLS & DALES ESTATES SUBDIVISION

UNIT "3"
87.12 AC. OF LAND; 27.2 AC. OUT OF THE
H.B. ANDREWS SUR. NO. 1421; 25.0 AC. OUT
OF THE A.G. BARR SUR. NO. 435 1/2; 323
AC. OUT OF THE RAMON ORTEGA SUR. NO.
435; 2.62 AC. OUT OF THE JASPER
WOOLDRIGE SURVEY NO. 600; BEXAR
COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO,
AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGED THAT THIS PLAT
WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL
STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON
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Lucia Thurman
OWNER

STATE OF TEXAS
COUNTY OF BEXAR

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WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME
THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September
A. D. 1964

Annie S. Seaton
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

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

Jack S. Ginn
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September
A. D. 1964

Annie S. Seaton
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO
THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

Jack S. Ginn
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September
A. D. 1964

Annie S. Seaton
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

Approved this 16th day of Sept. 1964

Geo. S. Caspell
Bexar County Engineer

STATE OF TEXAS
COUNTY OF BEXAR

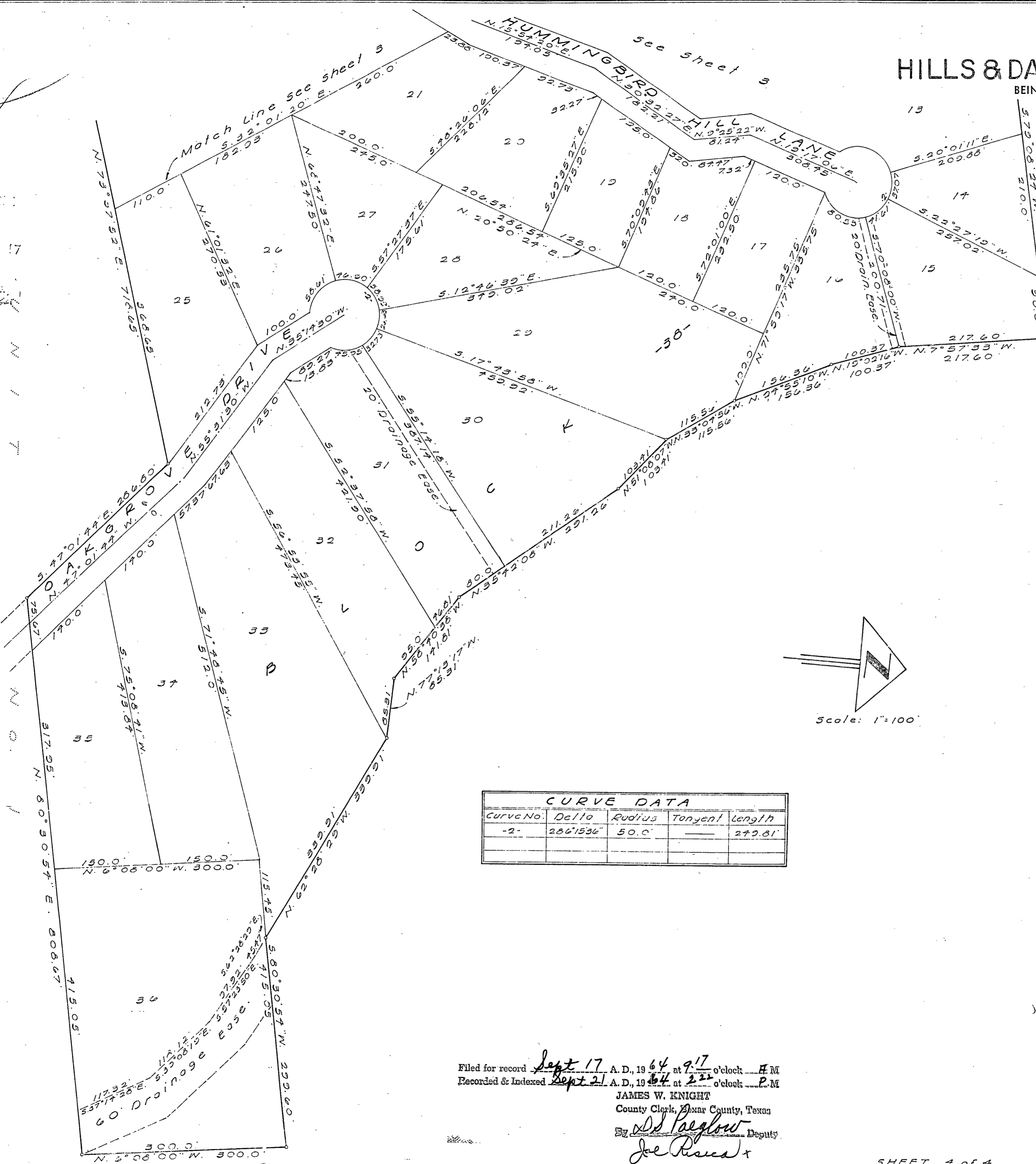
I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION
WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____
A. D. AT _____ M. AND DULY RECORDED THE _____ DAY OF _____
A. D. AT _____ M. IN THE RECORDS OF _____
OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE. THIS
DAY OF _____ A. D. _____

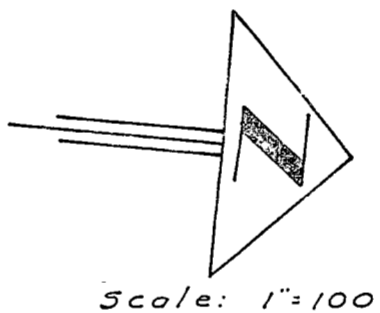
COUNTY CLERK, BEXAR COUNTY TEXAS

SHEET 4 of 4
606368 SEP 17 '64 VOL 5140 135

Restrictions Vol 5321 Page 729



| CURVE DATA | | | |
|------------|------------|--------|----------------|
| Curve No. | Delta | Radius | Tangent Length |
| -2- | 286°15'36" | 50.0 | 279.81 |
| | | | |
| | | | |

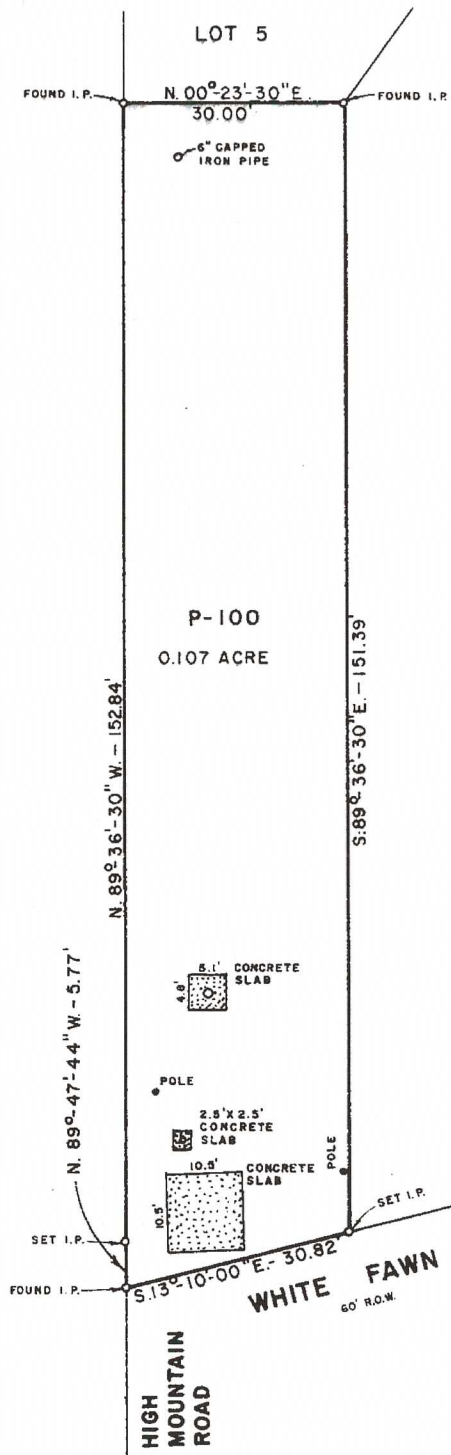


Filed for record Sept 17 A. D. 1964 at 9:17 o'clock P.M.
Recorded & Indexed Sept 21 A. D. 1964 at 2:22 o'clock P.M.
JAMES W. KNIGHT
County Clerk, Bexar County, Texas
Joe Pascoe
Deputy

BABCOCK ROAD

Survey
March 3, 1976

SCALE: 1" = 20'



N.C.B. 14789
LOT 4

STATE OF TEXAS:
COUNTY OF BEXAR:

I, AMIL M. BAKER, JR., DO HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM A SURVEY BY ME ON THE GROUND OF A 0.107 ACRE TRACT CONVEYED TO THE CITY OF SAN ANTONIO, A MUNICIPAL CORPORATION, FOR THE USE AND CONTROL OF WATER WORKS BOARD OF TRUSTEES BY QUITCLAIM DEED AS RECORDED IN VOLUME 7771, PAGE 568 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS BEING ARBITRARY PARCEL NO. 100, BLOCK 38, N.C.B. 14789, HILLS AND DALES ESTATES SUBDIVISION UNIT 3, SAN ANTONIO, BEXAR COUNTY, TEXAS.

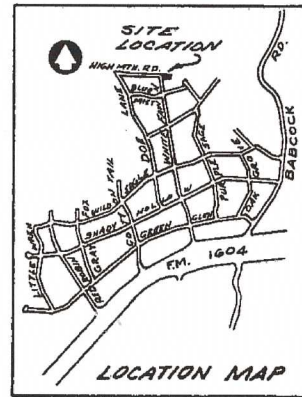
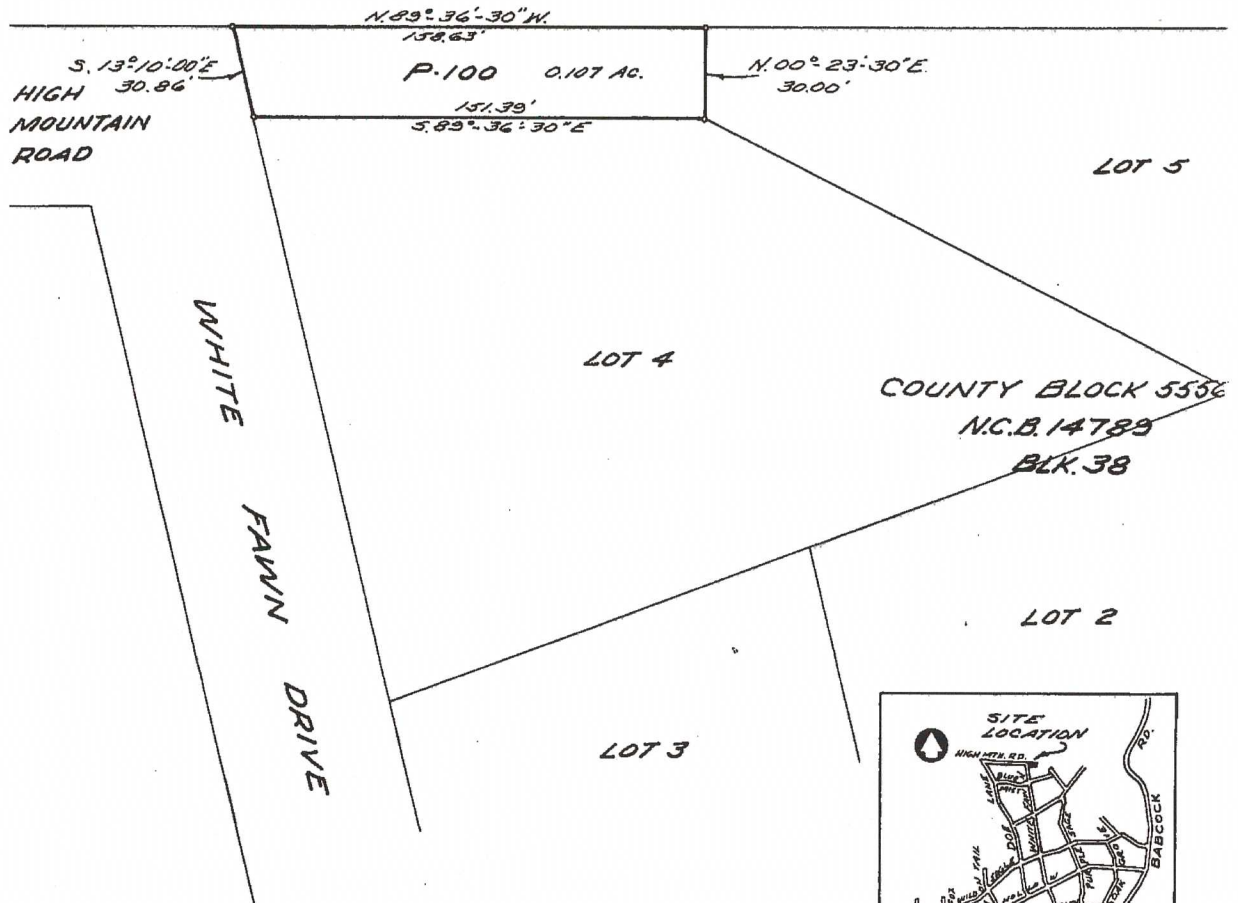
SURVEYED 3 MARCH 1976



Amil M. Baker, Jr.
AMIL M. BAKER, JR.
REGISTERED PUBLIC SURVEYOR



SCALE: 1" = 50'



ARBITRARY PARCEL 100
 BLOCK 38
 COUNTY BLOCK 5556-A
 NEW CITY BLOCK 14789
 HILLS AND DALES ESTATES SUB. UNIT 1

Title Commitment

AN "OUT OF COUNTY TITLE COMPANY" IS DEFINED TO BE A TITLE INSURANCE COMPANY, TITLE INSURANCE AGENT, OR ANY REPRESENTATIVE OR AGENT THEREOF, WHICH HAS NOT CONTRACTED WITH TEXAS TITLE DATA TO ACCESS THE TITLE PLANT USED TO PREPARE A TITLE INSURANCE COMMITMENT. THIS COVER LETTER *MUST* ACCOMPANY A TITLE INSURANCE COMMITMENT PROVIDED TO AN OUT OF COUNTY TITLE COMPANY.

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Texas Title Data, Inc. ("Texas Title Data"). Texas Title Data owns and maintains land title plants for various Texas counties, and has granted our company a license to use one or more of these title plants. Our company's right to access and use Texas Title Data's title plants is governed by the agreement we have with Texas Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Texas Title Data's records and information.

We are permitted by Texas Title Data to provide your company with this title insurance commitment *if and only if* (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Texas Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Texas Title Data title plant service for the county to which this title insurance commitment pertains, and (iii) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy *all* of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iii) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Texas Title Data and all other liabilities, losses or damages incurred by us relating to , or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

COMMITMENT FOR TITLE INSURANCE

Issued by **Alamo Title Insurance**



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

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

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

Alamo Title Company
18618 Tuscany Stone Drive, Ste 240
San Antonio, TX 78258
210-490-1313

Authorized Officer or Agent



ALAMO TITLE INSURANCE

By:

President

Attest

Secretary

CONDITIONS AND STIPULATIONS

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

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **May 15, 2014**

GF. No. 4002001756

Commitment No.: Not Applicable issued: **May 22, 2014**
(if applicable)

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$To Be Determined**
PROPOSED INSURED: **To Be Determined**
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-
2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:
Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:
City of San Antonio
4. Legal description of land:

Arbitrary Parcel No. 100, Block 38, County Block 55556-A, New City Block 14789, Hills & Dales Estates Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 5140, Pages 132-135, Deed and Plat Records, Bexar County, Texas.

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

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

Volume 5321, Page 729, Deed Records, Bexar County, Texas. Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2013**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2013**, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form

Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Electric Line Right-Of-Way Easement, granted to the City of San Antonio, recorded in Volume 7075, Page 981, Deed Records, Bexar County, Texas.**
- b. **Utility Right-Of-Way, shown on plat recorded in 5140, Pages 132-135, Deed and Plat Records, Bexar County, Texas.**
- c. **Those liens created at closing, if any, pursuant to Lender's instructions.**
- d. **Rights of Parties in Possession (Owner Policy Only)**
- e. **Visible and apparent easements over and across subject property. (Owner Policy Only)**
- f. **If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:**

Owner's and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of BEXAR County, Texas, prior to the date hereof.

Owner's Policy(ies) Only: Liability hereunder at the date hereof is limited to . Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- g. **The following exception will appear in any policy issued (other than the T-1R Residential Owner's Policy of Title Insurance and the T-2R Short-Form Residential Loan Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:**

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **The following note is for informational purposes only:**

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

None found of record.
6. **The last Deed found of record affecting the Land was recorded March 8, 1976 at Volume 7771, Page 568, of the Deed Records of BEXAR County, Texas, wherein the grantee acquired subject property.**
7. **Determine the identity of purchaser and submit to the Examination Department for records check.**

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE D**

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

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

| | | |
|------------------------|--------------------------|------------------------|
| <u>Officers</u> | | <u>Directors</u> |
| Raymond Randall Quirk | President | Raymond Randall Quirk |
| Anthony John Park | Executive Vice President | Anthony John Park |
| Michael Louis Gravelle | Secretary | George Patrick Scanlon |
| Daniel Kennedy Murphy | Treasurer | Kevin Donald Lutes |
| | | Erika Meinhardt |
| | | John Arthur Wunderlich |
| | | Roger Scott Jewkes |

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

2. The following disclosures are made by the Title Insurance Agent Issuing this Commitment: **Alamo Title Company**
- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Alamo Title Holding Company owns 100% of Alamo Title Company
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc., which owns 100% of Chicago Title and Trust Company, which owns 100% of Alamo Title Holding Company, which owns 100% of Alamo Title Insurance
- c. The following persons are officers and directors of the Title Insurance Agent: **Alamo Title Company**

| | | |
|-----------------------|-------------------------|---|
| <u>DIRECTORS:</u> | <u>OFFICERS:</u> | |
| Raymond Randall Quirk | Edward J. Hall | President |
| Anthony John Park | Raymond Randall Quirk | Chief Executive Officer |
| | Anthony John Park | Executive Vice President |
| | Daniel Kennedy Murphy | Treasurer |
| | Michael L. Gravelle | Secretary |
| | Joseph William Grealish | Executive Vice President & Regional Manager |

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

You are further advised that the estimated title premium* is:

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

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

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

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

TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION
(Not Applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to **require arbitration** if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type,

operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you

may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

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

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non- Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.

The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the

Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

**Quitclaim Deed, recorded in
Volume 7771, Page 568,
Deed Records, Bexar County, Texas**

275

5-605

NOTICE

Prepared by the State Bar of Texas for use by Lawyers Only. 4-1-5M
To select the proper form, fill in blank spaces, strike out form provisions
or insert special terms constitutes the practice of law. No "standard
form" can meet all requirements.

634944

QUITCLAIM DEED

VOL 7771 PAGE 568

THE STATE OF TEXAS
COUNTY OF BEXAR

} MAR-8-76 32045 B-T
KNOW ALL MEN BY THESE PRESENTS: 2.50

That University Hills, Inc.

of the County of Bexar, State of Texas, for and

in consideration of the sum of Ten and no/100 DOLLARS

in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have QUIT-
CLAIMED, and by these presents do QUITCLAIM unto the City of San Antonio, a municipal cor-
poration, for the use and control of the Water Works Board of Trustee of the

County of Bexar, State of Texas, all of its right,

title and interest in and to the following described real property situated in San Antonio, Bexar County,

Texas, to-wit:

Arbitrary Parcel No. 100, Block 38, Hills and Dales Estates Subdivision,
Unit 3, New City Block 14789, situated within the corporate limits of the City of
San Antonio, Bexar County, Texas as shown on the plat recorded in Volume 5140, Page
135, of the Deed and Plat Records of Bexar County, Texas;

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described property
and premises unto the said grantee, its successors and assigns forever, so that neither it nor
its successors, legal representatives or assigns shall have, claim or demand any right or title to the
aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this 23rd day of December, A. D. 1975

Charles A. Kuper, Jr.
Charles A. Kuper, Jr., Vice President
University Hills, Inc.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Charles A. Kuper, Jr., Vice President of University Hills, Inc.

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 on this the 23rd day of December; A. D. 1975.



Sandra L. Wilson
Notary Public in and for Bexar County, Texas.

SANDRA L. WILSON
Notary Public, Bexar County, TEXAS

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

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

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for _____ County, Texas.

QUITCLAIM DEED

University Hills, Inc.

TO

the City of San Antonio, Texas

FILED IN MY OFFICE
JAMES W. BRIGHT
COUNTY CLERK BEXAR CO
1976 MAR -8 AM 10:30

STATE OF TEXAS
COUNTY OF BEXAR }
I hereby certify that this instrument was
date and at the time stamped hereon by me
RECORDED in the Volume and Page of the U.
of Bexar County, Texas, as stamped hereon



MAR 8 1976

James W. Bright
COUNTY CLERK
BEXAR COUNTY, TEXAS

PREPARED IN THE LAW OFFICE OF:

Michael H. Callaway
2002 Frost Bank Tower
San Antonio, Texas 78205

PLEASE RETURN TO:

City Water Board
1001 East Market Street
San Antonio, Texas 78298

Attn: Ernest E. Schaefer

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

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

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for _____ County, Texas.

VOL 7771
PAGE 569

**Electrical Easement, recorded in
Volume 7075, Page 981,
Deed Records, Bexar County, Texas**

RETURN TO: Secretary-Treasurer
City Public Service Board
P. O. Box 1721
San Antonio, Texas 78205 250

338-11-1

1972-12-13 4:30 PM

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS)
COUNTY OF BEXAR) KNOW ALL MEN BY THESE PRESENTS:

That UNIVERSITY HILLS, INC., acting by and through its duly authorized officers, and joined herein by WILLIAM OFSOWITZ, for and in consideration of One Dollar (\$1.00), in hand paid by the City Public Service Board of San Antonio, a municipal board of the CITY OF SAN ANTONIO, set up and created under the Indenture executed by the CITY OF SAN ANTONIO to HARRIS TRUST AND SAVINGS BANK and F. O. MANN, Trustees, dated February 1, 1951, and recorded in Volume 2966, pages 287-376 of the Deed of Trust Records of Bexar County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the CITY OF SAN ANTONIO in Bexar County, Texas, as a part of its electric and gas system, an easement and right-of-way for an electric transmission and distribution line consisting of variable numbers of wires and all necessary or desirable appurtenances at or near the location, and along the general course now located and staked out by the said City of San Antonio, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

Being Lot 5, Block 38, Hills and Dales Subdivision, Unit #3, according to a plat thereof recorded in Volume 5140, pages 133-135, Deed and Plat Records of Bexar County, Texas.

Said electric line to be located parallel and closely adjacent the south west line of said Lot 5 Blk. 38, Hills and Dales Subdivision, Unit #3.

Together with the right of reasonable ingress and egress over our adjacent lands to or from said right of way, insofar as such right of ingress and egress over and across such property is reasonably necessary to the proper use of any other right granted herein, for the purpose of constructing, reconstructing, inspecting, patrolling, erecting poles, hanging new wires on, maintaining, and removing said lines; the right to relocate along the same general direction of said lines; the right to remove from said easement all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or appurtenances thereto, and grantors agree that no such building or structure will hereafter be erected by grantors, its successors or legal representatives, so long as this easement remains in effect; and the right of exercising all other rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the City of San Antonio, Texas, its successors and assigns, until the use of said easement by grantee shall be permanently abandoned.

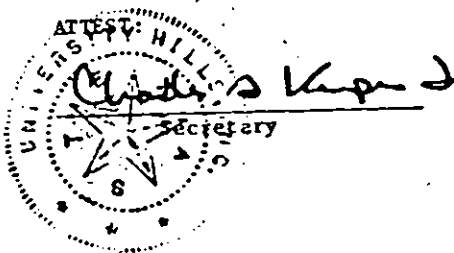
And UNIVERSITY HILLS, INC. and WILLIAM OFSOWITZ do hereby bind themselves and their heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 12th day of December, 1972.

UNIVERSITY HILLS, INC.

By: Charles A. Kuper
Charles A. Kuper, President

William Ofsowitz
William Ofsowitz



NO. 7075 REV. 981

Vol 7075 page 982

THE STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. Kuper, President of UNIVERSTIY HILLS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated, as the act and deed of said corporation.

Given under my hand and seal of office, this the 12th day of December, 1972.

Lillian Factor

Notary Public in and for
Bexar County, Texas



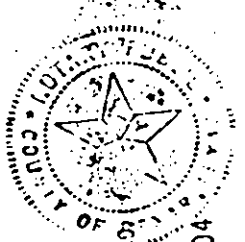
THE STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM OFSOWITZ, 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 purpose and consideration therein expressed.

Given under my hand and seal of office this 13 day of Dec, 1972.

Judith S. Hoff

Notary Public in and for
Bexar County, Texas



STATE OF TEXAS
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Bexar County, Texas, as stamped hereon by me.

APR 25 1973



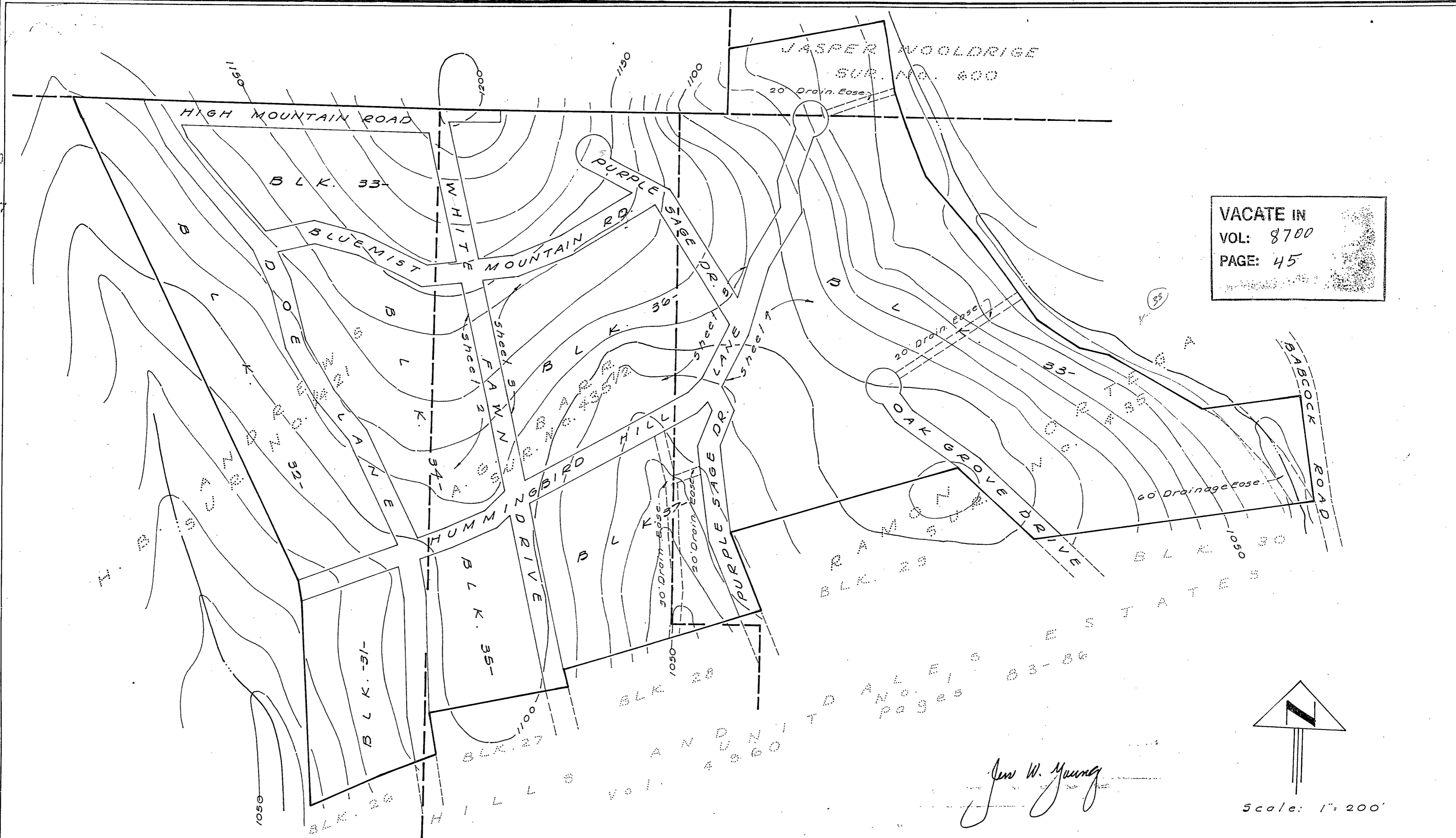
James W. Wright
COUNTY CLERK
BEXAR COUNTY, TEXAS

NOTARY PUBLIC
COUNTY CLERK BEXAR COUNTY TEXAS
1973 APR 25 AM 11 04

**Utility Right of Way,
Shown on Plat recorded in
Volume 5140, Page 132-135,
Deed Records, Bexar County, Texas**

FILED FOR RECORD
 IN MY OFFICE
 BY *[Signature]*
 Brown

VACATE IN
 VOL: 8700
 PAGE: 45



Restrictions Vol 5321 Vol 729

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

Jack A. Brown
 REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September, A. D., 1964

Annie B. Seates
 NOTARY PUBLIC
 BEKAR COUNTY, TEXAS

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

Lucia Thurman
 OWNER

Filed for record Sept 17 A. D., 1964 at 9:17 o'clock P.M.
 Recorded & Indexed Sept 21 A. D., 1964 at 2:15 o'clock P.M.

JAMES W. KNIGHT
 County Clerk, Bexar County, Texas
 By *D. J. Paeglow*
 Deputy
Joe R. Rouse Deputy

INDEX & CONTOUR PLAT
 OF
HILLS & DALES ESTATES SUBDIVISION

BEING 87.12 AC. OF LAND; 27.2 AC. OUT OF THE H. B. ANDREWS SUR. NO. 1421; 25.0 AC. OUT OF THE A. G. BARR SUR. NO. 435 1/2; 32.3 AC. OUT OF THE RAMON ORTEGA SURVEY NO. 435; 2.02 AC. OUT OF THE JASPER WOOLDRIGE SUR. NO. 600, BEKAR COUNTY, TEX.

Approved This 16th day of Sept. 1964

Shes. H. Ogden
 Bexar County Engineer

STATE OF TEXAS
 COUNTY OF BEKAR
 BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LUCIA THURMAN
 KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September, A. D. 1964

Annie B. Seates
 NOTARY PUBLIC
 BEKAR COUNTY, TEXAS

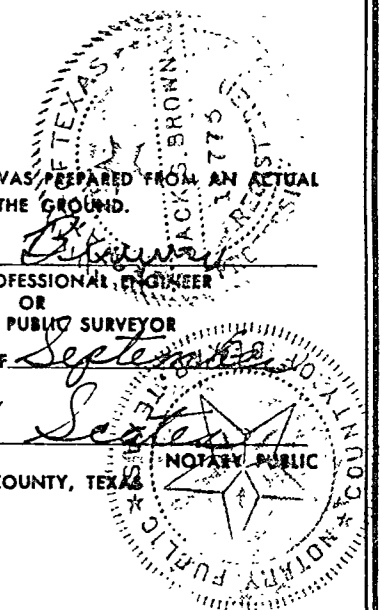
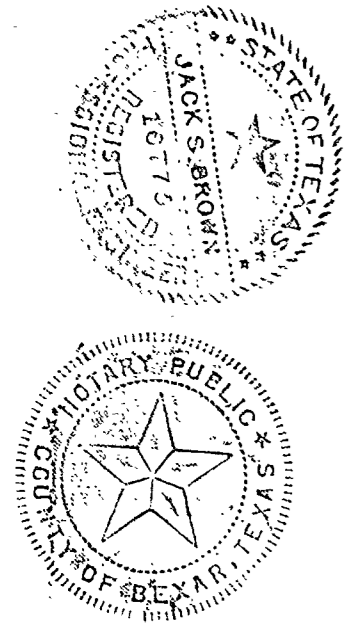
STATE OF TEXAS
 COUNTY OF BEKAR
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Jack A. Brown
 REGISTERED PROFESSIONAL ENGINEER
 OR
 REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September, A. D. 1964

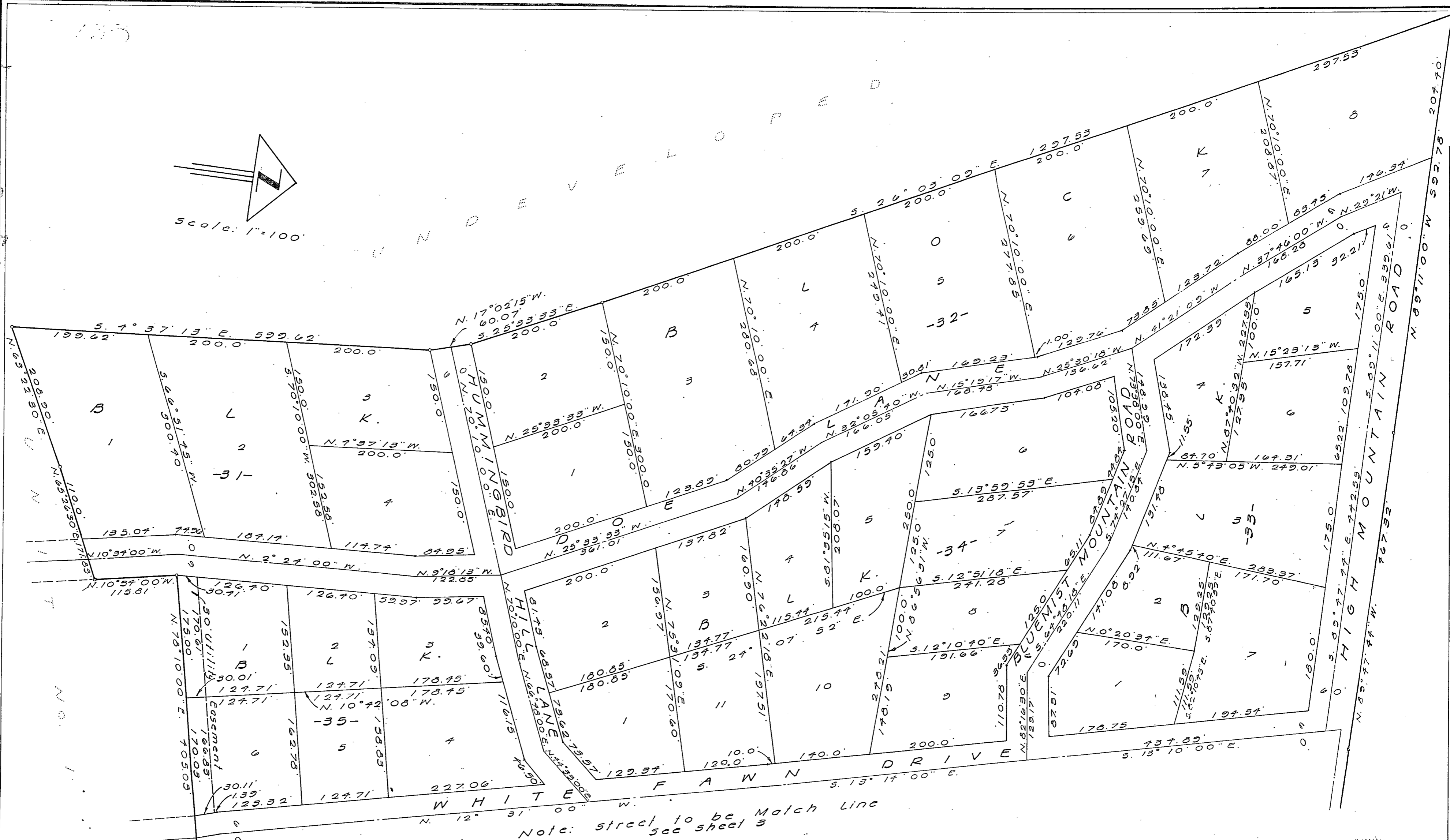
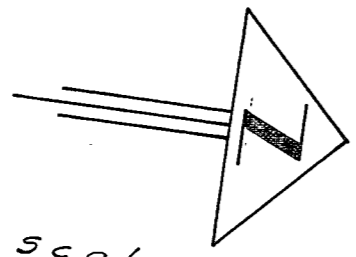
Annie B. Seates
 NOTARY PUBLIC
 BEKAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEKAR
 I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A. D. _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A. D. _____ AT _____ M. IN THE RECORDS OF _____ OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____
 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A. D. _____
 COUNTY CLERK, BEKAR COUNTY, TEXAS



FILED FOR RECORD
CITY OFFICE

SEP 17 1964



Note: street to be Match Line
see sheet 3

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

Jack D. Brown
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September,
A. D. 1964
Annie B. Seates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

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

Lucia Thurman
OWNER

Filed for record Sept 17 A. D. 1964 at 9:17 o'clock A. M.
Recorded & Indexed Sept 21 A. D. 1964 at 2:18 o'clock P. M.
JAMES W. KNIGHT
County Clerk, Bexar County, Texas
By D. S. Parglow Deputy
Joe Arisco Deputy

SUBDIVISION PLAT
OF
HILLS & DALES ESTATES SUBDIVISION
UNIT "3"
BEING 87.12 AC. OF LAND, 27.2 AC. OUT OF THE
H.B. ANDREWS SUR. NO. 1421; 25.0 AC. OUT OF THE
A.G. BARR SUR. NO. 435 1/2; 32.3 AC. OUT
OUT OF THE RAMON ORTEGA SUR. NO. 435;
2.62 AC. OUT OF THE JASPER WOOLDRIGE SUR.
NO. 600; BEXAR COUNTY, TEXAS.

Approved This 16th day of Sept, 1964
Shirley Cagell
Bexar County Engineer

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LUCIA THURMAN
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September
A. D. 1964
Annie B. Seates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

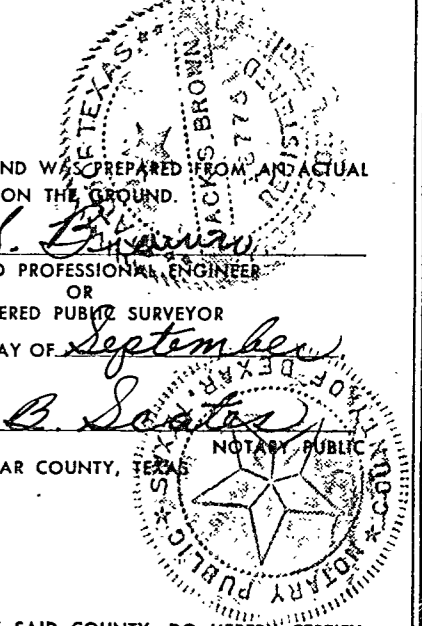
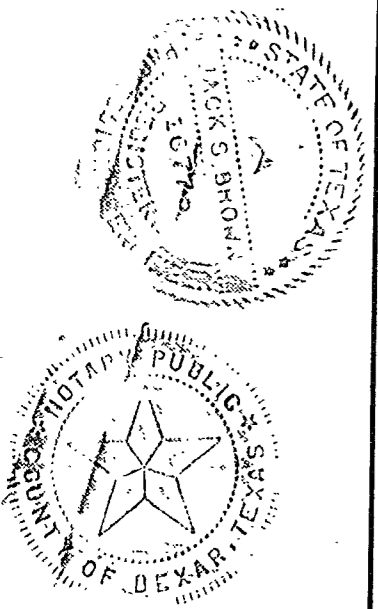
STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Jack D. Brown
REGISTERED PROFESSIONAL ENGINEER
OR
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September,
A. D. 1964
Annie B. Seates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____ A. D. _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____ A. D. _____ AT _____ M. IN THE RECORDS OF _____ OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____.
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A. D. _____
COUNTY CLERK, BEXAR COUNTY, TEXAS



Note: Street to be Match Line
see sheet 2



STATE OF TEXAS
COUNTY OF BEXAR
Before me, the undersigned authority, on this day personally appeared Archie Lee Evans and Lydia Mae Evans his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Lydia Mae Evans wife of said Archie Lee Evans having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Lydia Mae Evans acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this 16th day of September, A.D. 1964
Annie B. Scates
Notary Public Bexar County, Texas

ANNIE B. SCATES
Notary Public, Bexar County, Texas

Scale: 1"=100'

| Curve No. | Delta | Radius | Tangent | Length |
|-----------|------------|--------|---------|---------|
| -1- | 258°27'77" | 50.0' | — | 225.55' |
| -2- | 256°15'36" | 50.0' | — | 275.81' |

SUBDIVISION PLAT OF

HILLS & DALES ESTATES SUBDIVISION

UNIT "3"
BEING 87.12 AC. OF LAND; 27.2 AC. OUT OF THE H.B. ANDREWS SUR. NO. 1/421; 25.0 AC. OUT OF THE A.G. BARR SUR. NO. 435 1/2; 32.3 AC. OUT OF THE RAMON ORTEGA SUR. NO. 435; 2.62 AC. OUT OF THE JASPER WOOLDRIDGE SUR. NO. 600, BEXAR COUNTY, TEX.

Approved This 16th day of Sept. 1964

Sho. H. Ogden
Bexar County Engineer

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

Jack A. Brown
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September, A.D. 1964

Annie B. Scates
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF BEXAR
Notary Public, Bexar County, Texas

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

Lucia Thurman
OWNER

Owners of Lot 3, Blk. 38
Filed for record Sept 17 A.D. 1964 at 9:17 o'clock A.M.
Recorded & Indexed Sept 21 A.D. 1964 at 2:20 o'clock P.M.

JAMES W. KNIGHT
County Clerk, Bexar County, Texas

By **D.S. Reglow** Deputy
Joe Roscar Deputy

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LUCIA THURMAN
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September, A.D. 1964

Annie B. Scates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

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

Jack A. Brown
REGISTERED PROFESSIONAL ENGINEER
OR REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF September, A.D. 1964

Annie B. Scates
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE DAY OF

A. D. AT M. AND DULY RECORDED THE DAY OF
A. D. AT M. IN THE RECORDS OF
OF SAID COUNTY, IN BOOK VOLUME ON PAGE

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS DAY OF A. D.

COUNTY CLERK, BEXAR COUNTY, TEXAS

SHEET 3 OF 4

606367

SEP 17 '64

VOL 5140

13 DEPUTY P. A. CO.

HILLS & DALES ESTATES SUBDIVISION

UNIT "3"
87.12 AC. OF LAND; 27.2 AC. OUT OF THE
H.B. ANDREWS SUR. NO. 1421; 25.0 AC. OUT
OF THE A.G. BARR SUR. NO. 435 1/2; 323
AC. OUT OF THE RAMON ORTEGA SUR. NO.
435; 2.62 AC. OUT OF THE JASPER
WOOLDRIGE SURVEY NO. 600; BEXAR
COUNTY, TEXAS.

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

Lucia Thurman
OWNER

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LUCIA THURMAN KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME
THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF September
A. D. 1964

Annie S. Seaton
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

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

Jack S. Ginn
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September
A. D. 1964

Annie S. Seaton
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO
THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

Jack S. Ginn
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF September
A. D. 1964

Annie S. Seaton
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

Approved this 16th day of Sept. 1964

Geo. S. Caspell
Bexar County Engineer

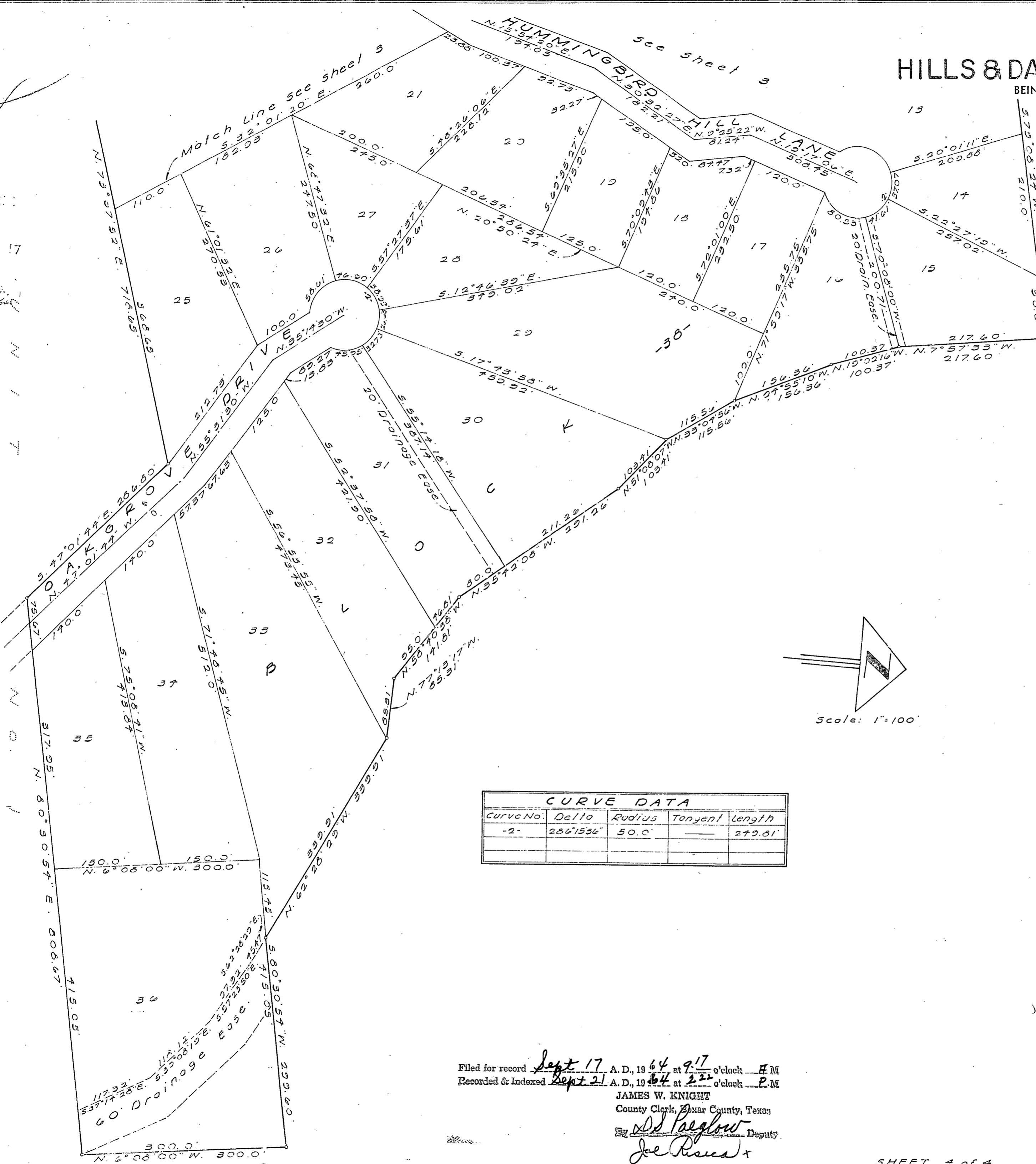
STATE OF TEXAS
COUNTY OF BEXAR

I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION
WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____
A. D. AT _____ M. AND DULY RECORDED THE _____ DAY OF _____
A. D. AT _____ M. IN THE RECORDS OF _____
OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE. THIS
DAY OF _____ A. D. _____
COUNTY CLERK, BEXAR COUNTY TEXAS

Filed for record Sept 17 A. D. 1964 at 9:17 o'clock P.M.
Recorded & Indexed Sept 21 A. D. 1964 at 2:22 o'clock P.M.
JAMES W. KNIGHT
County Clerk, Bexar County, Texas
Joe Pascoe
Deputy

Restrictions Vol 5321 Page 729



| CURVE DATA | | | |
|------------|------------|--------|----------------|
| Curve No. | Delta | Radius | Tangent Length |
| -2- | 286°15'36" | 50.0 | 279.81 |
| | | | |
| | | | |

Diagrams N. C. 127M "Drafts"

**Restrictive Covenants, recorded in
Volume 5321, Page 729,
Deed Records, Bexar County, Texas**

HILLS AND DALES ESTATES, INC.

645378

TO

THE PUBLIC

RESTRICTIVE COVENANTS

DATED:

FILED: *March 18, 1965*

RECORDED: Vol. 5321, PG 729

DEED RECORDS OF BEXAR COUNTY,
TEXAS

HILLS AND DALES ESTATES SUBDIVISION,
UNIT NO. THREE

STATE OF TEXAS X

COUNTY OF BEXAR X

Hills and Dales Estates, Inc., as owner and developer of the following described lands and premises in Bexar County, Texas, to-wit:

Hills and Dales Estates Subdivision, Unit No. Three, being a subdivision of 87.128 acres of land, 27.2 acres out of the H. B. Andrews Survey No. 1/421; 25 acres out of the A. G. Barr Survey No. 435 1/2; 32.3 acres out of the Ramon Ortega Survey No. 435 and 2.62 acres out of the Jasper Wooldridge Survey No. 600, Bexar County, Texas; according to a map or plat thereof recorded in Vol. 5140, pages 132-135, of the Plat Records of Bexar County, Texas.

Said subdivision contains lots for both commercial and residential use; however, the restrictive covenants recited herein are applicable to, and pertain only to the residential lots of said subdivision, and the designated commercial lots of said subdivision are specifically excluded therefrom.

Hills and Dales Estates, Inc., hereby establishes the following restrictive covenants as to the use of the residential lots of said subdivision:

I

No lot included in Hills and Dales Estates Subdivision, Unit No. Three, and designated as a residential lot, according to the plat of record at Volume 5140, pages 132-135, of the Deed and Plat Records of Bexar County, Texas, shall be used except for residential purposes.

II

No building other than a single family residence shall be constructed on any lot as conveyed, except garages, garage apartments, servants' quarters or guest houses used for domestic purposes only, which may be built only on the rear one-third of any lot, and no lot shall be altered or subdivided.

III

No improvements shall be constructed on said property within easement lines or nearer than 40 feet to the front property line nor nearer than 5 feet to side property lines, except in the case of corner lots, no improvements shall be constructed within 10 feet of side property lines, adjacent to streets.

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IV.

No permanent homes shall be built on residential lots north of Blue Mist Mountain Road in said subdivision containing less than 2,000 square feet, nor be less than 75% masonry construction.

No permanent homes shall be built on any other residential lot in said subdivision containing less than 1,600 square feet, nor be less than 50% masonry construction.

All structures in said subdivision shall, before occupancy, be painted on the exterior with two coats of paint and shall have a tiled, shingled or graveled roof.

V.

Once house building commences on any lot in said subdivision, it must be carried to completion in one year.

VI.

No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank constructed and installed in accordance with the regulations provided by the County of Bexar and State of Texas.

VII.

No noxious, offensive, unlawful or immoral use shall be made of the premises, and said premises shall not be used for a dairy, hunting, rifle range, poultry or livestock breeding or raising, hog ranch dog or cat kennel, nor for any immoral use. Said premises shall not be used for treating for profit infectious or contagious diseases.

VIII.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No structure previously constructed elsewhere shall be moved onto any lot in said subdivision.

IX.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

X.

All covenants and restrictions herein shall be binding upon the Buyers, heirs and assigns of the Buyers, provided, however, said restrictions shall expire on October 8, 2010. Said covenants and restrictions are for the benefit of the entire subdivision and may be enforced by any property owner in the subdivision.

XI.

No building shall be erected, placed or altered on the property

Vol. 5321 PAGE 730

conveyed by this contract until the building plans, specifications and plat showing the location of such building, have been approved as being in conformity with the covenants and restrictions contained herein by Hills and Dales Estates Subdivision, its successors and assigns.

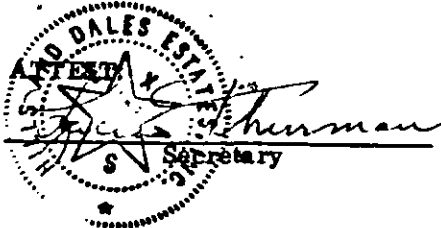
XII.

Easements and restrictions of record affecting the title to the above described property are subject to any applicable zoning rules and regulations.

XIII.

All of the restrictions, covenants, conditions, easements and reservations shall run with and burden the title to the residential property in said subdivision, and shall be binding upon all property owners of said subdivision, their heirs, successors and assigns, from the date these covenants and restrictions are recorded.

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



HILLS AND DALES ESTATES, INC.

By: Garry Rain
President

STATE OF TEXAS I

COUNTY OF BEXAR I

Before me, the undersigned authority, on this day personally appeared Garry Rain, President of Hills and Dales Estates, Inc., a corporation, 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, and in the capacity therein stated as the act and deed of said corporation.



Given under my hand and seal of office, this 16th day of _____, 1965.

John R. Shaw
JOHN R. SHAW
Notary Public, Bexar County, Texas.

5321 732

STATE OF TEXAS
COUNTY OF BEKAR
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Bekar County, Texas, as stamped hereon by me.

MAR 19 1965



James W. Knight
COUNTY CLERK
BEKAR COUNTY, TEXAS

RESTRICTIVE COVENANTS

HILLS AND DALES ESTATES
SUBDIVISION
UNIT NO. THREE

FILED FOR RECORD
IN MY OFFICE

065 MAR 18 PM 2 50

JAMES W. KNIGHT
COUNTY CLERK
[Signature]

LAW OFFICES
LAGERQUIST, SHAW & DAVIS
711 MILAM BUILDING
SAN ANTONIO 5, TEXAS

200

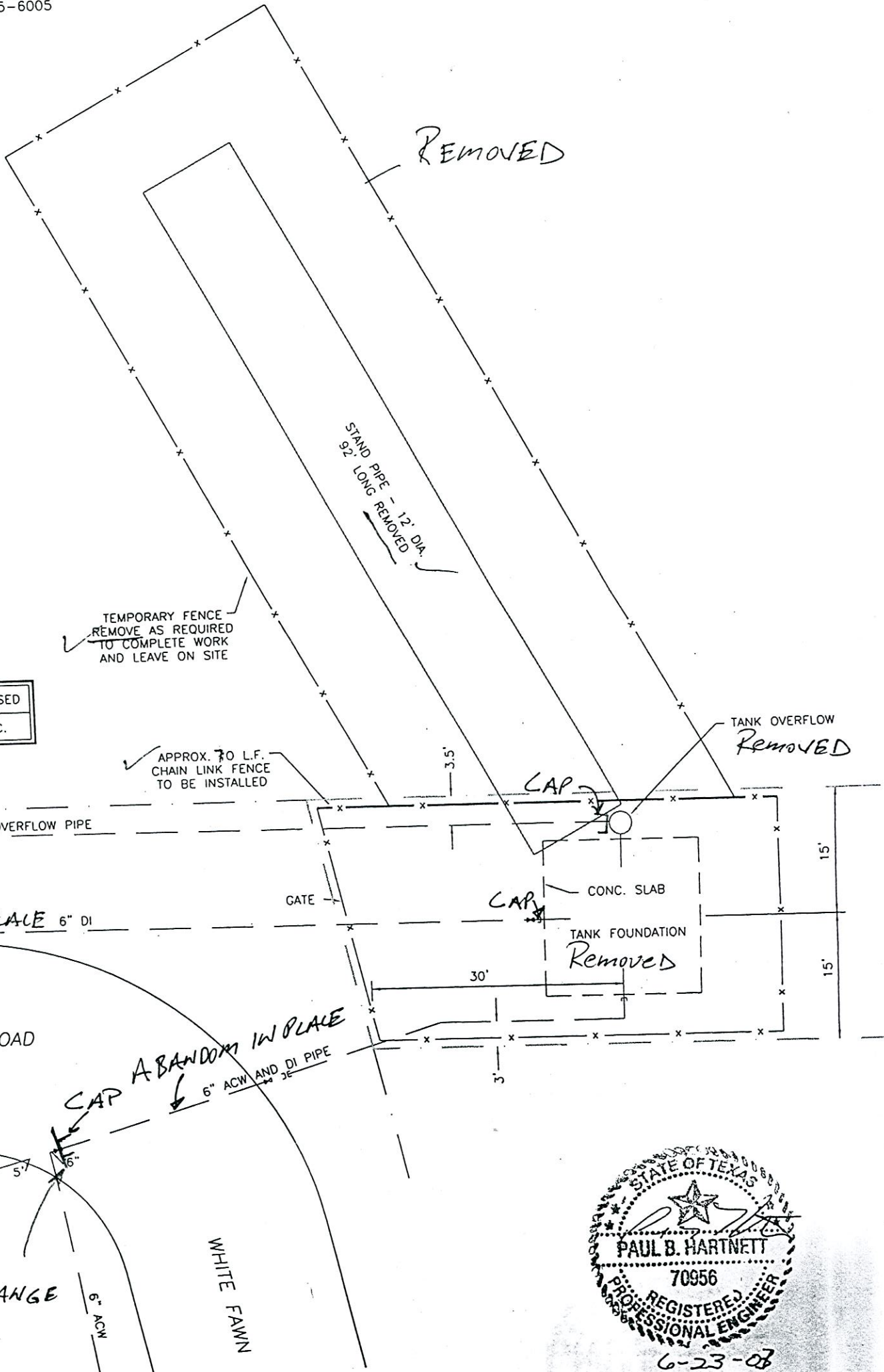
Site Plan

SCALE: 1" = 15'



THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES INCLUDING SERVICE LATERALS, AND DRAINAGE STRUCTURES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION WHETHER SHOWN ON PLANS OR NOT, AND TO PROTECT THE SAME DURING CONSTRUCTION.

SAN ANTONIO WATER SYSTEM 704-7107 / 7109
 COSA DRAINAGE 207-2800
 COSA TRAFFIC SIGNAL OPERATIONS 207-7765
 TEXAS STATE WIDE ONE CALL LOCATOR 1-800-545-6005
 CITY PUBLIC SERVICE
 SOUTHWESTERN BELL
 TIME WARNER CABLE
 VALERO ENERGY



ITEMS TO BE DISMANTLED, TRANSPORTED, AND DISPOSED
 1. STANDPIPE AND ASSOC. PIPING, LADDERS, ETC.

SAWS JOB No. 02-6020
 COMPLETE: 5-29-04
 MAP# 114-640

RECORD Dwg's

NOTES:

1. DRAWING REFLECTS DESIGN CONDITIONS. VERIFY ACTUAL FIELD CONDITIONS.
2. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS.
3. DRAWING IS NOT DETAILED. VERIFY ACTUAL FIELD CONDITIONS.
4. DIMENSIONS ARE APPROXIMATE AND SHALL BE VERIFIED BY CONTRACTOR.
5. VERIFY PROPERTY AND RIGHT OF WAY LOCATIONS AS REQUIRED.
6. INSTALL TEMPORARY HAYBALES PRIOR TO START OF WORK AND REMOVE FROM SITE AFTER ALL SITE WORK IS COMPLETED.



HES, Inc.
 22622 SUENO
 SAN ANTONIO, TX. 78256
 (210) 698-8469

SAN ANTONIO
 WATER SYSTEMS

| DATE: | REVISIONS | |
|-----------------|-----------|------|
| | NO. | DATE |
| 10-03-02 | 1 | |
| SCALE: 1"=15' | | |
| DRAWN BY: RMM | | |
| CHECKED BY: PBH | | |
| FILE: SAWS1 | | |

SITE PLAN

FAWN STANDPIPE SAN ANTONIO, TEXAS

DR