

**PURCHASE/EXCHANGE AGREEMENT AND BIDDING INSTRUCTIONS
OVERLOOK LOOP 1.94 ACRES
SAWS BID SOLICITATION NO. RE-18-002-FF**

1. Sale of SAWS Property. The City of San Antonio, Texas, a home-rule municipality of the State of Texas, acting by and through the San Antonio Water System ("SAWS"), desires to sell and is soliciting offers to purchase and/or exchange certain SAWS-owned real property ("SAWS Property"). **SAWS will consider offers of cash, other real property, or a combination of both (including offers that would require SAWS to pay additional cash in connection with the exchange of real property).**

2. The SAWS Property. The SAWS Property is described as follows:

That approximately 1.94 acre tract(s) of land generally located off Overlook Parkway west of US Hwy 281N, in San Antonio, Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereto.

The SAWS Property is currently burdened by restrictive covenants limiting the use of the SAWS Property to water system improvements (the "Restrictions"), as set forth more particularly in the deed recorded in Book 13607, Page 2445 of the Official Public Records of Real Property, Bexar County, Texas.

3. Bid Information. This Purchase/Exchange Agreement and Bidding Instructions document ("Agreement") 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 6 below;
- b. sign this Agreement where indicated on Page 10 below;
- c. sign and enclose the San Antonio Water System Discretionary Real Estate Contracts Disclosure form attached hereto as Exhibit "E".
- d. Enclose a legal description of any proposed exchange property, and all supporting information described in Section 6 below.
- e. Fill out and sign the Conflict of Interest Questionnaire attached hereto as Exhibit "G", and
- f. place the Purchase Agreement and any supporting documentation and information in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS PROPERTY (SAWS BID SOLICITATION NO. RE-18-002-FF) OVERLOOK LOOP" addressed and delivered to:

San Antonio Water System
Contract Administration Division
Attn: Fred Flores, Contract Administrator
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.

g. SAWS reserves the right to reject any and all bids and waive any formalities.

4. Bidder Inspection. **ANY PARTY INTERESTED IN SUBMITTING A BID FOR THE SAWS PROPERTY MAY CONDUCT AN INSPECTION OF THE SAWS PROPERTY BY SPECIAL REQUEST BY CONTACTING, NOT LATER THAN OCTOBER 30, 2018:**

MR. BRUCE HABY cell 210-260-5930, office 210-233-3636

ALL ENTRIES ONTO THE SAWS PROPERTY 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 **8:30 A.M. (CT)** San Antonio, Texas time on **November 1, 2018** (the "Bid Deadline") at the address shown in paragraph 3 above.

6. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. RE-18-002-FF
Overlook Loop, San Antonio, Bexar County, Texas

b. BIDDER:
Name: _____
Address: _____
Phone: _____
email: _____

c. BID PRICE: \$ _____ (the "Bid Price")

or

EXCHANGE OFFER: _____

(Please include a brief description of the proposed exchange property ("Exchange Property") above. If the exchange offer includes cash to or from SAWS as part of the exchange, please state such amount above.

Please enclose: (i) a legal description of the Exchange Property and (ii) copies of all written leases, tenancies, rental agreements and any other agreements affecting the Exchange Property, and a full written description of any such agreements which are not written.)

7. Investigations of Exchange Property. If bidder's bid includes an Exchange Property, bidder agrees, by signing this Agreement, that, following the Bid Deadline, SAWS and its

representatives, contractors and consultants shall have the right to enter upon the Exchange Property to conduct investigations, including without limitation, soil tests, engineering studies, planning and/or feasibility studies, environmental inspections, a study of the availability of water, utilities, drainage, access, and sewer, and such other investigations as SAWS may desire to determine the suitability of the Exchange Property for Buyer's intended use.

8. Notice of Acceptance. This Agreement and the selection of the successful bidder is subject to the approval of the SAWS Board of Trustees. Following the Bid Deadline and SAWS' staff selection of a recommended successful bidder, if any, SAWS intends to seek Board of Trustees approval to accept the bid of said bidder and to enter in this Agreement with said bidder. SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within seventy five (75) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted and approved by the SAWS Board of Trustees within seventy five (75) days following the Bid Deadline.

9. Title Exceptions.

- a. The SAWS Property 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 Property as shown in the Real Property Records of Bexar County, Texas, including the Restrictions 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 Property has access to any public right of way.
- b. If the Successful Bidder's bid includes an Exchange Property, SAWS intends to obtain a Commitment for Title Insurance ("Commitment"). The Exchange Property shall be conveyed subject only to those recorded matters of record set forth in Schedule B of the final Commitment. All Schedule C items in the Commitment shall be cured or satisfied by Successful Bidder at Successful Bidder's expense, and no such Schedule C items shall become exceptions in the deed for the Exchange Property.

10. As Is Condition. **THE SAWS PROPERTY WILL BE CONVEYED IN ITS PRESENT "AS IS" CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS PROPERTY IN ITS PRESENT CONDITION. AS A MATERIAL PART OF THE CONSIDERATION FOR THE SALE OF THE PROPERTY, 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 (INCLUDING THE PROPERTY INFORMATION DOCUMENTS) WITH RESPECT TO THE SAWS PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS 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. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS OR**

REPRESENTATIVES AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS OR REPRESENTATIVES, AND HEREBY RELEASES SAWS AND ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS OR REPRESENTATIVES FROM ANY CLAIM, DEMAND OR CAUSE OF ACTION BASED IN WHOLE OR IN PART UPON ANY RELIANCE UPON ANY ALLEGED SILENCE, REPRESENTATION OR NON-DISCLOSURE BY SAWS OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS OR REPRESENTATIVES. SUCCESSFUL BIDDER TAKES THE SAWS PROPERTY 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 PROPERTY “AS-IS” WITH FULL AWARENESS THAT THE SAWS PROPERTY’S PRIOR USES OR OTHER MATTERS 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. THE 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 Property. Up to the date of SAWS’ Board of Trustees approval of the bid (the “Inspection Period”), bidders may conduct, at the bidder’s sole cost, any inspections and environmental assessments on the SAWS Property that the 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 Property. 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. 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. A bidder may not conduct a Phase II environmental site assessment on the SAWS Property, or other invasive tests, including boring and drilling, upon the SAWS Property, without SAWS’ prior written consent, a condition of which shall be SAWS approval, in SAWS reasonable discretion, of bidder’s plan for conducting such Phase II environmental site assessment or other invasive tests on the SAWS Property.

12. Closing Documents from SAWS.

- a. SAWS will convey the SAWS Property 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.

- b. If applicable, the Successful Bidder shall convey the Exchange Property to SAWS by Warranty Deed (the "Exchange Property Deed") in the form attached hereto as Exhibit "F".
- c. SAWS and the Successful Bidder agree to execute any other closing documents that may be reasonably required by the Title Company, including a customary settlement statement, 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 ("Closing") will be on the first business day occurring twenty (20) calendar days after the date of SAWS' execution of this Agreement (following SAWS Board of Trustees approval of this Agreement), or on such other earlier date as SAWS and Successful Bidder may mutually agree, provided all conditions to Closing have been satisfied. The Closing will be at the office of the following title company ("Title Company"):

Alamo Title Company
2915 W. Bitters Rd., Suite 301
San Antonio, Texas 78248
Attn.: Chris Varley

14. Ad valorem taxes.

- a. The SAWS Property 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 Property after Closing results in the assessment of additional taxes, penalties or interest, including without limitation "rollback taxes" (the "SAWS Property Assessments") for periods prior to Closing, the Assessments will be the obligation of the Successful Bidder. Obligations imposed by this Section 14a shall survive Closing.
- b. SAWS is a tax-exempt entity. All ad valorem taxes on any Exchange Property shall be prorated to the date of Closing, and Successful Bidder shall be responsible for the payment of all such ad valorem taxes up to and including the date of Closing, which payment shall be made via debit or payment reflected on the settlement statement at Closing. If the current year's taxes are not known as of the date of Closing, the proration shall be based upon the previous year's taxes, per Section 26.11 of the Texas Tax Code. The Title Company will pay the Successful Bidder's prorated amount to the appropriate county Tax Assessor-Collector at Closing, per such Section 26.11, together with any amounts owing for years prior to Closing. The Successful Bidder's obligation to pay all ad valorem taxes on the Exchange Property for the period up to and including the date of Closing, including prior years, shall survive Closing.

15. Closing Costs. SAWS and Successful Bidder shall each be responsible for the policy premiums and endorsement costs for any title policy such party elects to purchase. 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 Agreement.

16. Default. If for any reason the Successful Bidder fails to comply with any of the provisions of this Agreement, or if any of the representations or warranties of the Successful Bidder contained in this Agreement are incorrect or become incorrect or untrue, SAWS, at its election, may (i) terminate this Purchase Agreement, (ii) waive any unmet requirements and proceed to Closing, or (iii) pursue any remedies it may have at law or in equity. If SAWS fails to comply with this Agreement, the Successful Bidder's sole and exclusive remedy under this Agreement shall be to terminate this Agreement.

17. Property Information. SAWS has obtained information on the SAWS Property, listed 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 Property. Further, SAWS does not represent or warrant that the Property Information Documents constitute all of the documents in SAWS possession related to the SAWS Property.

18. Representations. If the bid includes an Exchange Property, bidder makes the following representations, warranties and covenants as of the date of this Agreement and as of the Closing, and such warranties and covenants shall survive the Closing.

- a. Title. Bidder owns good and indefeasible title to the Property and is fully authorized to convey the Property pursuant to this Agreement.
- b. No Proceedings. There are no pending or, to bidder's knowledge, threatened condemnation or similar proceedings or assessments affecting the Exchange Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of bidder is any such lawsuit contemplated by any person.
- c. No Leases. At the time of Closing, the Exchange Property will not, in whole or in part, be under lease.

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 Property that is the subject of this Purchase Agreement is determined by a special appraisal method that allows for appraisal of the SAWS Property at less than its market value, the person to whom the SAWS Property is transferred may not be allowed to qualify the SAWS Property for that special appraisal in a subsequent tax year and the SAWS Property may then be appraised at its full market value. In addition, the transfer of the SAWS Property or a subsequent change in the use of the SAWS Property 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 Property. The taxable value of the SAWS Property 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 Property is located.

c. **Annexation Disclosures.** If the SAWS Property that is the subject of this Agreement is located outside the limits of a municipality, the SAWS Property 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 Property 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 Property for further information.

d. **Utility District.** Bidder agrees that if the SAWS Property is situated in any utility district, bidder will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 49.452 of the Texas Water Code.

e. **Notice of Water and Sewer Service.** The SAWS Property 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 Property, 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 Property. 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 Property.

22. **Disclosure Form.** The San Antonio Water System Discretionary Real Estate Contracts Disclosure form is attached hereto as Exhibit "E" and must be signed by bidder and enclosed in the seal bid package.

23. **Entire Agreement.** This 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" - "F" attached hereto are incorporated herein for all purposes.

24. Governing Law. This Purchase Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.
25. No Real Estate Commissions. Each party represents and warrants to the other that no broker or agent represents them in this Agreement and that no real estate commissions or other amounts will be owed to any third party claiming to represent such party in this Agreement.
26. Binding Effect. By signing below, the bidder agrees that if SAWS accepts such bid, bidder will purchase the SAWS Property for the Bid Price (and, as applicable, convey the Exchange Property) 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.
27. Time. Time is of the essence in the performance of this Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday, federal legal holiday or day when SAWS offices are closed, then such date shall be extended to the next following date which is not a Saturday, Sunday, federal legal holiday or day when SAWS offices are closed.
28. Form 1295. Within ten (10) days following a request from SAWS, bidder shall submit to SAWS a completed Texas Ethics Commission Form 1295 Certificate of Interested Parties.
29. 1031 Exchange. If Successful Bidder's bid includes the conveyance of an Exchange Property and if Successful Bidder so requests, SAWS shall cooperate with Successful Bidder in effecting Successful Bidder's exchange under a Tax Deferred Exchange under §1031 of the Internal Revenue Code; provided, however, (i) the exchange shall be at no expense to SAWS; (ii) the exchange shall not delay the Closing; (iii) Successful Bidder shall continue to be liable for all obligations under this Agreement; and (iv) SAWS shall not be required to receive title from an exchange intermediary, acquire title to any proposed exchange properties or to incur any liability to accommodate Successful Bidder's exchange. Successful Bidder shall indemnify, defend and hold SAWS harmless from and against any and all claims, demands, costs and expenses which SAWS may sustain or incur resulting from the consummation of the transfer of the Exchange Property as a §1031 exchange, which obligation shall survive Closing.
30. No Prohibited Persons/Entities. Bidder represents and warrants to SAWS that bidder is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by SAWS that the bidder is a prohibited person/entity as set forth hereinabove shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System.
31. Joint Bidders. A bid submitted by two or more bidders is permissible and shall constitute one bid. Each bidder thereto shall be jointly and severally responsible for the obligations under this Agreement.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the party submitting this bid has caused this Agreement for Overlook Loop 1.94 acres to be duly executed and delivered (in the case of a party that is an entity, by their proper and duly authorized officer) as of the day and year written below, and each undersigned represents and warrants to SAWS that such person has the authority to execute and deliver this Agreement on behalf of the person or entity for which he/she is signing.

Executed by bidder this _____ day of _____, 2018.

BIDDER: Business entity/name:

By: _____
Title: _____

BIDDER*: _____

Name: _____
Title: _____

*If there is more than one bidder, each bidder must sign.

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 _____, 2018.

[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 _____, 2018.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 201____, pursuant to SAWS Board of Trustees Resolution No. _____.

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: _____
Title: _____

Exhibits:

- Exhibit "A", Description of SAWS Property
- Exhibit "B" - Release and Indemnity Agreement
- Exhibit "C" - Form of Deed Without Warranty
- Exhibit "D" - List of Property Information Documents
- Exhibit "E" - San Antonio Water System Discretionary Real Estate Contracts Disclosure
- Exhibit "F" – Form of Warranty Deed
- Exhibit "G" – Conflict of Interest

**RECEIPT OF PURCHASE/EXCHANGE AGREEMENT AND BIDDING
INSTRUCTIONS**

Receipt of the foregoing Purchase/Exchange Agreement and Instructions is hereby
acknowledged on this _____ day of _____, 2018.

GF Number: _____

Alamo Title Company

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS PROPERTY

PROPERTY DESCRIPTION

FIELD NOTES FOR

A 1.924 acre, (83,800 square foot), tract of land being out of a 2.96 acre tract also known as parcel P-20, and a 2.383 acre tract also known as Parcel P-2F, both described in Special Warranty Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas, said tracts being out of the H. J. Huppertz Survey 417 ⁴/₈, Abstract 934, County Block 4865, Bexar County, Texas, said 1.924 acres also being out an 18.11 acre tract of land, also described in Special Warranty Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas, out of the Beaty Seale and Forwood Survey 1, Abstract 113, County Block 4926, Bexar County, Texas and being further described by metes and bounds as follows:

COMMENCING: At a point at the southeast corner of a 16.03 acre variable width access easement as described in instrument recorded in Volume 8190, Pages 1281-1299 of the Official Public Records of Real Property of Bexar County, Texas, said point also being in the west line of U.S. Highway 281 (a 200-foot right-of-way);

THENCE: S 79°09'15" W, departing said west right-of-way line and along and with the south line of said 16.03 acre access easement, a distance of 245.94 feet to a point of curvature;

THENCE: Northwesterly, continuing along said south line with a curve to the right, said curve having a radius of 614.00 feet, a central angle of 26°05'26", a chord bearing and distance of N 87°48'01" W, 277.19 feet, and an arc length of 279.60 feet to a point at the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE: S 00°27'56" E, departing said south line, a distance of 386.28 feet to a point at the southeast corner of this tract;

THENCE: S 89°43'37" W, a distance of 280.00 feet to a point at the southwest corner of this tract;

THENCE: N 00°27'56" W, a distance of 241.16 feet, to an angle point;

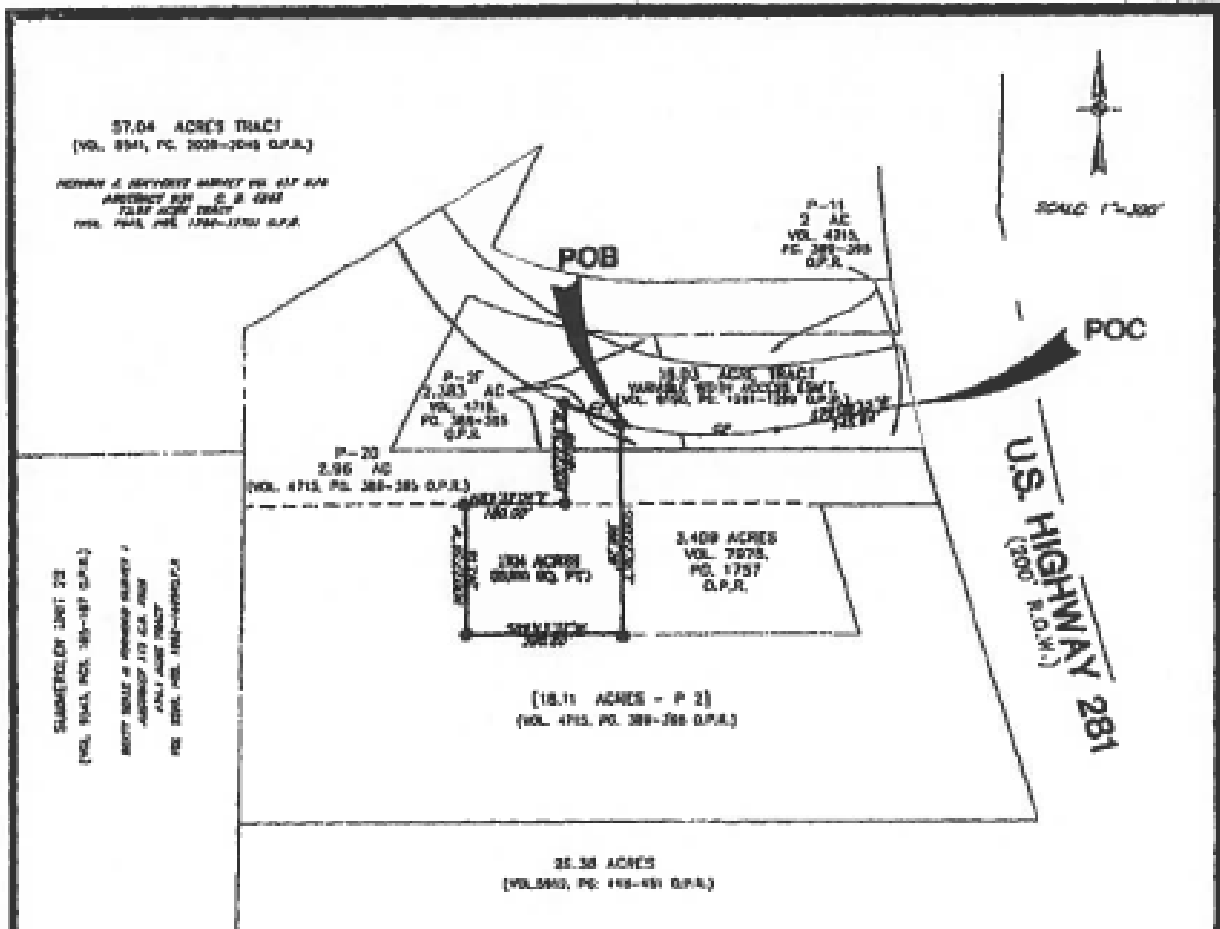
THENCE: N89°32'04"E, a distance of 180.00 feet to an angle point;

THENCE: N 00°27'56"W, a distance of 181.98 feet to a point of non-tangent curvature in the south line of said 16.03 acre access easement at the northwest corner of this tract;

FIELD NOTES
1.924 Acre Tract
Page 2 of 2

THENCE: Southeasterly, with a curve to the left, said curve having a radial bearing of N 25°14'00" E, a radius of 614.00 feet, a central angle of 09°59'19", a chord bearing and distance of S 69°45'39" E, 106.90 feet, and an arc length of 107.04 feet the POINT OF BEGINNING and containing 1.924 acres of land in Bexar County, Texas.

DATE: March 27, 2001
JOB No.: 5255-01
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CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	614.00'	107.04'	33.66'	106.80'	S89°45'39"E	02°32'12"
C2	614.00'	279.60'	142.36'	277.19'	N87°48'03"W	26°05'26"

EXHIBIT OF

A 1.924 acre, (83,800 square foot), tract of land being out of a 2.96 acre tract also known as parcel P-20, and a 2.383 tract also known as parcel P-27, both described in Special Warranty Deed recorded in Volume 4715, Pages 389-390 of the Official Public Records of Real Property of Bexar County, Texas, said tracts being out of the H. J. Ruppertz Survey 417 4/B, Abstract 934, County Block 4865, Bexar County, Texas, said 1.924 acres also being out of an 18.11 acre tract of land also described in Special Warranty Deed recorded in Volume 4715, Pages 389-390 of the Official Public Records of Real Property of Bexar County, Texas, out of the Beity Scale and Ferwood Survey 1, Abstract 113, County Block 4926, Bexar County, Texas.

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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

Attachment A – Description of SAWS Property

ATTACHMENT A

TO RELEASE AND INDEMNITY AGREEMENT

PROPERTY DESCRIPTION

FIELD NOTES
FOR

A 1.924 acre, (83,800 square foot), tract of land being out of a 2.96 acre tract also known as parcel P-20, and a 2.383 acre tract also known as Parcel P-2F, both described in Special Warranty Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas, said tracts being out of the H. J. Huppertz Survey 417 ¹/₄, Abstract 934, County Block 4865, Bexar County, Texas, said 1.924 acres also being out an 18.11 acre tract of land, also described in Special Warranty Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas, out of the Beaty Seale and Forwood Survey 1, Abstract 113, County Block 4926, Bexar County, Texas and being further described by metes and bounds as follows:

COMMENCING: At a point at the southeast corner of a 16.03 acre variable width access easement as described in instrument recorded in Volume 8190, Pages 1281-1299 of the Official Public Records of Real Property of Bexar County, Texas, said point also being in the west line of U.S. Highway 281 (a 200-foot right-of-way);

THENCE: S 79°09'15" W, departing said west right-of-way line and along and with the south line of said 16.03 acre access easement, a distance of 245.94 feet to a point of curvature;

THENCE: Northwesterly, continuing along said south line with a curve to the right, said curve having a radius of 614.00 feet, a central angle of 26°05'26", a chord bearing and distance of N 87°48'01" W, 277.19 feet, and an arc length of 279.60 feet to a point at the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE: S 00°27'56" E, departing said south line, a distance of 386.28 feet to a point at the southeast corner of this tract;

THENCE: S 89°43'37"W, a distance of 280.00 feet to a point at the southwest corner of this tract;

THENCE: N 00°27'56"W, a distance of 241.16 feet, to an angle point;

THENCE: N89°32'04"E, a distance of 180.00 feet to an angle point;

THENCE: N 00°27'56"W, a distance of 181.98 feet to a point of non-tangent curvature in the south line of said 16.03 acre access easement at the northwest corner of this tract;

FIELD NOTES
1.924 Acre Tract
Page 2 of 2

THENCE: Southeasterly, with a curve to the left, said curve having a radial bearing of N 25°14'00" E, a radius of 614.00 feet, a central angle of 09°59'19", a chord bearing and distance of S 69°45'39" E, 106.90 feet, and an arc length of 107.04 feet the POINT OF BEGINNING and containing 1.924 acres of land in Bexar County, Texas.

DATE: March 27, 2001
JOB No.: 5255-01
S:\501\WORK\FIELD NOTES\010321a2.dwg

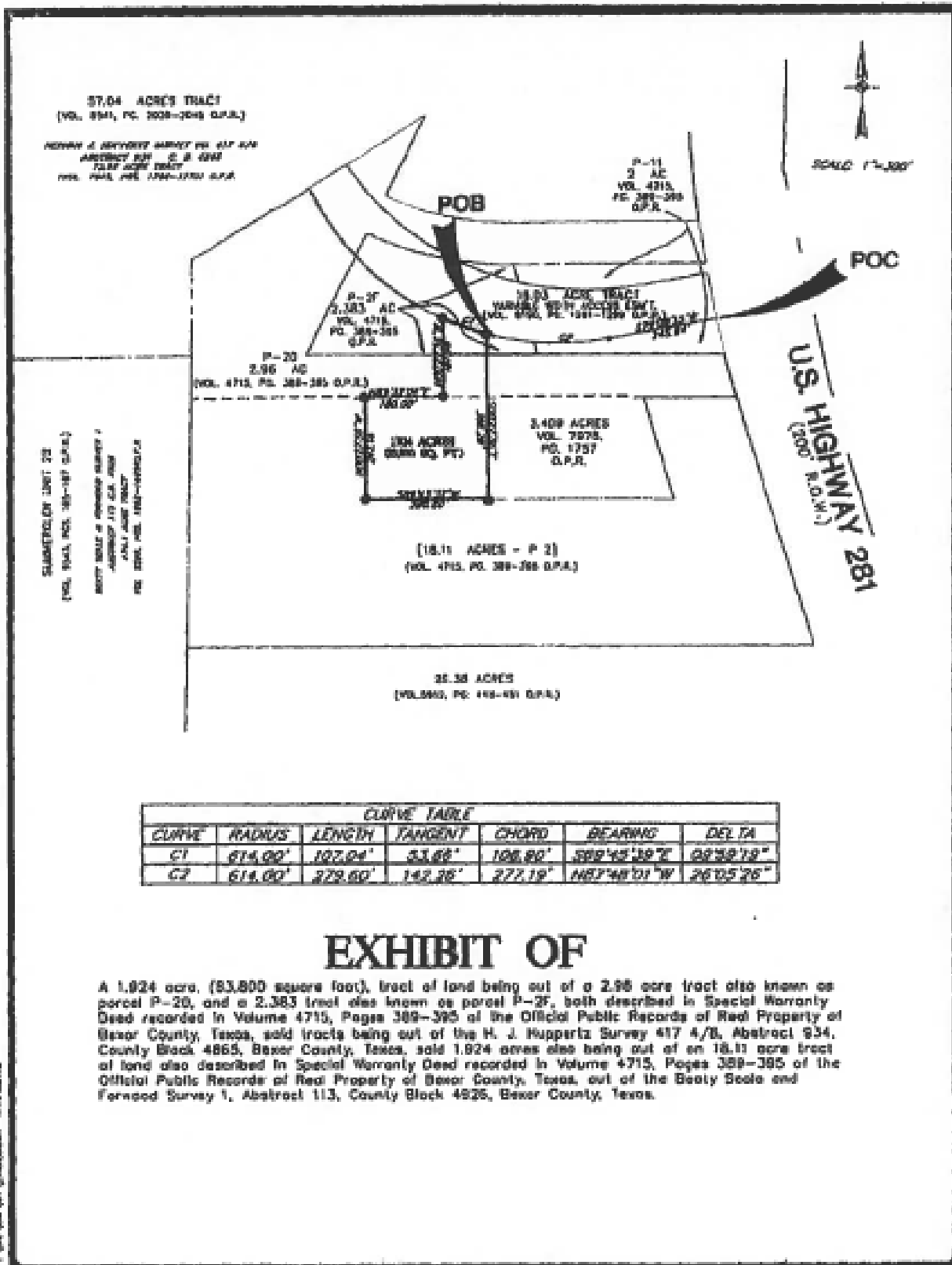


EXHIBIT OF

A 1,924 acre, (83,800 square foot), tract of land being out of a 2.98 acre tract also known as parcel P-20, and a 2.383 tract also known as parcel P-27, both described in Special Warranty Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas, said tracts being out of the H. J. Ruppertz Survey 417 4/B, Abstract 934, County Block 4865, Bexar County, Texas, said 1,924 acres also being out of an 18.11 acre tract of land also described in Special Warranty Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas, out of the Beity Scale and Ferwood Survey 1, Abstract 113, County Block 4826, Bexar County, Texas.

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JOB NO. 5255.01

DATE: MAR 21, 2001

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): The approximately 1.94 acre tract(s) located in Bexar County and described more particularly in Exhibit A attached hereto and incorporated herein, together with all rights and appurtenances thereto.

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas. The Property may not have access to a public right of way.

Reservations from Conveyance: None

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

By accepting this deed, Grantee acknowledges that the **PROPERTY IS BEING CONVEYED IN ITS PRESENT "AS IS" CONDITION AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS 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, BROKERS, TRUSTEES, OFFICIALS OR REPRESENTATIVES AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS 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 MATTERS 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 201__ and all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are hereby assumed by Grantee.

Signatures on following pages

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 "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

BCAD

Aerial Picture

Plat and Field Notes

Title Commitment

Exhibit "E"

San Antonio Water System Discretionary Real Estate Contracts Disclosure

Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a **party to the discretionary contract:**

Note: At a minimum, the Respondent's name should be listed.

(2) Identify any individual or business entity which is a **partner, parent or **subsidiary** business entity, of any individual or business entity identified above in Box (1):**

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of Board action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:

Title:

Date:

Company or D/B/A:

(3) Disclosures in Proposals

Any individual or business entity seeking a discretionary real estate contract with SAWS must disclose any known facts which, reasonably understood, raise a question² as to whether any SAWS official or employee would have a conflict of interest by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a conflicts-of-interest issue; or

Party aware of the following facts:

IF THE RESPONDENT HAS MADE KNOWN FACTS ABOVE, THE RESPONDENT MUST COMPLETE A CONFLICT OF INTEREST QUESTIONNAIRE PURSUANT TO LOCAL GOVERNMENT CODE SECTION 176.006. THE QUESTIONNAIRE MAY BE OBTAINED AT <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

EXHIBIT F

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

WARRANTY DEED

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

THAT THE UNDERSIGNED, _____, a _____ (referred to herein as "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by the SAN ANTONIO WATER SYSTEM, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto THE CITY OF SAN ANTONIO, a Texas municipal corporation, for the use, benefit and control of its SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ("Grantee"), as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, that certain ___ acre tract of land in Bexar County more particularly described in Exhibit A attached hereto and incorporated herein (the "Land"), together with all improvements thereon and all water rights and claims of water rights of any nature related to said Land, and together with all of Grantor's right, title and interest in and to all oil, gas and other minerals in and under and that may be produced from said Land, and all privileges and appurtenances pertaining to the Land, including, but not limited to, strips between the Land and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on, adjacent or appurtenant to the Land, and any right of reversion related to the Land (collectively, the "Property").

This conveyance is made and accepted subject to those certain matters set forth on Exhibit B attached hereto and made a part hereof for all purposes

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to those matters set forth in Exhibit B, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, when such claim is by, through or under Grantor.

Ad valorem taxes have been prorated to the effective date hereof. Ad valorem taxes and special assessments, if any, against the Property for the period up to and including the effective date hereof shall remain the responsibility of the Grantor.

EXECUTED to be effective the _____ day of _____, 2018.

GRANTOR:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 201__, by _____ (name), _____ (title) of _____, a _____, on behalf of said _____.

[Seal]

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

San Antonio Water System
Attn: Mark Brewton
P.O. Box 2449
San Antonio, Texas 78298

Insert CIQ Exhibit “G”