

SOLICITATION NO: R-13-023-MR RELEASE DATE: February 4, 2013

Surplus Real Estate 1314 Big Oak Invitation To Offerers & Checklist

Site Visit: None Scheduled

Deadline: March 06, 2013 @ 2:00 PM Central Time

INVITATION TO OFFERERS SURPLUS PROPERTY FOR SALE 1314 Big Oak R-13-023-MR

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**, (CST) March 6, 2013 (the "bid deadline").

For questions regarding this solicitation or additional property information, please contact Patricia Gutierrez, Corporate Real Estate, in writing via email to: Patricia.Gutierrez@saws.org or by fax to (210) 233-4538 until **4:00 PM** (CST) on February **25, 2013**. Answers to the questions will be posted to the web site by **5:00 PM** (CST) each Friday until bid opening on March **6, 2013**, as part of supplemental information.

DESCRIPTION:

Lot Thirteen (13), SAVE AND EXCEPT the Northwest 135' X 200' and Lot Fourteen (14), SAVE AND EXCEPT the North 15' X 200', Block Five (5), CB 4163B, Woodridge Park Subdivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas, and being more particularly described on Exhibit "A-1" attached hereto and incorporated herein.

LOCATION:

The property is located at the southeast quadrant of Big Oak and Hwy. 281 South. Located on MAPSCO, page 783 grid A3.

Sealed bids are to be submitted on SAWS bid form. The bid form contains the terms and conditions under which the property will be conveyed and prospective bidders should familiarize themselves with the bid form. Such terms and conditions may include reservations of easement rights and water rights to the property. Bid package, property information and forms may be viewed and downloaded from saws website located at WWW.SAWS.ORG, select business center, then select bidder, consultant, and vendor registration, which is located on the left-hand side of the screen. Select the register now button and proceed with registration. For difficulties downloading bid package, or viewing answers to questions, contact Marc Ripley at 210-233-3136, 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.

1314 BIG OAK 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 All other Exhibits 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 <u>sealed</u> envelope, labeled "Bid for Purchase of SAWS Land (1314 Big Oak)".
	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, March 6, 2013) as set forth in Section 5 of the Agreement.

If you have any questions or concerns, contact Marc Ripley in the SAWS Contracting Department at 210-233-3136

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS 1314 Big Oak Drive SAWS BID SOLICITATION NO. R-13-023-MR

- 1. <u>Sale of SAWS Land.</u> 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:

That tract of land located in Bexar County, Texas, more particularly described in Exhibits "A" and "A-1" attached hereto and made a part hereof.

- 3. <u>Bid Information.</u> 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. R-13-023-MR) AT 1314 BIG OAK DRIVE" addressed and delivered to:

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

It is the bidder's sole responsibility to deliver the bid documents properly completed, on time, to the proper location.

4. ANY PARTY THAT ELECTS TO INSPECT THE SAWS LAND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN ANTONIO ("COSA") & SAWS AND THEIR OFFICERS, EMPLOYEES, AGENTS AND FIDUCIARIES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL DAMAGES, CLAIMS AND LOSSES OF ANY NATURE, INCLUDING THOSE ASSOCIATED WITH PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH, ATTORNEY'S FEES AND COURT COSTS, ARISING FROM THE PARTY'S OR THE PARTY'S AGENTS OR CONTRACTORS PRESENCE ON OR USE OR INSPECTION OF THE SAWS LAND (INCLUDING ANY ENVIRONMENTAL ASSESSMENTS PERFORMED ON THE SAWS LAND) OR THE CONDITION OF THE SAWS LAND. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO AND

PROTECT THE INDEMNIFIED PARTIES FROM DAMAGES CAUSED BY THE INDEMNIFIED PARTIES' SOLE AND/OR CONCURRENT NEGLIGENCE AND/OR STRICT LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL OVERRIDE AND CONTROL ANY CONTRARY PROVISIONS IN THE TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101). THE OBLIGATIONS OF A PARTY TO INDEMNIFY THE INDEMNIFIED PARTIES AS PROVIDED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF WHETHER SUCH PARTY SUBMITS A BID TO PURCHASE THE SAWS LAND OR WHETHER SUCH PARTY'S BID IS ACCEPTED BY SAWS. THIS SECTION 4 SHALL SURVIVE CLOSING OR TERMINATION OF THIS PURCHASE AGREEMENT IF SUCH PARTY'S BID IS ACCEPTED BY SAWS. ALL ENTRIES ONTO THE SAWS LAND SHALL BE CONDITIONED UPON SUCH INTERESTED PARTY'S EXECUTION OF THE "RELEASE AND INDEMNITY AGREEMENT" ATTACHED HERETO AS EXHIBIT "B".

- 5. <u>Bid Due Date.</u> Sealed bids will be received until <u>2:00 P.M. (CT)</u> San Antonio, Texas time on <u>March 6, 2013</u> (the "Bid Deadline") at the address shown in paragraph 3. above.
- 6. <u>Notice of Acceptance.</u> SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within sixty (60) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within sixty (60) days of the Bid Deadline.
- 7. <u>Title Exceptions.</u> The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, (iv) SAWS reservation of water rights relating to the SAWS Land and (v) the Reserved Easement (hereinafter defined in Section 12 below) (collectively, the "Permitted Exceptions"). SAWS makes no representations about whether the SAWS Land has access to any public right of way. Additionally, the Successful Bidder must obtain any applicable permits for Successful Bidder's use of the SAWS Land and Successful Bidder must assemble the SAWS Land with any adjoining property owned by Successful Bidder and plat such properties, to the extent required by the San Antonio Uniform Development Code, and is otherwise and in all respects responsible for any platting requirements concerning the SAWS Land, which obligations shall survive Closing (hereinafter defined).
- 8. <u>Bid Deposit.</u> All bids must be accompanied by an earnest money bid deposit ("Bid Deposit") in the form of a cashier's check made out to San Antonio Water System in the amount of ten (10) percent of the bid amount. If a bid is not accepted by SAWS, the cashier's check will be returned to the unsuccessful bidder at the address provided by bidder in Section 23 within 10 business days of the date that the bid is rejected. The Successful Bidder's Bid Deposit shall be nonrefundable except in the event of a default by SAWS under this Agreement or as provided in Section 11, but shall be applied to the Bid Price (as defined in Section 23 below) at Closing (as defined in Section 13 below), if and only if Closing occurs hereunder.
- 9. Intentionally Deleted
- 10. <u>As Is Condition.</u> THE SAWS LAND WILL BE CONVEYED IN ITS PRESENT "AS IS" CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS LAND IN ITS PRESENT CONDITION. SUCCESSFUL

BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS LAND MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE SAWS LAND. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. SUCCESSFUL BIDDER TAKES THE SAWS LAND UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). SUCCESSFUL **BIDDER EXPRESSLY** WARRANTS 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 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.

Inspections and Assessments of SAWS Land. Within thirty (30) calendar days of the date that the notice of acceptance described in Section 6 above is delivered to the Successful Bidder (the "Inspection Period"), the Successful Bidder shall conduct, at the Successful Bidder's sole cost, any inspections and environmental assessments on the SAWS Land that the Successful Bidder may elect, subject to the indemnity and other provisions of Section 4 of this Agreement, and shall secure any financing needed to purchase the SAWS Land. The Successful Bidder's failure to conduct inspections and environmental assessments and secure financing shall not excuse the Successful Bidder from any obligations under this Agreement. However, in the event that the Successful Bidder obtains a Phase I environmental site assessment of the SAWS Land ("Successful Bidder's Phase I") from an Environmental Professional (as defined in 40 CFR Part 312.10(b)) on or before the expiration of the Inspection Period that (i) materially and adversely differs from the results of the environmental site assessment or report included as part of the Property Information Documents (hereinafter defined in Section 20) or (ii) if the Property

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

- 12. <u>Closing Documents from SAWS.</u> SAWS will convey the SAWS Land to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as Exhibit "C". The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. The Deed contains an easement reservation in favor of CPS Energy (the "Reserved Easement") and a water rights reservation in favor of SAWS. SAWS and the Successful Bidder agree to execute any other closing documents that may be reasonably required by the Title Company.
- 13. <u>Closing.</u> The closing date ("Closing") will be on the first business day occurring ten (10) calendar days after expiration of the Inspection Period for conducting any inspections and environmental assessments on the SAWS Land described in Section 11 above, or on such earlier date as SAWS and Successful Bidder shall mutually agree. The Closing will be at the office of the following title company ("Title Company"):

Alamo Title Company 4 Dominion Drive, Bldg 4; Suite 100 San Antonio, Texas 78257 210-698-0924

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

- 14. <u>Title Policy.</u> 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. <u>Proration.</u> 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. <u>Broker's Commissions.</u> 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. <u>Closing Costs.</u> 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. <u>Default.</u> 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. <u>Property Information.</u> 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 <u>WWW.SAWS.ORG</u>. 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. <u>Notices.</u> 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. <u>Right to Reject.</u> 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. <u>Bid Information.</u>
 - a. SURPLUS PROPERTY:
 SAWS BID SOLICITATION NO. R-13-023-MR
 1314 Big Oak Drive, San Antonio, Bexar County, Texas

b.	BIDDER:		
Name	e:	<u></u>	
Addr	ess:		
		<u></u>	
Phone	e:		
Fax N	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. <u>Annexation Disclosures.</u> 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. <u>Utility District.</u> 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. <u>Notice of Water and Sewer Service.</u> 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. <u>Property Condition Disclosure.</u> 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. <u>Entire Agreement.</u> 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. <u>Governing Law.</u> This Purchase Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.
- 27. <u>Binding Effect.</u> 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 <u>1314</u> <u>Big Oak Drive</u> to be duly executed and delivered (in the case of a party that is an entity, by their proper and duly authorized officer) as of the day and year written below, and each undersigned represents and warrants to SAWS that such person has the authority to execute and deliver this Purchase Agreement on behalf of the person or entity for which he/she is signing.

Executed by bidder this		_ day of, 2013.
BIDDER*:		
	Name:	
	Title:	
BIDDER*:		
· ·	Name: _	
*If there is more than one bio	lder, each b	pidder must sign.
	ACKNO	WLEDGEMENTS
STATE OF TEXAS COUNTY OF	§ §	
known by me to be the person whose has executed the same for the purpose stated.	name is su es and cons	on this day personally appeared
[Seal]		Notary Public, State of Texas
STATE OF TEXAS COUNTYOF	§ §	
known by me to be the person whose	name is su	on this day personally appeared
GIVEN UNDER MY HAND AND S	SEAL OF C	DFFICE this day of, 2013.
[Seal]		Notary Public, State of Texas
		•

Bid accepted by SAWS this day of March, 2013
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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 Puro day of	chase Agreement and Instructions is hereby acknowledged on this, 2013.
	Alamo Title Company
	By: Printed Name:
	Title:

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

Lot Thirteen (13), SAVE AND EXCEPT the Northwest 135' X 200' and Lot Fourteen (14), SAVE AND EXCEPT the North 15' X 200', Block Five (5), CB 4163B, Woodridge Park Subdivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas, and being more particularly described on Exhibit "A-1" attached hereto and incorporated herein.

EXHIBIT "A-1"

G.F. 95990738-11 Portion of Lots 13 & 14, Block 5, Woodridge Park Subdivision

FIELD NOTES DESCRIBING 0.757 ACRES OF LAND IN BEXAR COUNTY, TEXAS

Being 0.757 acres of land and being a portion of Lots 13 and 14, Block 5, Woodridge Park Subdivision, County Block 4163B, Bexar County, Texas. Said Woodridge Park Subdivision being as shown on plat or map recorded in Volume 5580, Page 145, of the map and plat records of Bexar County, Texas. Said 0.757 acres of land being a portion of that certain deed dated October 1, 1984, Yolanda Reyes, Grantor and Windy's Water Works, Inc., Grantee and recorded in Volume 3232, Page 23, of the real property records of Bexar County, Texas. The portion being excluded from Lots 13 and 14, Block 5, Woodridge Park Subdivision being that property as described in two deeds describing 0.689 acres and 0.62 acres dated March 13, 1985, Windy's Water Works, Inc., Granter and Delanco, Inc., Grantee and recorded in Volume 3356, Page 445 and Page 449, of the real property records of Bexar County, Texas. The bearings recited herein are based on the hereinabove plat showing Woodridge Park Subdivision. Said 0.757 acres of land being more particularly described by metes and bounds as follows:

- BEGINNING at a found iron pin on the south right-of-way of Big Oak Drive. Said found iron pin being the northeast corner of Lot 13, Block 5 and the northwest corner of Lot 12, Block 5, Woodridge Park Subdivision;
- THENCE leaving the south right-of-way of Big Oak Drive and with the common boundary of Lots 12 and 13, Block 5, South 00°00′00″ East, 300.00 feet to a set iron pin being the southeast corner of Lot 13, Block 5 and also being the common corner of Lots 3, 4, 12 and 13, Block 5, Woodridge Park Subdivision:
- THENCE leaving the common boundary of Lots 12 and 13, Block 5, and with the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5, North 89'58'19" West, at 150.00 feet crossing the common corner of Lots 4, 5, 13 and 14, Block 5 and leaving the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5 and with the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, a total distance of 300.00 feet to a set iron pin being the southwest corner of Lot 14, Block 5, and also being the common corner of Lots 5, 6, 14 and 15, Block 5;
- THENCE leaving the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, and with the common boundary of Lots 14 and 15, Block 5, North 0000'00'00" East, 100.00 feet to a found iron pin being the southwest corner of the hereinabove 0.689 acre tract of land recorded in Volume 3356, Page 445;
- THENCE leaving the common boundary of Lots 14 and 15, Block 6 and with the south line of the 0.689 acre tract of land, generally with a chain link fence, South 89°58'19" East, at 150.00 feet crossing the southeast corner of the 0.689 acre tract, same being the southwest corner of the hereinabove 0.62 acre tract recorded in Volume 3356, Page 449 and leaving the south line of the 0.689 acre tract and with the south line of the 0.62 acre tract, a total distance of 285.00 feet to a set iron pin being the southeast corner of the 0.62 acre tract;

THENCE leaving the east line of the 0.62 acre tract and with the south right-ofway of Big Oak Drive South 89⁰58'19" East, 15.00 feet to the Place of Beginning and containing 0.757 acres of land in Bexar County, Texas, according to a survey made of the ground under my supervision on November 7. 1995.

年6881 四136

BILL CALLENDER
4777
SURVE

Bill Callender Registered Professional Land Surveyor

No. 4777 EXHIBIT "A"

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:
	Ву:
	Name:
	Title:
Attachments	
Exhibit "A" – Description of SAWS land	

EXHIBIT A

TO RELEASE AND INDEMNITY AGREEMENT

Property Description

Lot Thirteen (13), SAVE AND EXCEPT the Northwest 135' X 200' and Lot Fourteen (14), SAVE AND EXCEPT the North 15' X 200', Block Five (5), CB 4163B, Woodridge Park Subdivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas, and being more particularly described on Exhibit "A-1" attached hereto and incorporated herein.

EXHIBIT "A-1"

G.F. 95990738-11 Portion of Lots 13 & 14, Block 5, Woodridge Park Subdivision

FIELD NOTES DESCRIBING 0.757 ACRES OF LAND IN BEXAR COUNTY, TEXAS

Being 0.757 acres of land and being a portion of Lots 13 and 14, Block 5, Woodridge Park Subdivision, County Block 4163B, Bexar County, Texas. Said Woodridge Park Subdivision being as shown on plat or map recorded in Volume 5580, Page 145, of the map and plat records of Bexar County, Texas. Said 0.757 acres of land being a portion of that certain deed dated October 1, 1984, Yolanda Reyes, Grantor and Windy's Water Works, Inc., Grantee and recorded in Volume 3232, Page 23, of the real property records of Bexar County, Texas. The portion being excluded from Lots 13 and 14, Block 5, Woodridge Park Subdivision being that property as described in two deeds describing 0.689 acres and 0.62 acres dated March 13, 1985, Windy's Water Works, Inc., Granter and Delanco, Inc., Grantee and recorded in Volume 3356, Page 445 and Page 449, of the real property records of Bexar County, Texas. The bearings recited herein are based on the hereinabove plat showing Woodridge Park Subdivision. Said 0.757 acres of land being more particularly described by metes and bounds as follows:

- BEGINNING at a found iron pin on the south right-of-way of Big Oak Drive. Said found iron pin being the northeast corner of Lot 13, Block 5 and the northwest corner of Lot 12, Block 5, Woodridge Park Subdivision;
- THENCE leaving the south right-of-way of Big Oak Drive and with the common boundary of Lots 12 and 13, Block 5, South 00°00′00″ East, 300.00 feet to a set iron pin being the southeast corner of Lot 13, Block 5 and also being the common corner of Lots 3, 4, 12 and 13, Block 5, Woodridge Park Subdivision:
- THENCE leaving the common boundary of Lots 12 and 13, Block 5, and with the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5, North 89'58'19" West, at 150.00 feet crossing the common corner of Lots 4, 5, 13 and 14, Block 5 and leaving the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5 and with the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, a total distance of 300.00 feet to a set iron pin being the southwest corner of Lot 14, Block 5, and also being the common corner of Lots 5, 6, 14 and 15, Block 5;
- THENCE leaving the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, and with the common boundary of Lots 14 and 15, Block 5, North 000000000 "C0" East, 100.00 feet to a found iron pin being the southwest corner of the hereinabove 0.689 acre tract of land recorded in Volume 3356, Page 445:
- THENCE leaving the common boundary of Lots 14 and 15, Block 6 and with the south line of the 0.689 acre tract of land, generally with a chain link fence, South 89°58'19" East, at 150.00 feet crossing the southeast corner of the 0.689 acre tract, same being the southwest corner of the hereinabove 0.62 acre tract recorded in Volume 3356, Page 449 and leaving the south line of the 0.689 acre tract and with the south line of the 0.62 acre tract, a total distance of 285.00 feet to a set iron pin being the southeast corner of the 0.62 acre tract;

THENCE leaving the east line of the 0.62 acre tract and with the south right-ofway of Big Oak Drive South 89⁰58'19" East, 15.00 feet to the Place of Beginning and containing 0.757 acres of land in Bexar County, Texas, according to a survey made of the ground under my supervision on November 7. 1995.

年6881 四136

BILL CALLENDER
4777
SURVE

Bill Callender Registered Professional Land Surveyor

No. 4777 EXHIBIT "A"

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 Anton	nio, acting by and through its San Antonio Water System
Grantor's Mailing Addres	ss: P.O. Box 2449, San Antonio, Texas 78298-2449
Grantee:	

Grantee's Mailing Address:

<u>Consideration</u>: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

<u>Property (including any improvements):</u> A tract of land in San Antonio, Bexar County, Texas being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

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

Reservations from Conveyance: Grantor reserves from this conveyance:

(i) a perpetual easement for the use, benefit and control of CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, a Municipal Board of the CITY OF SAN ANTONIO, for all existing electrical and gas lines and related appurtenances located on the Property, together with (i) the right of ingress and egress over the Property for the purpose of inspecting, patrolling, constructing, reconstructing, maintaining, removing and replacing said electrical and gas lines and related appurtenances, (ii) the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, and any vegetation or obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

- (ii) Notwithstanding the foregoing, no water rights are being transferred or conveyed with the PROPERTY. More specifically, Grantor expressly reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System and its successors and assigns, all groundwater and groundwater estate, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in, under, or that may be produced from the Property. Without limiting the foregoing, Grantor also further reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System, its successors and assigns, the following personal property rights and incorporeal hereditaments associated with the Property and such groundwater reservation:
 - (1) Applications, licenses, allotments and permits, including Edwards Aquifer Authority ("EAA") Permits;
 - (2) Rights associated with the ownership of wells, if any, drilled for the production of groundwater;
 - (3) Any past historical production or use, and projected future historical production or use, and all rights and benefits accruing from historical production or use, including but not limited to all historical rights associated with any EAA groundwater permits associated with the Property; and
 - (4) Declarations of historical use now or hereafter existing.

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

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

By accepting this deed, Grantee acknowledges that the **PROPERTY IS BEING CONVEYED IN ITS PRESENT** "AS IS" CONDITION AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE

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

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

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

GRANTOR:

EXHIBIT A

TO FORM OF DEED WITHOUT WARRANTY

Property Description

Lot Thirteen (13), SAVE AND EXCEPT the Northwest 135' X 200' and Lot Fourteen (14), SAVE AND EXCEPT the North 15' X 200', Block Five (5), CB 4163B, Woodridge Park Subdivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas, and being more particularly described on Exhibit "A-1" attached hereto and incorporated herein.

EXHIBIT "A-1"

G.F. 95990738-11 Portion of Lots 13 & 14, Block 5, Woodridge Park Subdivision

FIELD NOTES DESCRIBING 0.757 ACRES OF LAND IN BEXAR COUNTY, TEXAS

Being 0.757 acres of land and being a portion of Lots 13 and 14, Block 5, Woodridge Park Subdivision, County Block 4163B, Bexar County, Texas. Said Woodridge Park Subdivision being as shown on plat or map recorded in Volume 5580, Page 145, of the map and plat records of Bexar County, Texas. Said 0.757 acres of land being a portion of that certain deed dated October 1, 1984, Volanda Reyes, Grantor and Windy's Water Works, Inc., Grantee and recorded in Volume 3232, Page 23, of the real property records of Bexar County, Texas. The portion being excluded from Lots 13 and 14, Block 5, Woodridge Park Subdivision being that property as described in two deeds describing 0.689 acres and 0.62 acres dated March 13, 1985, Windy's Water Works, Inc., Grantor and Delanco, Inc., Grantee and recorded in Volume 3356, Page 445 and Page 449, of the real property records of Bexar County, Texas. The bearings recited herein are based on the hereinabove plat showing Woodridge Park Subdivision. Said 0.757 acres of land being more particularly described by metes and bounds as follows:

- BEGINNING at a found iron pin on the south right-of-way of Big Oak Drive. Said found iron pin being the northeast corner of Lot 13, Block 5 and the northwest corner of Lot 12, Block 5, Woodridge Park Subdivision;
- THENCE leaving the south right-of-way of Big Oak Drive and with the common boundary of Lots 12 and 13, Block 5, South 0000'00" East, 300.00 feet to a set iron pin being the southeast corner of Lot 13, Block 5 and also being the common corner of Lots 3, 4, 12 and 13, Block 5, Woodridge Park Subdivision:
- THENCE leaving the common boundary of Lots 12 and 13, Block 5, and with the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5, North 89°58'19" West, at 150.00 feet crossing the common corner of Lots 4, 5, 13 and 14, Block 5 and leaving the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5 and with the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, a total distance of 300.00 feet to a set iron pin being the southwest corner of Lot 14, Block 5, and also being the common corner of Lots 5, 6, 14 and 15, Block 5;
- THENCE leaving the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, and with the common boundary of Lots 14 and 15, Block 5, North 00°00′00″ East, 100.00 feet to a found iron pin being the southwest corner of the hereinabove 0.689 acre tract of land recorded in Volume 3356, Page 445.
- THENCE leaving the common boundary of Lots 14 and 15, Block 5 and with the south line of the 0.689 acre tract of land, generally with a chain link fence, South 89°58'19" East, at 150.00 feet crossing the southeast corner of the 0.689 acre tract, same being the southwest corner of the hereinabove 0.62 acre tract recorded in Volume 3356, Page 449 and leaving the south line of the 0.689 acre tract and with the south line of the 0.62 acre tract, a total distance of 285.00 feet to a set iron pin being the southeast corner of the 0.62 acre tract;
- THENCE leaving the south line of the 0.62 acre tract and with the east line of the 0.62 acre tract, North 0000000 West, 200.00 feet to a set iron pin on the south right-of-way of Big Oak Drive. Said set iron pin being the northeast corner of the 0.62 acre tract;
- THENCE leaving the east line of the 0.52 acre tract and with the south right-of-way of Big Oak Drive South 80º58'19" East, 15.00 feet to the Place of Beginning and containing 0.757 acres of land in Bexar County, Texas, according to a survey made of the ground under my supervision on November 7, 1995.

16881 181364

BILL CALLENDER

Bill Callender Registered Professional Land Surveyor

No. 4777 EXHIBIT "A"

Exhibit C

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

Deed, Water Deed and Transfer of Real Property Interests (TCEQ transfer of BMWD to COSA (SAWS)), recorded in Volume 15414, Page 1147, Official Public Records of Bexar County, Texas

Warranty Deed (Windy's Water Works to Bexar Metropolitan Water District), recorded in Volume 6881, Pages 1363-1365, Official Public Record of Real Property of Bexar County, Texas

Warranty Deed (Yolanda Reyes to Windy's Water Works), recorded in Volume 3232, Pages 23-24, Deed Records of Bexar County, Texas

Deed recorded in Volume 5580, Page 145 of the Deed and Plat Records of Bexar County, Texas

Release of Easement recorded in Volume 7290, Pages 698-700, Official Public Record of Real Property of Bexar County, Texas

Release of Easement recorded in Volume 7012, Pages 443-445, Official Public Record of Real Property of Bexar County, Texas

Easement recorded in Volume 6286, Pages 121-124, Official Public Record of Real Property of Bexar County, Texas

Indemnification document (Windy's Water Works to Bexar Metropolitan Water District), recorded in volume 7290, Pages 688-690, Official Public Record of Real Property of Bexar County, Texas

BCAD Map Image – Property ID 180542

Utility Locaters Report – CPS Energy

Deed, Water Deed and Transfer of Real Property Interests
(TCEQ transfer of BCWD to COSA (SAWS)),
recorded in Volume 15414, Page 1147,
Official Public Records of Bexar County, Texas

SCANNED



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

DEED, WATER DEED AND TRANSFER OF REAL PROPERTY INTERESTS

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

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

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

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

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

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

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

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

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

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

Signature and acknowledgement on following page

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

By: Mark

Printed Name:

Title: Execut

STATE OF TEXAS

§ s

COUNTY OF TRAVIS

§ §

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

[Seal]



Notary without Bond

After recording, return to:

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

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

MAR 2 7 2012

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120055877 Fees: \$24.00 03/27/2012 10:18AM # Pages 3 Filed & Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK Warranty Deed (Windy's Water Works, Inc. to Bexar Metropolitan Water District), recorded in Volume 6881, Pages 1363-1365, Official Public Record of Real Property of Bexar County, Texas

WARRANTY DEED

96- 0144184

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT, WINDY'S WATER WORKS, INC., acting herein by and through its authorized corporate office (hereinafter called Grantor, whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations to Grantor in hand paid by BEXAR METROPOLITAN WATER DISTRICT (hereinafter called Grantee, whether one or more), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, whose mailing address is as hereinafter set forth, the following described real estate, together with all improvements thereon, situated in BEXAR County, Texas, being more particularly described as follows, to-wit:

Lot Thirteen (13), save and except the northwest 135' x 200' and Lot Fourteen (14), SAVE AND EXCEPT the North 15' x 200', Block Five (5), CB 4163B, Woodridge Park Subdivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantec, Grantee's heirs, successors or assigns forever. And Grantor does hereby bind Grantor, Grantor's heirs, successors or assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee herein, Grantee's heirs, successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to any and all restrictions, easements, setback lines, covenants, conditions and reservations (BUT NOT ENCUMBRANCES) of record affecting the property herein conveyed.

EXECUTED ON

WINDY

By:

DELMAR E. WINDHORST,

President

(ACKNOWLEDGEMENT)

STATE OF TEXAS

S COUNTY OF BEXAR

This instrument was ACKNOWLEDGED before me, on this the /S/ day of ____, 1995, by DELMAR E. WINDHORST, President of WINDY'S WATER WORKS, INC., a Texas Corporation, and in the capacity herein stated on behalf of said poration.

SHANA K JAMES **Notary Public** State of Texas

My Comm. Exp. 02-26-97

GRANTEE'S MAILING ADDRESS: AFTER RECORDING RETURN TO **GRANTEE AT:** Bexar Metropolitan Water District

P. O. Box 3577

San Antonio, Texas 78211-0577

PREPARED IN THE LAW OFFICE OF: WEST & WEST ATTORNEYS 8000 Vantage, Suite 2000, Building A San Antonio, Texas 78230

c:\wp51\closings\may\bexar.met\windys\bexar3.ded (prop. #13 - GF# - 11)

FIELD NOTES DESCRIBING 0.757 ACRES OF LAND IN BEXAR COUNTY, TEXAS

Being 0.757 acres of land and being a portion of Lots 13 and 14, Block 5, Woodridge Park Subdivision, County Block 4163B, Bexar County, Texas. Said Woodridge Park Subdivision being as shown on plat or map recorded in Volume 5580, Page 145, of the map and plat records of Bexar County, Texas. Said 0.757 acres of land being a portion of that certain deed dated October 1, 1984, Yolanda Reyes, Grantor and Windy's Water Works, Inc., Grantee and recorded in Volume 3232, Page 23, of the real property records of Bexar County, Texas. The portion being excluded from Lots 13 and 14, Block 5, Woodridge Park Subdivision being that property as described in two deeds describing 0.689 acres and 0.62 acres dated March 13, 1985, Windy's Water Works, Inc., Grantor and Delanco, Inc., Grantee and recorded in Volume 3356, Page 445 and Page 449, of the real property records of Bexar County, Texas. The bearings recited herein are based on the hereinabove plat showing Woodridge Park Subdivision. Said 0.757 acres of land being more particularly described by metes and bounds as follows:

- BEGINNING at a found iron pin on the south right-of-way of Big Oak Drive. Said found iron pin being the northeast corner of Lot 13, Block 5 and the northwest corner of Lot 12, Block 5, Woodridge Park Subdivision;
- THENCE leaving the south right-of-way of Big Oak Drive and with the common boundary of Lots 12 and 13, Block 5, South 0000000 East, 300.00 feet to a set iron pin being the southeast corner of Lot 13, Block 5 and also being the common corner of Lots 3, 4, 12 and 13, Block 5, Woodridge Park Subdivision;
- THENCE leaving the common boundary of Lots 12 and 13, Block 5, and with the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5, North 89058'19" West, at 150.00 feet crossing the common corner of Lots 4, 5, 13 and 14, Block 5 and leaving the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5 and with the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, a total distance of 300.00 feet to a set iron pin being the southwest corner of Lot 14, Block 5, and also being the common corner of Lots 5, 6, 14 and 15, Block 5;
- THENCE leaving the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, and with the common boundary of Lots 14 and 15, Block 5, North 00000000 East, 100.00 feet to a found iron pin being the southwest corner of the hereinabove 0.689 acre tract of land recorded in Volume 3356, Page 445;
- THENCE leaving the common boundary of Lots 14 and 15, Block 5 and with the south line of the 0.689 acre tract of land, generally with a chain link fence, South 89058'19" East, at 150.00 feet crossing the southeast corner of the 0.689 acre tract, same being the southwest corner of the hereinabove 0.62 acre tract recorded in Volume 3356, Page 449 and leaving the south line of the 0.689 acre tract and with the south line of the 0.62 acre tract, a total distance of 285.00 feet to a set iron pin being the southeast corner of the 0.62 acre tract;
- THENCE leaving the east line of the 0.62 acre tract and with the south right-of-way of Big Oak Drive South 89058'19" East, 15.00 feet to the Place of Beginning and containing 0.757 acres of land in Bexar County, Texas, according to a survey made of the ground under my supervision on November 7, 1995.



Bill Callender

Registered Professional Land Surveyor

No. 4777 EXHIBIT "^" Any providen horses which restricts the sale, restrict, or use of the described real property because of ruse is invade and unsettentials under Faderal lates. STATE OF TEXAS, COUNTY OF SEXAF. I hereby cereby theil this instrument was FILED in File Humber Sequence on Exa date and at the films strumped horses by the and was daily RECORDED in the Official Public Record of Roat Property of Sener County, Taxon on:

SEP 20 1996

Juny Rilly COUNTY CLERK BEXAR COUNTY, TEXAS

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE MADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBLITY, CARBON GR PHOTO COPY, DISCOLORED PAPER, ETC.

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK

Cm Sep 19 1996

At 3:16pm

Receipt #: 255170 Recording: 5.00 Boc/Ngat: 6.00

Doc/Nes : 96- 0144184

Deputy -Jane Hernandez

Warranty Deed (from Yolanda Reyes to Windy's Water Works) recorded in Volume 3232, Page 23-24 of the Official Public Record of Real Property of Bexar County, Texas Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

844418

WARRANTY DEED

THE STATE OF TEXAS COUNTY OF BEXAR That I, YOLANDA REYES, a single was a single of the country	J	BY THESE PRESENT	'S:
of the County of Bexar consideration of the sum of	and State of)	
and other valuable consideration to the undersigne which is hereby acknowledged,	d paid by the grantee	herein named,	the receipt of
have GRANTED, SOLD AND CONVEYED, and WINDY'S WATER WO of the County of Bexar		ANT, SELL AND CO Texas	NVEY unto , all of
Lots 13 & 14, Block 5, (Park Subdivision, as sho 5580, Page 145, Deed and Texas. Subject to restrictions, easements assessment of record in the Bexar	own on plat record Plat Records of States, mineral reserv	BB, Woodridge ded at Volume Bexar County, vation, and main	exas, to-wit:
TO HAVE AND TO HOLD the above describe appurtenances thereto in anywise belonging, unto the orever; and we do hereby bind our selve WARRANT AND FOREVER DEFEND all and seems and assigns, against every person whomsoever in	e said grantee , es, our hei ingular the said premises	her heirs rs, executors and admir unto the said grantee ,	and assigns nistrators to her part thereof.
10/10/84 800154	\$5.00 Y 1 2	230	M 7 8 7 870A

OCTOBER

EXECUTED

this 1st

day of

Mailing address of each grantee: Name: Windy's Water Works, Inc. Name: Address: Route 30, Box 822 Address: San Antonio, Texas 78221 (Acknowledgment) STATE OF PEXA COUNTY OF BEXAR This instrument was acknowledged before me on the day of . 19::84 by YOLANDA REYES. revis s Notary Public, State of Texas
Notary's name (printed): SHARRON VETTERS 9/26/88 Notary's commission expires: (Acknowledgment) STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on the day of , 19 by Notary Public, State of Texas Notary's name (printed): OCT 11 1984 Notary's commission expires: 7

STATE OF TEXAS COUNTY OF

by of a This instrument was acknowledged before me on the

COUNTY CLERK BEXAR COUNTY, TEXAS

day of

,

(Corporate Acknowledgment)

corporation, on behalf of said corporation.

Notary Public, State of Texas Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO: Windy's Water Works, Inc. Route 30, Box 822 San Antonio, Texas 78221

PREPARED IN THE LAW OFFICE OF:

Thomas L. Even 110 East Nueva San Antonio TX 78204

Recording of Subdivision Plat recorded in Volume 5580, Page 143 of the Deed and Plat Records of Bexar County, Texas

The second secon 15 MI. TO BEXAR COUNTY LI SUBDIVISION PLAT OF Tegggg 1 - TO PLEASANTON SCALE / 1" : 300.00 WOODRIDGE PARK HWY. 431.679 ACRES. COUNTY BLOCK 650 M. 04*45'00 E. 185 OUT OF THE J.S. MOORING SURVEY 1386 3 4 ABSTRACT NO 1085 BEXAR COUNTY. TEXAS AND ASA MATCHELL SURVEY =6. BEXAR COUNTY. TEXAS TO SAN ANTONIO R West Millians COUNTY OF BEXAR) 17 型名 17 H 10 THE JUNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO. 670 AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEGIGED 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 THERECH SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. DAVID HILLER PRESIDENT CANYON LAKE SHORES. INC. STATE OF TEXAS COUNTY OF BEXAR) BEFORE ME. THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DAVID NILLER . KNOWN TO HE TO BE THE PERSON WHOSE HAME IS SUBSCRIBED TO THE FOREGOING INST LEMENT, AND ALKHOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THOIFIN EXPRESSED AND IN THE CAPACITY THEREIN GIVEN UNDER HE HAND AND SEAL OF OFFICE THIS TO DAY OF THE A.D. 1966 NOTARY PUBLIC, BEXAR COUNTY, TEXAS RESTATE OF TEXAS COUNTY OF BEXAR I HEREBY CEPTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN POPULAL SCRIEN OF THE PROPERTY HADE UPPER BY SITEPHISION ON THE GROUND. MALCOLM A. COLLINS REGISTERES P. OFESSIONAL ENGINEER SWURK TO AME SUBSCRIBED BEFORE HE THIS THE 15th DAY OF TUNE 2. D. 1966 SDRIVE 1 1 30.0 1 1500 1 1500 150.0 150.0 150.0 150.0 LOCATION DATA SCHOOL JENSON SHOLE TOWNS LENGTH ! 1..301 39.271 1 15,001 (22,551) j* kar 15.00 24.80 :: % -5.001 22.321 730 0 1 357 15. 51 1.21 106° 081 247 15.301 27.921 20. 🛂 1010 501 747 -6.001 25.601 ings of the sign 20.451 . 11 21,251 | 12,511 5 277 | 3,271 | 90,861 . .0. 2.177234 Grand M. Ange & Deputy " د ان 75.31 9 C at U. 10 o'thock A: M
9 C at I. 16; coutlock A: M
55 W. Kink arr
8 Cerk, Pevar County, Towas 13.150 350.06 100 100 00 Mg (150 AAGD 10 200... 660 IRON PINS SET AT ALL LOT CORNERS ALL STREETS RUN EAST-WEST OR NORTH-SOUTH UNLESS NOTED OTHERWISE ALSO FOR LOTS.

Release of Easement recorded in Volume 7290, Pages 698-700, Official Public Record of Real Property of Bexar County, Texas

RELEASE OF EASEMENT

97- 0177541 STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: S

COUNTY OF BEXAR S

WHEREAS, by instrument filed on December 13, 1994, recorded in Volume 6286, Page 121, Real Property Records of Bexar County, Texas, an easement (the "Easement") (surface and sub-surface, including rights of excavation and digging, ingress and egress for the purpose of construction and maintenance only) upon and across certain real property which is more particularly described as follows:

Lot Thirteen (13) save and except the northwest 135' x 200' & Lot Fourteen (14), SAVE AND EXCEPT the North 150 'x 200', Block Five (5), CB 4163B, Woodridge Park Subdivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof;

which Easement was granted for the benefit of DELANCO, INC. (hereinafter "DELANCO"), and the heirs, successors, and assigns of the owners of the property therein described; and

WHEREAS, the said **DELANCO** is the owner of said Easement; and

WHEREAS, it is the desire of DELANCO to release and abandon said Easement to the owners of the fee simple title to the land over which said Easement crosses.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE BENEFITS TO BE DERIVED BY THE PARTIES, DELANCO does hereby RELEASE, REMISE AND QUIT-CLAIM unto the fee simple title holders of the land over which said Easement crosses, their heirs, successors or assigns, all rights and interests that DELANCO may have in said Easement, and hereby declares that said Easement be, and the same is, hereby terminated and of no further force and effect, and the same shall be null and void as of the date of these presents.

EXECUTED this the 28 day of Octo

WINDHORST, President

THE STATE OF TEXAS § COUNTY OF BEXAR

WILLIAM RALPH BROWN Notary Public, State of Texas My Commission Expires 6-30-2000

THIS INSTRUMENT was ACKNOWLEDGED before me, on this the day Take, 199 , by FRANK WINDHORST, President of DELANCO, INC.,

on behalf of said corporation.

WILLIAM RALPH BROWN

My Commission Explication Public, State of Texas 6-30-2000

AFTER RECORDING RETURN TO: PREPARED IN THE LAW OFFICE OF: Bexar Metropolitan Water District 2047 W. Malone

San Antonio, TX 78225

WEST & WEST ATTORNEYS 8000 Vantage, Building A San Antonio, Texas 78230

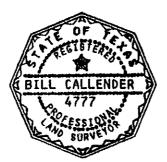
c:\wp51\bexar.met\easement.rl1

M7290 M069

FIELD NOTES DESCRIBING 0.757 ACRES OF LAND IN BEXAR COUNTY, TEXAS

Being 0.757 acres of land and being a portion of Lots 13 and 14, Block 5, Woodridge Park Subdivision, County Block 4163B, Bexar County, Texas. Said Woodridge Park Subdivision being as shown on plat or map recorded in Volume 5580, Page 145, of the map and plat records of Bexar County, Texas. Said 0.757 acres of land being a portion of that certain deed dated October 1, 1984, Yolanda Reyes, Grantor and Windy's Water Works, Inc., Grantee and recorded in Volume 3232, Page 23, of the real property records of Bexar County, Texas. The portion being excluded from Lots 13 and 14, Block 5, Woodridge Park Subdivision being that property as described in two deeds describing 0.689 acres and 0.62 acres dated March 13, 1985, Windy's Water Works, Inc., Grantor and Delanco, Inc., Grantee and recorded in Volume 3356, Page 445 and Page 449, of the real property records of Bexar County, Texas. The bearings recited herein are based on the hereinabove plat showing Woodridge Park Subdivision. Said 0.757 acres of land being more particularly described by metes and bounds as follows:

- BEGINNING at a found iron pin on the south right-of-way of Big Oak Drive. Said found iron pin being the northeast corner of Lot 13, Block 5 and the northwest corner of Lot 12, Block 5, Woodridge Park Subdivision;
- THENCE leaving the south right-of-way of Big Oak Drive and with the common boundary of Lots 12 and 13, Block 5, South 00000'00" East, 300.00 feet to a set iron pin being the southeast corner of Lot 13, Block 5 and also being the common corner of Lots 3, 4, 12 and 13, Block 5, Woodridge Park Subdivision;
- THENCE leaving the common boundary of Lots 12 and 13, Block 5, and with the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5, North 89058'19" West, at 150.00 feet crossing the common corner of Lots 4, 5, 13 and 14, Block 5 and leaving the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5 and with the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, a total distance of 300.00 feet to a set iron pin being the southwest corner of Lot 14, Block 5, and also being the common corner of Lots 5, 6, 14 and 15, Block 5;
- THENCE leaving the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, and with the common boundary of Lots 14 and 15, Block 5, North 00000000 East, 100.00 feet to a found iron pin being the southwest corner of the hereinabove 0.689 acre tract of land recorded in Volume 3358, Page 445:
- THENCE leaving the common boundary of Lots 14 and 15, Block 5 and with the south line of the 0.689 acre tract of land, generally with a chain link fence, South 89058'19" East, at 150.00 feet crossing the southeast corner of the 0.689 acre tract, same being the southwest corner of the hereinabove 0.62 acre tract recorded in Volume 3356, Page 449 and leaving the south line of the 0.689 acre tract and with the south line of the 0.62 acre tract, a total distance of 285.00 feet to a set iron pin being the southeast corner of the 0.62 acre tract;
- THENCE leaving the south line of the 0.62 acre tract and with the east line of the 0.62 acre tract, North 00000'00" West, 200.00 feet to a set iron pin on the south right-of-way of Big Oak Drive. Said set iron pin being the northeast corner of the 0.62 acre tract;
- THENCE leaving the east line of the 0.62 acre tract and with the south right—of—way of Big Oak Drive South 89°58'19" East, 15.00 feet to the Place of Beginning and containing 0.757 acres of land in Bexar County, Texas, according to a survey made of the ground under my supervision on November 7, 1995.



Bill Callender

Registered Professional Land Surveyor

No. 4777 EXHIBIT "A" Any provision herein which resides the sale, rental, or use of the described real property because of room to invest and unantercable under Federal law STATE OF TEXAS, COUNTY OF BEXAP.

Iterates critically had this instrument was FILED in Fise Number Sequence on the other and of the sime stamped hereon by the and was Cuty RECORDED at the Offices Public Record of Roal Property of Bester County, Texas on:

DEC 1 7 1997

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK

On Dec 16 1997

At 1:45pm

Receipt #: Recording: Doc/Mgmt:

Doc/Num : 97- 0177541

Deputy -Deborah Greiner

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS
INCIDENT WAS TOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARSON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

Release of Easement

recorded in Volume 7012, Pages 443-445,

Official Public Record of Real Property of Bexar County, Texas

FAX NO. 210 340 2577

₽, 03/03

GF 95990738-11 STC/LA \$11.00

RELEASE OF EASEMENT

ラフー 9955399

STATE OF TEXAS

COUNTY OF BEXAR

\$

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by insurument filed on December 13, 1994, recorded in Volume 6286, Page 121, Real Property Records of Besix County, Texas, an easement (the "Easement") (surface and sub-surface, including rights of excavation and disting, ingress and egress for the purpose of construction and membranes only) upon and across certain real property which is more particularly described as follows:

Lot Thirteen (13), save and except the northwest 135' x 200' of Lot Fourteen (14), SAVE AND EXCEPT the North 15' x 200', Block Pive (5), CB 4163B, Woodridge Park Sulvivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Piat Records of Besai County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

which Easement was granted for the benefit of DELANCO, INC. (herein fter DELANCO), and the being successors, and assigns of the owners of the property therein described; and

WHEREAS, the said DELANCO is the owner of said Ensement; and

WHEREAS, it is the desire of DELANCO to release and abandon said Eastment to the owners of the fee simple title to the land over which said Pasement crosses.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE BENEFITS TO BE DERIVED BY THE PARTIES, DELANCO does hereby RETEASE, KEMBE AND QUIT-CLAIM unto the fee simple title holders of the land over which said Exercises crosses, their heirs, successors or assigns, all rights and interests that DRLANCO may have in said Fasement, and hereby declares that said Enterneut be, and the same is, hereby regulinated and of no further force and effect, and the same shall be null and void as of the date of these presents.

EXECUTED this the 2 nd

day of Descember

Frank

Frank Windhorst, President

IL

THE STATE OF TEXAS 5 COUNTY OF BEXAR

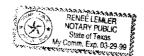
THIS INSTRUMENT was ACKNOWLEDGED before me, on this the of <u>Percenter</u>, 1996 by <u>Fronk Windforst</u> of INC, on behalf of said corporation. of DELANCO

Notary Public, State of Texas

ewy

AFTER RECORDING RETURN TO: Rexar Metropolitan Water District 2047 W. Malone San Antonio, TX 78225

PREPARED IN THE LAW OFFICE OF: WEST & WEST ATTORNING 8000 Vantage, Building A Sun Autonio, Texas 78230 c:\wp51\bear.mer\secomen:.ri1



Portion of Lots 13 & 14, Block 5, Woodridge Park Subdivision

FIELD NOTES DESCRIBING 0.757 ACRES OF LAND IN BEXAR COUNTY, TEXAS

Being 0.757 acres of land and being a portion of Lots 13 and 14, Block 5, Woodridge Park Subdivision, County Block 4163B, Bexar County, Texas. Said Woodridge Park Subdivision being as shown on plat or map recorded in Volume 5580, Page 145, of the map and plat records of Bexar County, Texas. Said 0.757 acres of land being a portion of that certain deed dated October 1, 1984, Yolanda Reyes, Grantor and Windy's Water Works, Inc., Grantee and recorded in Volume 3232, Page 23, of the real property records of Bexar County, Texas. The portion being excluded from Lots 13 and 14, Block 5, Woodridge Park Subdivision being that property as described in two deeds describing 0.689 acres and 0.62 acres dated March 13, 1985, Windy's Water Works, Inc., Grantor and Delanco, Inc., Grantee and recorded in Volume 3356, Page 445 and Page 449, of the real property records of Bexar County, Texas. The bearings recited herein are based on the hereinabove plat showing Woodridge Park Subdivision. Said 0.757 acres of land being more particularly described by metes and bounds as follows:

- BEGINNING at a found from pin on the south right-of-way of Big Oak Drive. Said found from pin being the northeast corner of Lot 13, Block 5 and the northwest corner of Lot 12, Block 5, Woodridge Park Subdivision;
- THENCE leaving the south right-of-way of Big Oak Drive and with the common boundary of Lots 12 and 13, Block 5, South 00000 East, 300.00 feet to a set iron pin being the southeast corner of Lot 13, Block 5 and also being the common corner of Lots 3, 4, 12 and 13, Block 5, Woodridge Park Subdivision;
- THENCE leaving the common boundary of Lots 12 and 13, Block 5, and with the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5, North 89°58'19" West, at 150.00 feet crossing the common corner of Lots 4, 5, 13 and 14, Block 5 and leaving the south line of Lot 13, Block 5, same being the north line of Lot 4, Block 5 and with the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, a total distance of 300.00 feet to a set iron pin being the southwest corner of Lot 14, Block 5, and also being the common corner of Lots 5, 6, 14 and 15, Block 5;
- THENCE leaving the south line of Lot 14, Block 5, same being the north line of Lot 5, Block 5, and with the common boundary of Lots 14 and 15, Block 5, North 00000'00" East, 100.00 feet to a found iron pin being the southwest corner of the hereinabove 0.689 acre tract of land recorded in Volume 3356, Page 445:
- THENCE leaving the common boundary of Lots 14 and 15, Block 5 and with the south line of the 0.689 acre tract of land, generally with a chain link fence, South 89058'19" East, at 150.00 feet crossing the southeast corner of the 0.689 acre tract, same being the southwest corner of the hereinabove 0.62 acre tract recorded in Volume 3356, Page 449 and leaving the south line of the 0.689 acre tract and with the south line of the 0.62 acre tract, a total distance of 285.00 feet to a set iron pin being the southeast corner of the 0.62 acre tract;
- THENCE leaving the south line of the 0.62 acre tract and with the east line of the 0.62 acre tract, North 0000000 West, 200.00 feet to a set iron pin on the south right-of-way of Big Oak Drive. Said set Iron pin being the northeast corner of the 0.62 acre tract;
- THENCE leaving the east line of the 0.62 acre tract and with the south right-ofway of Big Oak Drive South 89058'19" East, 15.00 feet to the Place of Beginning and containing 0.757 acres of land in Bexar County, Texas, according to a survey made of the ground under my supervision on November 7, 1995.



Bill Callender

Registered Professional Land Surveyor

No. 4777 EXHIBIT "A"

REDINDERS HERRIPINE

At time of Recordation this instrument was found to be inadequate for good photographic reproduction due to: (illegibility, carbon or photo copy, discolored paper, deterioriation, etc.)

Any provision herein which hashed the sale, hantal, or use of the described hash properly because of rice is invalid and unenforceble under Federal law STATE OF TEXAS, CCURTY OF IEXAS, the idea of the law invalid the lastroment was FILED in File Number Sequence at the date and at the time stamped hereon by me and was duly RECORDED to the Citized Custor Report of Basi Property of Basia County, Texas on:

FEB 21 1997

Juny Rilly COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK

On Feb 20 1997

At 3:34pm

Receipt #: 12490 Recording: 5.00 Doc/Mgmt: 6.00

Doc/Num : 97- 0023386

Deputy -Janie Sanchez

Easement

recorded in Volume 6286, Pages 121-124,

Official Public Record of Real Property of Bexar County, Texas

EASEMENT

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

That WINDY'S WATER WORKS, INC., herein referred to as Grantors, for and in consideration of TEN AND NO/100 DOLLARS, and other valuable consideration, receipt of which is hereby acknowledged, to it in hand paid by DELANCO, INC., a Texas corporation domiciled in Bexar County, Texas, have granted, sold and conveyed and these presents do grant, sell and convey unto the said DELANCO, INC., herein referred to as Grantee; subject to the use and control of said Grantee, and its successors and assigns, a surface and sub-surface easement, including the rights of excavation and digging, ingress and egress (for the purpose of construction and maintenance only) from property of Grantors adjacent to this easement, to remove, operate, repair, or replace any and all equipment, pumps, regulators, plumbing, tanks and chemicals having to do with water treatment on the following described lands situated in Bexar County, Texas, to-wit:

- Lots 11 and 12, Block A, Highland Oaks Subdivision, County Block 5997.
- East 100 feet of Lot 27, Block 4, Whispering Winds Subdivision, County Block 4157A.
- Lots 26 and 27, Block 2, Palo Alto Park Subdivision, County Block 4202A.
- Tract P-2A, .194 acres of Abstract 1261, County Block 4175.
- Tract P162 and P170, Abstract 7, County Block 4011.
- East Irregular 15 feet of South 300 feet of Lot 13 and South 100 feet of Lot 14, Block 5, Woodridge Park Subdivision, County Block 4163B.

Tract P101, Abstract 1081, County Block 4142.

Tract P100, County Block 4126A.

Well Tract out of Lot 23, Unit 3, Blue Bonnet Ridge Subdivision, County Block 4010.

Subject to: All valid easements and restrictions of record.

It is expressly stipulated that nothing is granted hereby except the easement of and through said tract of land for the purposes herein stated.

To have and to hold the above premises unto the Grantee, its successors and assigns for the uses and purposes above set out with right of ingress to and egress from the premises through the adjoining land of Grantors only for the purposes and uses and under the conditions hereinabove set forth, and subject to the following covenants and agreements of the parties:

- 1. Grantee agrees to repair any damage done by it to the surface of the land, fences, crops, cattle, or improvements situated in and upon the above described and contiguous and adjacent property during the term hereof, and to indemnify and hold Grantors harmless from any and all claims and causes of action by any existing or future tenants of Grantors contiguous and adjacent property arising out of Grantee's use and occupancy of the easement herein granted.
- 2. Grantors' warranty of title extends only to persons claiming by, through or under it and not otherwise.
- 3. There is reserved to the Grantors, their successors and assigns, the right and privilege to use the above described land of the Grantors at any time, in any manner

and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

4. In the event Grantee desires to assign said easement, the consent of the Grantors shall not be required, however in such event Grantee shall notify Grantors of impending assignment.

EXECUTED THIS 7 day of Account 199.

WINDY'S WATER WORKS, INC.

By: Attacker Mond

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Panal & WNDHCRS , known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said WINDY'S WATER WORKS, INC., and that he executed the same as the act of such corporation, for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 1 day of 199.

Notary Public in and for

.... = -----

My Commission Expires

After tecording Return to:
WINDY'S WATER WORKS
23475 Thornwood Dr.
San autonio Tex 78264

Book Volm Page 00123

Filed for Record in: BEXAR COUNTY, TX ROBERT D. GREEN/COUNTY CLERK

On Dec 12 1994

At 10:45am

Receipt #: Recording: Doc/Aget : 93675 7.00 6.00

Doc/Num : 94- 0216812

Deputy -Christina Juarez

Book Volm D 06286 Page 00124

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

DEC 13 1994

COUNTY CLERK BEXAR CO.

Indemnification

(Windy's Water Works to Bexar Metropolitan Water District)recorded in Volume 7290, Pages 688-690,Official Public Record of Real Property of Bexar County, Texas

INDEMNIFICATION

97- 0177537

This Indemnification is given by WINDY'S WATER WORKS, INC. and FRANK WINDHORST, individually to BEXAR METROPOLITAN WATER DISTRICT or assigns on the day last show below.

Whereas, heretofore Windy's Water Works, Inc. sold, transferred and conveyed unto Bexar Metropolitan Water District, the following described real property, towit:

Lot Thirteen (13) save and except the northwest 135' X 200' and Lot Fourteen (14) save and except the North 15' X 200', Block Five (5), County Block Four Thousand One Hundred Sixty-Three B (4,163B), Woodridge Park Subdivision, Bexar County, Texas, as shown on plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas.

Whereas, by instrument dated June 30, 1980, recorded in Volume 1998, Page 460, Real Property Records of Bexar County, Texas, Lakecroft, Inc. (also known as Woodridge Park Improvement Association) caused an instrument to be filed for assessments to be owing to Lakecroft on the above described property, as well as other property therein mentioned, and to charge the same to owners of lots in Woodridge Park as shown on map or plat recorded in Volume 5580, Page 145, Deed and Plat Records of Bexar County, Texas, and for any unpaid assessments.

Whereas, Windy's Water Works, Inc. has not been able to locate an authorized representative of Lakecroft, Inc. to determine whether any assessments are owing and to obtain a Partial Release of Lien.

Accordingly, for and in consideration of these presents and the mutual benefits to be derived by and between the parties hereto, it is understood and agreed as follows:

THAT Windy's Water Works, Inc. and Frank Windhorst, individually, do, by these presents, hold Bexar Metropolitan Water District, its transferees and assigns, harmless from any and all assessments which may be owing against the above described real property to Lakecroft, Inc., also known as Woodridge Park Improvement Association, its successors or assigns, and

Whereas, in the event any assessments are determined to be owing, Windy's Water Works, Inc. and Delmar Windhorst, Individually, agree to pay same within 20 days after such determination has been made, and obtain and record a Release of the above described assessment.

EXECUTED on the 28 day of	<u>October</u> , 1997.
By: TRANK WINDHORST, President	FRANK WINDHORST, individually

STATE OF TEXAS

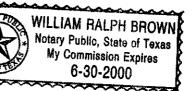
)(

COUNTY OF BEXAR

)(

This instrument was ACKNOWLEDGED before me by FRANK WINDHORSI, Individually and as President of WINDY'S WATER WORKS, INC., on this, the day of May of

NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING, RETURN TO: West & West, Attorneys 8000 Vantage, Bldg A #2000 San Antonio, TX 78230

VOL 7290 PG 0690

Any provision herein which restricts the sale, rental, or use of the described real property because of rece is invalid and unantercable under Federal lant STATE OF TEXAS, COUNTY OF BEXAN I hereby certify that this instrument was FELEO in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORGED at the Official Public Record of Real Property of Bestar County, Testas on:

DEC 1 7 1997

Jenny Rilliff
COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK

On Dec 16 1997

At 1:45pm

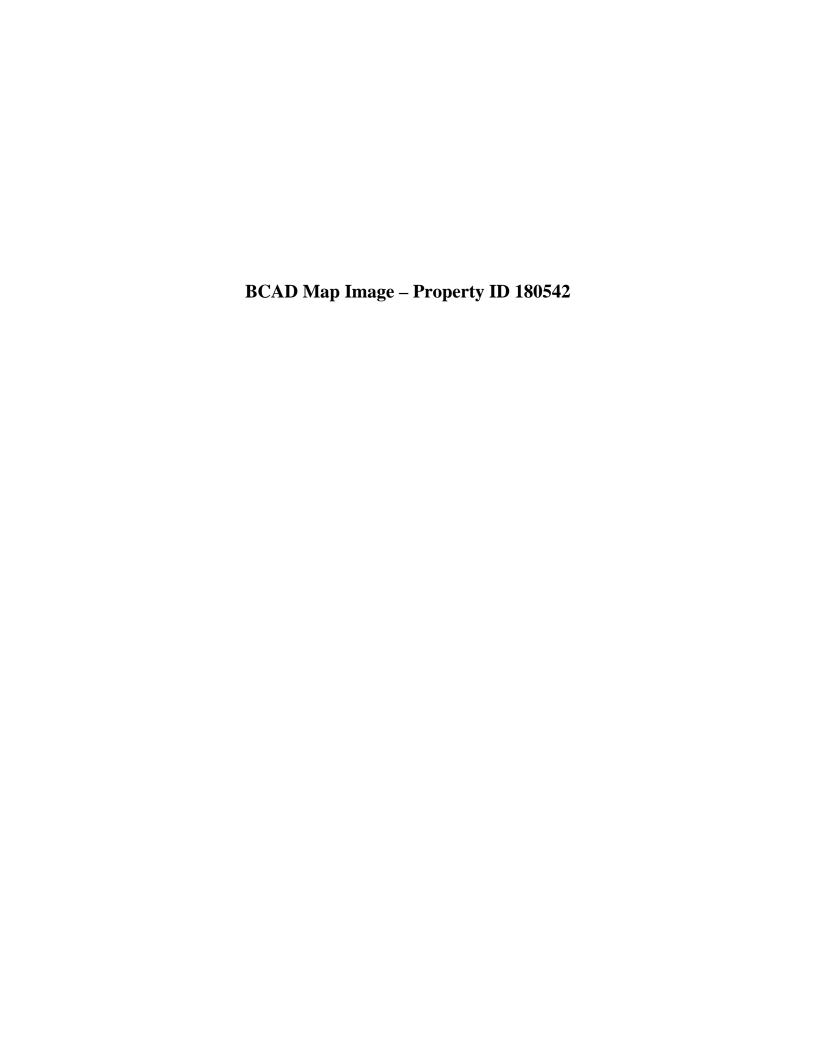
Receipt #: 88149
Recording: 5.00
Doc/Mgmt: 6.00

Doc/Num : 97- 0177537

Deputy -Deborah Greiner

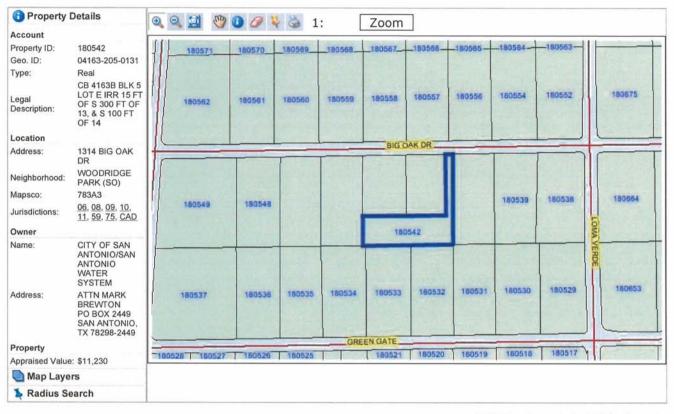
RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGISILITY, CARSON OR PHOTO COPY, DISCOLORED PAPER, ETC.



Bexar CAD

Property Search Results > Property ID 180542 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2012



Website version: 1.2.2.0

Database last updated on: 7/17/2012 1:34 AM

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Bexar CAD

Property Search Results > 180542 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2012

Account

Property

Property ID:

180542

Legal Description: CB 4163B BLK 5

LOT E IRR 15 FT OF S 300 FT OF 13, & S 100 FT OF

Geographic ID:

04163-205-0131

Agent Code:

Type: Property Use Code:

Real 002

Property Use Description: Rural

Location

Address:

1314 BIG OAK DR

Mapsco:

783A3

EX

Neighborhood:

WOODRIDGE PARK (SO)

Map ID:

Neighborhood CD:

28170

Owner

Name:

CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM Owner ID:

% Ownership:

113346

Mailing Address:

ATTN MARK BREWTON

PO BOX 2449

SAN ANTONIO, TX 78298-2449

Exemptions:

100.0000000000%

Values

(+) Improvement Homesite Value: \$0 (+) Improvement Non-Homesite Value: + \$0

(+) Land Homesite Value: \$0

(+) Land Non-Homesite Value: \$11,230 Ag / Timber Use Value

(+) Agricultural Market Valuation: \$0 (+) Timber Market Valuation: \$0 \$0

(=) Market Value: \$11,230

(-) Ag or Timber Use Value Reduction: -\$0

(=) Appraised Value: \$11,230

(-) HS Cap: \$0

(=) Assessed Value: \$11,230

Taxing Jurisdiction

Owner:

CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM

% Ownership: 100.0000000000%

Total Value: \$11,230

Entity	Description	Tax Rate Appraised Value		Taxable Value	Estimated Tax	
06	BEXAR CO RD & FLOOD	0.030679	\$11,230	\$0	\$0.00	
08	SA RIVER AUTH	0.017370	\$11,230	\$0	\$0.00	
09	ALAMO COM COLLEGE	0.141623	\$11,230	\$0	\$0.00	
10	UNIV HEALTH SYSTEM	0.276235	\$11,230	\$0	\$0.00	
11	BEXAR COUNTY	0.296187	\$11,230	\$0	\$0.00	

59	SOUTHSIDE ISD	1.368900	\$11,230	\$0	\$0.00
75	BEXAR CO EMERG DIST #6	0.100000	\$11,230	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$11,230	\$0	\$0.00
	Total Tax Rate:	2.230994			
			Taxes w/Curr	rent Exemptions:	\$0.00
			Taxes w/o Ex	remptions:	\$250.54

Improvement / Building

No improvements exist for this property.

Land

#	Туре	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	BSE	Base Rate Lot	0.7580	33018.48	0.00	0.00	\$11,230	\$0

Roll Value History

Year	Improvements	Land	d Market	Ag Valuation	App	oraised	HS Cap	Assessed
2012		\$0	\$11,230)	0	11,230	\$0	\$11,230
2011		\$0	\$11,230)	0	11,230	\$0	\$11,230
2010		\$0	\$11,230)	0	11,230	\$0	\$11,230
2009		\$0	\$11,230)	0	11,230	\$0	\$11,230
2008		\$0	\$11,230)	0	11,230	\$0	\$11,230
2007		\$0	\$11,230)	0	11,230	\$0	\$11,230

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/1/2012 12:00:00 AM	Deed	Deed	BEXAR METROPOI	CITY OF SAN ANTO	15414	1147	20120055877
2		Deed	Deed		BEXAR METRO WA	3232	0023	0

2012 data current as of Jul 17 2012 1:34AM.

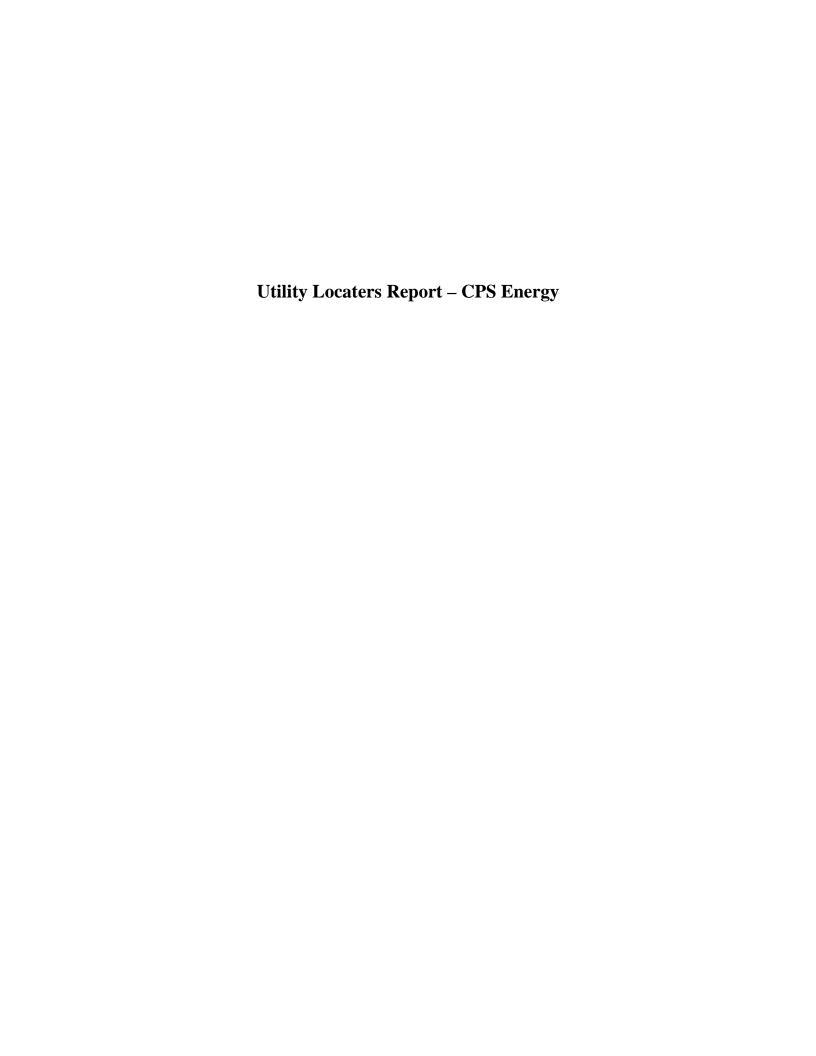
2011 and prior year data current as of Jul 15 2012 8:21AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Website version: 1.2.2.2

Database last updated on: 7/17/2012 1:34

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From: Cazier, Joanna R. [jrcazier@CPSEnergy.com]

Sent: Friday, January 11, 2013 10:46 AM

To: Sunny Burlew Cc: Cazier, Joanna R.

Subject: TESS Request Number 1351102534 has been cleared by CPS Energy

ELECTRIC IS OVERHEAD AND NO CPS GAS IN THE AREA.

CPS Energy Utility Locating

Phone: (210)353-3575

Attention: SUNNY BURLEW

Company: SAWS

Address: 1314 BIG OAK DR

Email: SUNNY.BURLEW@SAWS.ORG

Fax : NOTPROVIDED Phone : 2102332954

Alt Phone: 2102332954

A representative of CPS Energy Utility Locators has cleared DigTess request number 1351102534 as of 20130111 at 1045

Area Located is:

Tech ID is: 43612