

SOLICITATION NO: R-13-007-RA

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

163 Babcock

Sealed Bid Due On: April 18, 2013 @ 2:00 PM (CT)

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
163 Babcock
R-13-007-RA**

Sealed bids for the purchase of LAND (“SAWS LAND”) described below will be received by SAWS Contract Administration, 2800 U.S. Hwy 281 North, Customer Service Building, Suite 171, San Antonio, Texas 78212, until **2:00 PM, (CT) April 18, 2013** (the “bid deadline”).

For questions regarding this solicitation or additional property information, please contact Patricia Gutierrez, Corporate Real Estate, in writing via email to: Patricia.Gutierrez@saws.org or by fax to (210) 233-4538 until **4:00 PM (CT) on April 12, 2013**. Answers to the questions will be posted to the web site by **5:00 PM (CT) each Friday until bid opening on April 18, 2013**, as part of supplemental information.

DESCRIPTION:

A triangular-shaped parcel in southwest corner of Lot 18, New City Block 8403, Lot SW TRI 21 ft of 18 AND the SE IRR 54.7 ft of Lot 19, New City Block 8403, San Antonio, Bexar County, Texas, being more particularly described in Exhibit “A” attached hereto.

LOCATION:

The property is located at 163 Babcock, San Antonio, Bexar County, Texas. Located on MAPSCO, Page 581 Grid F6.

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 **Contract Solicitation from the drop-down box**. **Select to download the documents without registering. For difficulties downloading bid package, or viewing answers to questions, contact Rosalee Arcos at 210-233-3894, 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.**

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

Being the property described in (i) the Deed dated October 16, 1946 and filed for record October 22, 1946 in Volume 2307, Page 354 of the Deed Records of Bexar County, Texas and (ii) the Deed dated April 1, 1948 and filed for record April 8, 1948 in Volume 2523, Page 465 of the Deed Records of Bexar County, Texas, such property being more particularly described below:

✓ A portion of Lot 19, in New City Block 8403, in San Antonio, Bexar County, Texas, according to plat recorded in Vol. 2222, page 74, of the Plat Records of said County; Beginning at the southeast corner of Lot 19, said point being also the southwest corner of Lot 18; Thence West along the north line of Babcock road a distance of 54.70 feet to a point in the South line of Lot 19; Thence North $49^{\circ} 0' 30''$ East 137.23 feet to an iron pin set for corner of the property herein described; Thence South $40^{\circ} 59' 30''$ East a distance of 40 feet to a point set in the southeasterly line of Lot 19; Thence South $49^{\circ} 0' 30''$ West along the southeasterly line of Lot 19 a distance of 100 feet to the place of beginning.

AND

A triangular shaped parcel of land in the southwest corner of Lot 18, in New City Block 8403, in the City of San Antonio, in Bexar County, Texas, according to plat recorded in Volume 2222, page 74, of the Plat Records of said County, the said parcel of land herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south boundary line of New City Block 8403, the southwest corner of Lot 18, said point being 68.38 feet southeasterly from the southwest corner of said New City Block, as measured along the said south boundary line of New City Block 8403;

THENCE, continuing southeasterly along said south boundary line, at a bearing of south $84^{\circ} 00'$ east a distance of 21 feet;

THENCE north $6^{\circ} 00'$ east a distance of 22.51 feet to a point in the westerly boundary line of said Lot 18;

THENCE southwesterly along the westerly boundary line of said Lot 18, the same bearing south $49^{\circ} 00' 30''$ west a distance of 30.79 feet to the point of beginning.

The parcel of land hereinabove described and herein conveyed contains 236 square feet, more or less.

163 BABCOCK
BIDDER'S CHECKLIST

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

- Deliver to SAWS in the bid package:

- 1) The complete Purchase Agreement and Bidding Instructions with page 9 of the Agreement signed before a Notary Public. Also complete the information required in Section 23 of the Agreement.
- 2) Make sure to sign Exhibit B.
- 3) Bid Deposit in the form of a Cashier’s Check made payable to San Antonio Water System.
- 4) The bid package will consist of items 1, 2, and 3 listed above, which should be enclosed in a sealed envelope, labeled “Bid for Purchase of SAWS Land – 163 Babcock”.
- 5) Deliver the bid package to the SAWS address set forth in Section 3 of the Agreement on or before the Bid Deadline (2:00 p.m. on **Thursday, April 18, 2013**) as set forth in Section 5 of the Agreement.

If you have any questions or concerns, contact Rosalee Arcos in the SAWS Contracting Department at 210-233-3894.

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
163 Babcock Road
SAWS BID SOLICITATION NO. R-13-007-RA

1. Sale of SAWS Land. The City of San Antonio, Texas, a home-rule municipality of the State of Texas, acting by and through the San Antonio Water System Board of Trustees ("SAWS"), desires to sell and is soliciting offers to purchase certain SAWS-owned land ("SAWS Land")

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

A triangular-shaped parcel in southwest corner of Lot 18, New City Block 8403, Lot SW TRI 21 ft of 18 AND the SE IRR 54.7 ft of Lot 19, New City Block 8403, San Antonio, Bexar County, Texas, being more particularly described in Exhibit "A" attached hereto.

3. Bid Information. This Purchase Agreement and Bidding Instructions document is the official bid form that must be completed and returned by interested bidders in accordance with the instructions herein. Interested bidders must:
 - a. furnish the information requested in Section 23 below;
 - b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
 - c. provide the Bid Deposit, as described in Section 8 below; and
 - d. place the Purchase Agreement and the Bid Deposit in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS Land (SAWS BID SOLICITATION NO. R-13-007-RA) AT 163 BABCOCK ROAD" addressed and delivered to:

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

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

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

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

5. Bid Due Date. Sealed bids will be received until **2:00 P.M. (CT)** San Antonio, Texas time on **April 18, 2013** (the "Bid Deadline") at the address shown in paragraph 3. above.

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

7. Title Exceptions. The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, (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, which obligations shall survive Closing (hereinafter defined).

8. Bid Deposit. All bids must be accompanied by an earnest money bid deposit ("Bid Deposit") in the form of a cashier's check made out to San Antonio Water System in the amount of 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. As Is Condition. **THE SAWS LAND WILL BE CONVEYED IN ITS PRESENT "AS IS" CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS LAND IN ITS PRESENT CONDITION. SUCCESSFUL**

BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS LAND MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE SAWS LAND. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. SUCCESSFUL BIDDER TAKES THE SAWS LAND UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). SUCCESSFUL BIDDER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. SUCCESSFUL BIDDER HAS AGREED TO DISCLAIM RELIANCE ON SAWS AND TO ACCEPT THE SAWS LAND “AS-IS” WITH FULL AWARENESS THAT THE SAWS LAND’S PRIOR USES OR OTHER MATTER COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND SUCCESSFUL BIDDER CONFIRMS THAT SUCCESSFUL BIDDER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. SUCCESSFUL BIDDER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY SUCCESSFUL BIDDER OTHERWISE MIGHT HAVE. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.

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

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

12. Closing Documents from SAWS. SAWS will convey the SAWS Land to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as Exhibit "C". The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. The Deed contains 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. Closing. Subject to Section 13a below, 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.

- a. This Purchase Agreement may be subject to the approval of the Board of Trustees of the San Antonio Water System. In the event that this Purchase Agreement is subject to approval by the Board of Trustees of the San Antonio Water System, SAWS shall notify Successful Bidder of same along with the Notice of Acceptance, and the Closing date shall automatically be extended to the first business day occurring ninety (90) days after the expiration of the Inspection Period, provided, however, Closing may occur earlier if approval of the Board of Trustee is obtained and if SAWS and Successful Bidder shall mutually agree on such earlier date. If this Purchase Agreement is subject to approval by the Board of Trustees of the San Antonio Water System and such approval is not obtained on or before Closing (as extended herein), notwithstanding any provision herein to the contrary, this Purchase Agreement shall automatically terminate and the bid Deposit, if any, shall be returned

to Successful Bidder, and neither party shall have any further rights or duties hereunder, except those that expressly survive termination.

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

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

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

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

18. Intentionally Deleted

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

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

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

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

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

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

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

b. Bidder As set out in Section 23 below.

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

23. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. R-13-007-RA
163 Babcock Road, San Antonio, Bexar County, Texas

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

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

24. Disclaimers.

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

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

c. **Annexation Disclosures.** If the SAWS Land that is the subject of this Contract is located outside the limits of a municipality, the SAWS Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the SAWS Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the SAWS Land for further information.

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

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

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

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

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

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

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the party submitting this bid has caused this Purchase Agreement for 163 Babcock Road to be duly executed and delivered (in the case of a party that is an entity, by their proper and duly authorized officer) as of the day and year written below, and each undersigned represents and warrants to SAWS that such person has the authority to execute and deliver this Purchase Agreement on behalf of the person or entity for which he/she is signing.

Executed by bidder this _____ day of _____, 2013.

BIDDER*: _____
Name: _____
Title: _____

BIDDER*: _____
Name: _____
Title: _____

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

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known by me to be the person whose name is subscribed to the foregoing instrument and that such person has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

[Seal]

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known by me to be the person whose name is subscribed to the foregoing instrument and that such person has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 2013.

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: _____
Title: _____

Exhibits:

- Exhibit "A", Description of SAWS Land
- Exhibit "B" - Release and Indemnity Agreement
- Exhibit "C" - Form of Deed Without Warranty
- Exhibit "D" - List of Property Information Documents

RECEIPT OF PURCHASE AGREEMENT AND INSTRUCTIONS

Receipt of the foregoing Purchase Agreement and Instructions is hereby acknowledged on this _____ day of _____, 2013.

Alamo Title Company

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

Being the property described in (i) the Deed dated October 16, 1946 and filed for record October 22, 1946 in Volume 2307, Page 354 of the Deed Records of Bexar County, Texas and (ii) the Deed dated April 1, 1948 and filed for record April 8, 1948 in Volume 2523, Page 465 of the Deed Records of Bexar County, Texas, such property being more particularly described below:

✓ A portion of Lot 19, in New City Block 8403, in San Antonio, Bexar County, Texas, according to plat recorded in Vol. 2222, page 74, of the Plat Records of said County; Beginning at the southeast corner of Lot 19, said point being also the southwest corner of Lot 18; Thence West along the north line of Babcock road a distance of 54.70 feet to a point in the South line of Lot 19; Thence North 49° 0' 30" East 137.23 feet to an iron pin set for corner of the property herein described; Thence South 40° 59' 30" East a distance of 40 feet to a point set in the southeasterly line of Lot 19; Thence South 49° 0' 30" West along the southeasterly line of Lot 19 a distance of 100 feet to the place of beginning.

AND

A triangular shaped parcel of land in the southwest corner of Lot 18, in New City Block 8403, in the City of San Antonio, in Bexar County, Texas, according to plat recorded in Volume 2222, page 74, of the Plat Records of said County, the said parcel of land herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south boundary line of New City Block 8403, the southwest corner of Lot 18, said point being 68.38 feet southeasterly from the southwest corner of said New City Block, as measured along the said south boundary line of New City Block 8403;

THENCE, continuing southeasterly along said south boundary line, at a bearing of south 84° 00' east a distance of 21 feet;

THENCE north 6° 00' east a distance of 22.51 feet to a point in the westerly boundary line of said Lot 18;

THENCE southwesterly along the westerly boundary line of said Lot 18, the same bearing south 49° 00' 30" west a distance of 30.79 feet to the point of beginning.

The parcel of land hereinabove described and herein conveyed contains 236 square feet, more or less.

EXHIBIT "B"

RELEASE AND INDEMNITY AGREEMENT

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

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

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

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

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

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

DATED _____.

RELEASOR:

By: _____

Name: _____

Title: _____

Attachments

Exhibits "A" and "A-1" – Description of SAWS land

EXHIBIT A
TO RELEASE AND INDEMNITY AGREEMENT
Property Description

Being the property described in (i) the Deed dated October 16, 1946 and filed for record October 22, 1946 in Volume 2307, Page 354 of the Deed Records of Bexar County, Texas and (ii) the Deed dated April 1, 1948 and filed for record April 8, 1948 in Volume 2523, Page 465 of the Deed Records of Bexar County, Texas, such property being more particularly described below:

✓ A portion of Lot 19, in New City Block 8403, in San Antonio, Bexar County, Texas, according to plat recorded in Vol. 2222, page 74, of the Plat Records of said County; Beginning at the southeast corner of Lot 19, said point being also the southwest corner of Lot 18; Thence West along the north line of Babcock road a distance of 54.70 feet to a point in the South line of Lot 19; Thence North 49° 0' 30" East 137.23 feet to an iron pin set for corner of the property herein described; Thence South 40° 59' 30" East a distance of 40 feet to a point set in the southeasterly line of Lot 19; Thence South 49° 0' 30" West along the southeasterly line of Lot 19 a distance of 100 feet to the place of beginning.

AND

A triangular shaped parcel of land in the southwest corner of Lot 18, in New City Block 8403, in the City of San Antonio, in Bexar County, Texas, according to plat recorded in Volume 2222, page 74, of the Plat Records of said County, the said parcel of land herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south boundary line of New City Block 8403, the southwest corner of Lot 18, said point being 68.38 feet southeasterly from the southwest corner of said New City Block, as measured along the said south boundary line of New City Block 8403;

THENCE, continuing southeasterly along said south boundary line, at a bearing of south 84° 00' east a distance of 21 feet;

THENCE north 6° 00' east a distance of 22.51 feet to a point in the westerly boundary line of said Lot 18;

THENCE southwesterly along the westerly boundary line of said Lot 18, the same bearing south 49° 00' 30" west a distance of 30.79 feet to the point of beginning.

The parcel of land hereinabove described and herein conveyed contains 236 square feet, more or less.

EXHIBIT "C"

FORM OF DEED WITHOUT WARRANTY

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

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Effective Date: _____

Grantor: City of San Antonio, acting by and through its San Antonio Water System

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

Grantee:

Grantee's Mailing Address:

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

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

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

Reservations from Conveyance: Grantor reserves from this conveyance:

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

(ii) Notwithstanding the foregoing, no water rights are being transferred or conveyed with the PROPERTY. More specifically, Grantor expressly reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System and its successors and assigns, all groundwater and groundwater estate, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in, under, or that may be produced from the Property. Without limiting the foregoing, Grantor also further reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System, its successors and assigns, the following personal property rights and incorporeal hereditaments associated with the Property and such groundwater reservation:

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

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

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

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

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

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

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

GRANTOR:

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

By: _____
 Printed Name: _____
 Title: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

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

[Seal]

 Notary Public, State of Texas

ACCEPTED BY GRANTEE:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

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

[Seal]

Notary Public, State of Texas

After recording, return to:

EXHIBIT A
TO FORM OF DEED WITHOUT WARRANTY
Property Description

Being the property described in (i) the Deed dated October 16, 1946 and filed for record October 22, 1946 in Volume 2307, Page 354 of the Deed Records of Bexar County, Texas and (ii) the Deed dated April 1, 1948 and filed for record April 8, 1948 in Volume 2523, Page 465 of the Deed Records of Bexar County, Texas, such property being more particularly described below:

✓ A portion of Lot 19, in New City Block 8403, in San Antonio, Bexar County, Texas, according to plat recorded in Vol. 2222, page 74, of the Plat Records of said County; Beginning at the southeast corner of Lot 19, said point being also the southwest corner of Lot 18; Thence West along the north line of Babcock road a distance of 54.70 feet to a point in the South line of Lot 19; Thence North 49° 0' 30" East 137.23 feet to an iron pin set for corner of the property herein described; Thence South 40° 59' 30" East a distance of 40 feet to a point set in the southeasterly line of Lot 19; Thence South 49° 0' 30" West along the southeasterly line of Lot 19 a distance of 100 feet to the place of beginning.

AND

A triangular shaped parcel of land in the southwest corner of Lot 18, in New City Block 8403, in the City of San Antonio, in Bexar County, Texas, according to plat recorded in Volume 2222, page 74, of the Plat Records of said County, the said parcel of land herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south boundary line of New City Block 8403, the southwest corner of Lot 18, said point being 68.38 feet southeasterly from the southwest corner of said New City Block, as measured along the said south boundary line of New City Block 8403;

THENCE, continuing southeasterly along said south boundary line, at a bearing of south 84° 00' east a distance of 21 feet;

THENCE north 6° 00' east a distance of 22.51 feet to a point in the westerly boundary line of said Lot 18;

THENCE southwesterly along the westerly boundary line of said Lot 18, the same bearing south 49° 00' 30" west a distance of 30.79 feet to the point of beginning.

The parcel of land hereinabove described and herein conveyed contains 236 square feet, more or less.

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

Deed - Mary F. Healy to Water Works Board of Trustees of the City of San Antonio, Texas, recorded in Volume 2523, Pages 465-466, Deed Records of Bexar County, Texas,

Deed – Joe Civileto, Sr. to Water Works Board of Trustees of the City of San Antonio, Texas, recorded in Volume 2307, Pages 354-355, Deed Records of Bexar County, Texas,

Aerial Photo of property

Photo of Property

Well Plugging Report, 2008

BCAD image

Deed
(from Mary F. Healy to Water Works Board of Trustees)
recorded in Volume 2523, Pages 465-466
of the Deed Records,
Bexar County, Texas

THE STATE OF TEXAS,
COUNTY OF BEXAR.

VOL 2523 PAGE 465

BEFORE ME, the undersigned, a Notary Public of Bexar County, Texas, on this day personally appeared ALFRED CALLAGHAN, Mayor of the City of San Antonio, Texas, 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 City of San Antonio, Texas, a municipal corporation, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 1st day of April, A.D. 1948.

Gertrude Walter

Notary Public, Bexar County, Texas.

GERTRUDE WALTER
Notary Public, Bexar County, Texas

Filed for record April 8, 1948, at 4:40 o'clock P.M.

Recorded April 10, 1948, at 11:00 o'clock A.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas

By James Mezzetti Deputy

542285

STATE OF TEXAS, }
COUNTY OF BEXAR. }

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARY F. HEALY, a widow, of Bexar County, Texas, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations to me cash in hand paid by the WATER WORKS BOARD OF TRUSTEES OF THE CITY OF SAN ANTONIO, TEXAS, and derived by said Board from the operation of the system of water works of said City, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY unto the said CITY OF SAN ANTONIO, a municipal corporation, of Bexar County, Texas, subject to the use and control of said WATER WORKS BOARD OF TRUSTEES, as such, and their successors in office, appointed under the deed of trust executed by the said City of San Antonio, the said Water Works Board of Trustees, and the St. Louis Union Trust Company, dated May 1, 1925, and recorded in Volume 826, pages 594-613, of the Deed of Trust Records of said Bexar County, Texas, and subject to the terms and provisions of said deed of trust, the following described property:

A triangular shaped parcel of land in the southwest corner of Lot 18, in New City Block 8403, in the City of San Antonio, in Bexar County, Texas, according to plat recorded in Volume 2222, page 74, of the Plat Records of said County, the said parcel of land herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south boundary line of New City Block 8403, the southwest corner of Lot 18, said point being 68.38 feet southeasterly from the southwest corner of said New City Block, as measured along the said south boundary line of New City Block 8403;

VOL 2523 PAGE 466

THENCE, continuing southeasterly along said south boundary line, at a bearing of south 84° 00' east a distance of 21 feet;

THENCE north 6° 00' east a distance of 22.51 feet to a point in the westerly boundary line of said Lot 18;

THENCE southwesterly along the westerly boundary line of said Lot 18, the same bearing south 49° 00' 30" west a distance of 30.79 feet to the point of beginning.

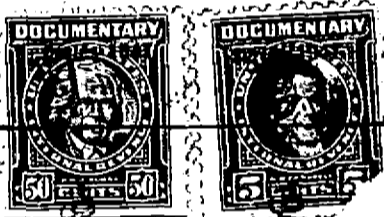
The parcel of land hereinabove described and herein conveyed contains 236 square feet, more or less.

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 CITY OF SAN ANTONIO, its successors and assigns, forever. And I do hereby bind myself, my heirs, executors, and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the CITY OF SAN ANTONIO, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED on this the 1st day of April, 1948.

Mary F. Healy
Mary F. Healy

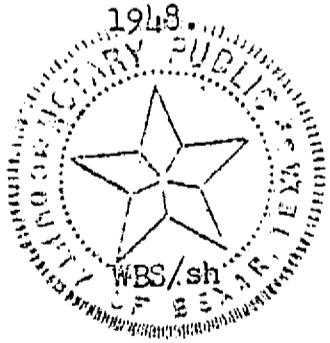
JSE P.S.



STATE OF TEXAS, §
 §
COUNTY OF BEXAR. §

BEFORE ME, the undersigned authority, on this day personally appeared MARY F. HEALY, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, on this the 5th day of April



Ethel Waller
Notary Public in and for Bexar County, Texas.
ETHEL WALLER

Filed for record April 8, 1948, at 4:40 o'clock P.M.

Recorded April 10, 1948, at 11:02 o'clock A.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas

By James Metzger Deputy

Deed
(from Civiletto to Water Works Board of Trustees)
recorded in Volume 2307, Page 354
of the Deed Records,
Bexar County, Texas

Filed for record October 22 1946, at 4:30 o'clock P.M.

Recorded January 13 1947, at 7:16 o'clock P.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas

By James P. Lane Deputy

VOL 2307 PAGE 354

463776 *cut*

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

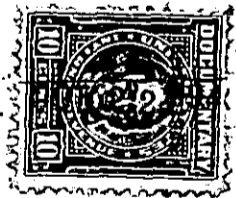
THAT I, JOE CIVILETTO, SR., of the County of Bexar, State of Texas, for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) cash, to me paid by the WATER WORKS BOARD OF TRUSTEES, of the City of San Antonio, and derived by said Board from the operation of the system of water works of said City, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED and, by these presents, do GRANT, SELL AND CONVEY unto the said CITY OF SAN ANTONIO, subject to the use and control of said BOARD OF TRUSTEES, as such, and their successors in office, appointed under the deed of trust executed by the said City of San Antonio, the said Water Works Board of Trustees and the St. Louis Union Trust Company, dated May 1, 1925, and recorded in Vol. 826, pages 594-613, of the Deed of Trust Records of said Bexar County, Texas and subject to the terms and provisions of said deed of trust, of the County of Bexar and the State of Texas, the following described property to-wit:

A portion of Lot 19, in New City Block 8403, in San Antonio, Bexar County, Texas, according to plat recorded in Vol. 2222, page 74, of the Plat Records of said County; Beginning at the southeast corner of Lot 19, said point being also the southwest corner of Lot 18; Thence West along the north line of Babcock road a distance of 54.70 feet to a point in the South line of Lot 19; Thence North 49° 0' 30" East 137.23 feet to an iron pin set for corner of the property herein described; Thence South 40° 59' 30" East a distance of 40 feet to a point set in the southeasterly line of Lot 19; Thence South 49° 0' 30" West along the southeasterly line of Lot 19 a distance of 100 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of San Antonio, its successors or assigns, forever. And grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the CITY OF SAN ANTONIO, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED on this 16 day of October, A. D. 1946.

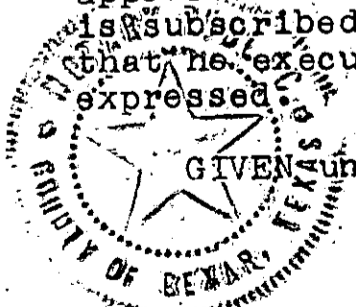


Joe Civiletto, Sr.
Joe Civiletto, Sr.

STATE OF TEXAS,

COUNTY OF BEXAR.

BEFORE ME, the undersigned authority, on this day personally appeared JOE CIVILETTO, SR. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office, this 16 day of October,

HAROLD T. MILLER

Harold T. Miller
Notary Public in and for Bexar County, Texas.

Filed for record October 22 1946, at 4:31 o'clock P.M.
Recorded January 13 1947, at 7:18 o'clock P.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas
By James P. [Signature] Deputy

463777

(Warranty Deed—Corporation Form)

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

VOL. 2307 PAGE 355

That MOUNTAIN TOWNSITE COMPANY, a corporation, of Bexar County, Texas, acting herein by and through Park Street, its duly authorized Vice-President, for and in consideration of Ten Dollars and other valuable considerations, to it cash in hand paid by DAISY M. CRAIG, a widow, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said DAISY M. CRAIG, a widow, of Bexar County, Texas, all that certain tract or parcel of land more particularly described as follows, to-wit:—

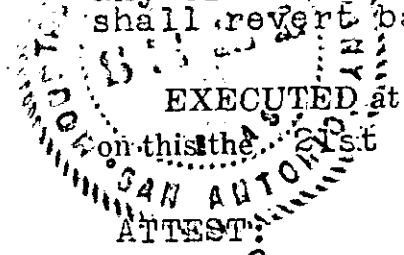


Lots Six (6) and Seven (7), Block Six (6), New City Block Seventy-six Hundred Eight (7608), Crestholme Addition, in the City of San Antonio, Bexar County, Texas, according to Plat recorded in Vol. 105, page 163, Plat Records of said County.



TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said DAISY M. CRAIG, her heirs and assigns, forever. And grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said property unto the said grantee herein, her heirs and assigns against the claim or claims of every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This conveyance is made subject to the following restrictions:
That the property shall be used for residence purposes only, and no residence costing less than \$3000.00 shall be erected or placed on the property, nor placed within less than 25 feet of the front property line; that intoxicating liquors shall not be sold on said premises and said property shall never be conveyed to a person of African descent.
In the event the grantee herein, her heirs and assigns, shall violate any of the above restrictions, the title to the above described property shall revert back to the grantor, its successors and assigns.



EXECUTED at San Antonio, Texas, on this 21st day of September, A. D., 19 46.

ATTEST:
[Signature]
Secretary.

MOUNTAIN TOWNSITE COMPANY
By Tall [Signature]
Vice President

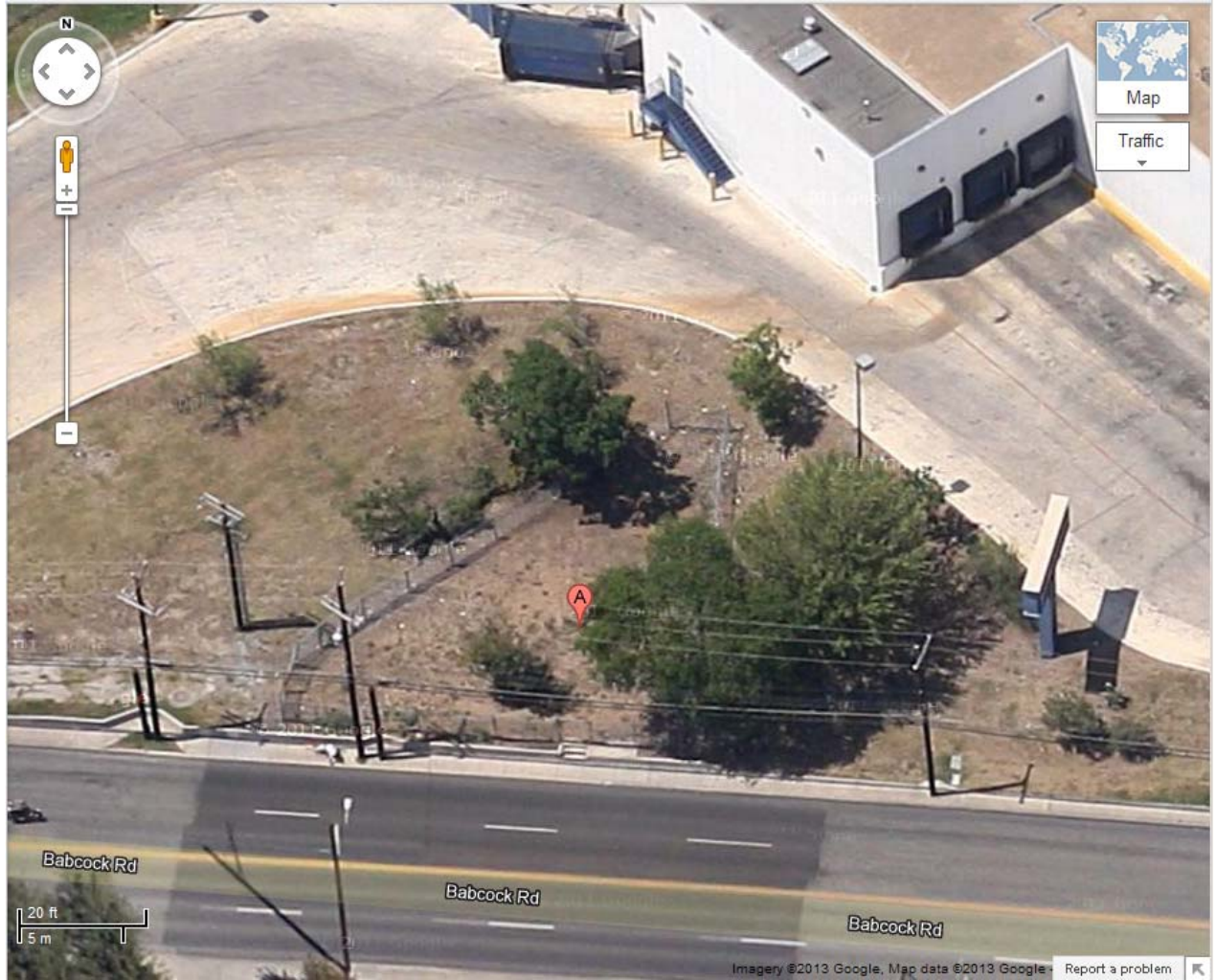
STATE OF TEXAS, #110
County of Bexar.

BEFORE ME, the undersigned authority, on this day personally appeared PARK STREET, Vice President of Mountain Townsite Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

Given under my hand and seal of office, this 21st day of September, A. D. 1946.

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

Aerial Photo of Property



AERIAL PHOTO - 163 BABCOCK

Photo of Property



163 Babcock

**Well Plugging Report
2008**

**Babcock Well Station
163 Babcock**

STATE OF TEXAS PLUGGING REPORT for Tracking #47366

Owner: San Antonio Water System	Owner Well #: Babcock # 1
Address: 2800 Hwy. 281 North San Antonio, TX 78212	Grid #: 68-36-3
Well Location: 1613 Babcock Rd. San Antonio, TX 78201	Latitude: 29° 28' 20" N
Well County: Bexar	Longitude: 098° 32' 10" W
	GPS Brand Used: Garmin 72

Well Type: **Water**

HISTORICAL DATA ON WELL TO BE PLUGGED

Original Well Driller: **J.R. Johnson Drilling & Supply**

Driller's License Number of Original Well Driller: **Unknown**

Date Well Drilled: **12/15/1946**

Well Report Tracking Number: **N/A**

Diameter of Well: **16"x14"x10 inches**

Total Depth of Well: **716 ft. feet**

Date Well Plugged: **4/24/2008**

Person Actually Performing Plugging Operation: **Raymundo V. Garcia**

License Number of Plugging Operator: **4365**

Plugging Method: **Tremmie pipe cement from bottom to top.**

Plugging Variance #: **N/A**

Casing Left Data: **1st Interval: 16 inches diameter, From - 6 ft to 411 ft
2nd Interval: 14 inches diameter, From 411 ft to 590 ft
3rd Interval: No Data**

Cement/Bentonite Plugs Placed in Well: **1st Interval: From 506 ft to 695 ft; Sack(s)/type of cement used: 224 Sks Class H
2nd Interval: From - 6 ft to 506 ft; Sack(s)/type of cement used: 335 Sks Class H
3rd Interval: No Data
4th Interval: No Data
5th Interval: No Data**

Certification Data: **The plug installer certified that the plug installer plugged this well (or the well was plugged under the plug installer's direct supervision) and that each and all of the statements herein are true and correct. The plug installer understood that failure to complete the required items will result in the log(s) being returned for completion and resubmittal.**

Company Information: **Peerless Equipment Ltd.
5400 Hwy 90 West
San Antonio, TX 78227**

Plug Installer License
Number: **4365**

Licensed Plug Installer
Signature: **Robert D. Black**

Registered Plug Installer
Apprentice Signature: **No Data**

Apprentice Registration
Number: **No Data**

Plugging Method
Comments: **Graveled up open hole with 5 yrds. 1-1/4" washed gravel from 594' to 602'. Pressure
cemented by Schlumberger from 602' to 506' with 224 sks Class H+8% D-20+ 1% S-1.
Used 335 sks to finish plugging well from 506' to - 6'**

Please include the plugging report's tracking number (Tracking #47366) on your written request.

**Texas Department of Licensing & Regulation
P.O. Box 12157
Austin, TX 78711
(512) 463-7880**

WELL DATA AND RECORD SHEET

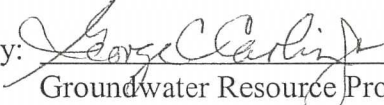
San Antonio Water System

San Antonio, Texas

1. Owner San Antonio Water System – Kirk Nixon Address PO Box 2449
San Antonio, TX 78298-2449
2. Location of Well 163 Babcock Road, San Antonio, TX 78201 (Babcock Station)
3. Geological Formation: Edwards
4. Permit taken to: Drill _____ Repair _____ Abandon and Plug X
5. Sewage Disposal: Sanitary Sewer _____ Pit Toilet _____ Septic Tank _____
Located _____ feet from well site.
6. Depth of Well:
 - a. If new, proposed depth _____ Final depth _____ (Drilling)
 - b. If existing, present depth _____ to deepen to _____ (Repair)
 - c. If existing, original depth 694' present depth 0' (Plugging)
7. Estimated water use _____ G.P. Minute _____ for _____
8. Drilled by _____ Address _____
9. Plugged by Peerless Equipment, Inc. Frank Morgan Address PO Box 27337
San Antonio, TX 78227-0337
10. Rig: Rotary _____ Cable Tool _____ Other _____
11. Casing 15.3/4" – 13 3/4" – 10." Steel 11. Method of Cementing Positive displacement
Interior Method
12. Pump Data: N/A
 - a. Type _____ c. H.P. _____
 - b. Make _____ d. Rating in G.P.M. _____
 Permit Fee of \$ waived Based on _____
13. GPS Latitude: N29° 28' 20.8" Longitude: W098° 32' 11.9"
14. SAWS Permit # 3567 Date Issued 4/23/08
15. TGRCD Permit # N/A Date Issued _____

Applicant agrees to comply with the requirements of the City of San Antonio Code regulating water wells and to deliver to the San Antonio Water System an accurate log of the well, where applicable, on its completion.

INSPECTED AND ACCEPTED

By: 
Groundwater Resource Protection

Date: 5/15/08

cc: File, Owner/Applicable

EDWARDS AQUIFER AUTHORITY

Counties of
Atascosa, Bexar, Caldwell, Comal, Hays,
Guadalupe, Medina, and Uvalde

STATE OF TEXAS

WELL PLUGGING PERMIT

Permit No. C102-842

**(Babcock Well Station Well, State Well No. AY6836302, 163 Babcock, Edwards Aquifer
Authority Well No. W100-541)**

THIS CERTIFIES THAT: PERMITTEE: San Antonio Water System
Kirk Nixon and Phil Cook
P.O. Box 2449
San Antonio, TX 78212-3106
(210) 704-7381

CONTRACTOR: Peerless Equipment, Inc.
Frank Morgan or Ray Garcia
P.O. Box 27337
San Antonio, TX 78227-0337
(210) 434-7867

The Permittee has applied for a permit to plug a well designed for the withdrawal of groundwater from the Edwards Aquifer or designed for withdrawal of groundwater from another aquifer that transects the Edwards Aquifer. The Edwards Aquifer Authority (the Authority) has APPROVED the application as follows:

- 1.0 **Type of Permit:** Well plugging
- 2.0 **Permit Term:** This Permit expires on May 22, 2008.
 - 2.1 A well plugged pursuant to a well plugging permit must be completed within 90 days of the issuance of the permit.
- 3.0 **Purpose of Use:** The well will be plugged.
- 4.0 **Exempt Well Status:** None
- 5.0 **Well Plugging Authorization:** The Permittee commits to plugging the well pursuant to the terms and conditions in this Permit. **However, this permit does not exempt the Permittee from having to meet standards and requirements from other groundwater conservation districts or other regulatory agencies.**

6.0 Well Plugging Specifications and Requirements: The Permittee has submitted the following information with the Well Plugging Application Form.

- 6.1 Total Well Depth: 694 feet
- 6.2 Depth of Casing: 689 feet
- 6.3 Type of Casing: Steel (No perforations are required for well plugging)
- 6.4 Inside Diameter of Casing: 15.75 inches (land surface to 411 feet) and 13.75 inches (411 feet to 590 feet) and 10 inches (590 feet to 694 and Slotted from 640 feet to 694 feet)
- 6.5 Type of Grout for Well Plugging: Cement (Gravel from 694 feet to 625 feet and cement from 625 feet to land surface)
- 6.6 Grouting Method: Positive Displacement Interior via a Tremie pipe
- 6.7 Grouting Depth: from 625 feet to the land surface
- 6.8 Well Type: Edwards Aquifer - Artesian
- 6.9 Stone Aggregate or Sand Fill: The Permittee will place sanitized sand or stone aggregate in the open borehole from the bottom of the borehole (approximately 694 feet) to approximately 625 feet below land surface. The Permittee commits to placing a cement plug at the top of the sand or stone aggregate (approximately 625 feet). The Permittee commits to grouting the entire well from the top of the plug (approximately 625 feet) to the land surface.
- 6.10 Geophysical Well Logs (natural gamma and caliper logs) on File: Received on February 19, 2008
- 6.11 Any Other Well Logs: Driller Log, Dated December 16, 1946, Produced by J.R. (Bob) Johnson Drilling & Supply Co.

7.0 Annular Space: The Permittee has provided the following information showing the annular space is properly sealed or has provided the following information on the plugging method for properly sealing the annular space and casing:

- 7.1 The Permittee will remove all removable casing, as practical. The Permittee is required to remove the top 5 feet of the casing at the land surface.
- 7.2 The Permittee will not need to perforate the well casing to seal the annular space because the Driller Log, Dated December 16, 1946, Produced by J.R. (Bob) Johnson Drilling & Supply Co. indicates the annular space was properly sealed from the bottom of the well casing (estimated 637 feet) to land surface.

8.0 Location of the Well: The well plugging permit is only for the location listed below.

8.1 Address and Legal Description: Babcock Well Station Well, AY6836302, 163 Babcock, San Antonio, 78201, Bexar County Appraisal District 2008 Property ID 414927, Geographic ID: 08403-000-0182 , Legal Description: NCB 8403 BLK LOT SW TRI 21 FT OF 18 & SE IRR 54.7 FT OF 19; Bexar Co.

8.2 Latitude and Longitude (in degrees, minutes, seconds using NAD 83 coordinate system): N. 29° 28' 20" and W. 98° 32' 10"

9.0 Variance: None

10.0 Notification: The Authority must be notified two business days (48 hours) prior to the commencement of the well plugging operation.

11.0 Reporting Requirements:

11.1 The applicant will provide copies of the State of Texas Plugging Report within 30 days upon completion of the well plugging operation to the Edwards Aquifer Authority.

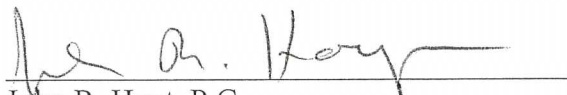
11.2 The applicant will submit geophysical well logs (natural gamma and caliper logs) of the well to the Authority during the application process.

12.0 Terms and Conditions:

The well under this Plugging Permit is subject to the terms and conditions contained in Attachment A (Terms and Conditions for Well Plugging Permits) is attached hereto and incorporated herein as a part of this permit for all purposes. This permit must remain on the drill rig for the duration and completion of the plugging operation.

NOW, THEREFORE, THIS WELL CONSTRUCTION PERMIT IS ISSUED pursuant to §§ 1.08(a), 1.11(b), and 1.15(b), of the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350; as amended, EDWARDS AQUIFER AUTHORITY RULES ("AUTHORITY RULES") Chapter 707 (relating to Procedure Before the Authority), Chapter 711 (relating to Groundwater Withdrawals), Chapter 713 (relating to Water Quality), all other applicable laws, and the Permittee is authorized to plug the well only in accordance with this Permit.

DATED, EXECUTED AND EFFECTIVE THIS 22nd day of February 2008, at San Antonio, Bexar County, Texas by the General Manager of the Edwards Aquifer Authority.



John R. Hoyt, P.G.
Assistant General Manager – Aquifer Management
Edwards Aquifer Authority

BCAD Map Image – Property ID 414927

Bexar CAD

Property Search Results > Property ID 414927 SAN ANTONIO WATER SYSTEM for Year 2013

Property Details	
1: <input type="text" value="Zoom"/>	
Account	
Property ID:	414927
Geo. ID:	08403-000-0182
Type:	Real
Legal Description:	NCB 8403 BLK LOT SW TRI 21 FT OF 18 & SE IRR 54.7 FT OF 19
Location	
Address:	163 BABCOCK RD
Neighborhood:	NBHD code10950
Mapsc0:	581F6
Jurisdictions:	<u>06</u> , <u>08</u> , <u>09</u> , <u>10</u> , <u>11</u> , <u>21</u> , <u>57</u> , CAD
Owner	
Name:	SAN ANTONIO WATER SYSTEM
Address:	PO BOX 2449 SAN ANTONIO, TX 78298- 2449
Property	
Appraised Value:	N/A
Map Layers	
Radius Search	

Website version: 1.2.2.0

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Bexar CAD

Property Search Results > 414927 SAN ANTONIO WATER SYSTEM for Year 2013

Property

Account

Property ID: 414927 Legal Description: NCB 8403 BLK LOT SW TRI 21 FT OF 18 & SE IRR 54.7 FT OF 19
 Geographic ID: 08403-000-0182 Agent Code:
 Type: Real
 Property Use Code: 099
 Property Use Description: VACANT LAND

Location

Address: 163 BABCOCK RD Mapsco: 581F6
 Neighborhood: NBHD code10950 Map ID:
 Neighborhood CD: 10950

Owner

Name: SAN ANTONIO WATER SYSTEM Owner ID: 113362
 Mailing Address: PO BOX 2449 % Ownership: 100.0000000000%
 SAN ANTONIO, TX 78298-2449
 Exemptions: EX

Values

(+) Improvement Homesite Value: + N/A
 (+) Improvement Non-Homesite Value: + N/A
 (+) Land Homesite Value: + N/A
 (+) Land Non-Homesite Value: + N/A Ag / Timber Use Value
 (+) Agricultural Market Valuation: + N/A N/A
 (+) Timber Market Valuation: + N/A N/A

 (=) Market Value: = N/A
 (-) Ag or Timber Use Value Reduction: - N/A

 (=) Appraised Value: = N/A
 (-) HS Cap: - N/A

 (=) Assessed Value: = N/A

Taxing Jurisdiction

Owner: SAN ANTONIO WATER SYSTEM
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

Improvement / Building

Improvement #1:	Commercial	State Code:	F3	Living Area:	sqft	Value:	N/A
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
FEN	Fence	S			268.0		

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.0706	3075.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	N/A	N/A	N/A	N/A	N/A	N/A
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0
2009	\$0	\$0	0	0	\$0	\$0
2008	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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2013 data current as of Feb 25 2013 1:56AM.
2012 and prior year data current as of Feb 16 2013 6:17AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.2

Database last updated on: 2/25/2013 1:56 AM

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