

**SOLICITATION NO: R-13-014-MR**  
**RELEASE DATE: April 09, 2013**

**Surplus Real Estate 922 Vickers Drive**  
**Invitation To Offerers & Checklist**

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**Site Visit: None Scheduled**

**Deadline: May 22, 2013 @ 2:00 PM Central Time**

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**INVITATION TO OFFERERS  
SURPLUS PROPERTY FOR SALE  
922 Vickers Drive  
R-13-014-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, (CT) May 22, 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 May 17, 2013**. Answers to the questions will be posted to the web site by **5:00 PM (CT) each Friday until bid opening on May 22, 2013**, as part of supplemental information.

**DESCRIPTION:**

A parcel of land being Lots One (1) through Six (6), Block Fifty-Two (52), new City Block Eight Thousand Eleven (8011), COLUMBIA HEIGHTS ELMENDORF ADDITION TO SAN ANTONIO, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 105, Page 15 of the Deed and Plat Records of Bexar County.

**LOCATION:**

The property is located in the southwest quadrant of the intersection of Vickers and S. Zarzamora. Located on MAPSCO, page 649 grid F5.

Sealed bids are to be submitted on SAWS’ bid documents. **The bid documents contain the terms and conditions under which the property will be conveyed and prospective bidders should familiarize themselves with these bid documents. Such terms and conditions may include reservations of easement rights and water rights to the property.** Bid documents, property information and forms may be viewed and downloaded from SAWS’ website located at **[WWW.SAWS.ORG/PROPERTY](http://WWW.SAWS.ORG/PROPERTY)**, select this property, then click on the **Purchasing Agreement and Bidding Documents** link in the box on the right-hand side of the page. For difficulties downloading the bid package, or viewing answers to questions, contact 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.**

**922 VICKERS**  
**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 sealed envelope, labeled “Bid for Purchase of SAWS Land – 922 Vickers”.
- 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, May 22, 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**  
**922 Vickers**  
**SAWS BID SOLICITATION NO. R-13-014-MR**

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:

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

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

- a. furnish the information requested in Section 23 below;
- b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
- c. provide the Bid Deposit, as described in Section 8 below; and
- d. place the Purchase Agreement and the Bid Deposit in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS Land (SAWS BID SOLICITATION NO. R-13-014-MR) AT 922 VICKERS" 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 **May 22, 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](http://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-13-014-MR  
922 Vickers, 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 922 Vickers 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**

A parcel of land being Lots One (1) through Six (6), Block Fifty-Two (52), new City Block Eight Thousand Eleven (8011), COLUMBIA HEIGHTS ELMENDORF ADDITION TO SAN ANTONIO, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 105, Page 15 of the Deed and Plat Records of Bexar County.

**EXHIBIT "B"**

**RELEASE AND INDEMNITY AGREEMENT**

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

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

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

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

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

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

DATED \_\_\_\_\_.

**RELEASOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments

Exhibit "A" – Description of SAWS land



**EXHIBIT A**  
**TO RELEASE AND INDEMNITY AGREEMENT**  
Property Description

A parcel of land being Lots One (1) through Six (6), Block Fifty-Two (52), new City Block Eight Thousand Eleven (8011), COLUMBIA HEIGHTS ELMENDORF ADDITION TO SAN ANTONIO, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 105, Page 15 of the Deed and Plat Records of Bexar County.

**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

A parcel of land being Lots One (1) through Six (6), Block Fifty-Two (52), new City Block Eight Thousand Eleven (8011), COLUMBIA HEIGHTS ELMENDORF ADDITION TO SAN ANTONIO, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 105, Page 15 of the Deed and Plat Records of Bexar County.

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 (Camacho to Bexar Metropolitan Water District), recorded in Volume 1157, Pages 428-429, Deed Records of Bexar County, Texas

GeoCortex Map Image – 922 Vickers

BCAD image

**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**



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 49<sup>th</sup> 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.

**E. Miscellaneous:** 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:**

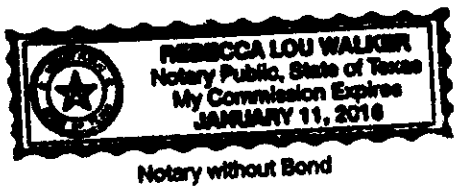
By: [Signature]  
Printed Name: Mark Vickery  
Title: Executive Director

STATE OF TEXAS §  
  §  
COUNTY OF Travis §

This instrument was acknowledged before me on this 23<sup>rd</sup> 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]

[Signature]  
Notary Public, State of Texas



**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 law  
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:

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

**MAR 27 2012**

[Signature]  
COUNTY CLERK BEXAR COUNTY, TEXAS

**Warranty Deed**  
**(from Jesse and Gloria Camacho to**  
**Bexar Metropolitan Water District)**  
**recorded in Volume 1157, Page 428-429**  
**of the Official Public Record of**  
**Real Property of Bexar County, Texas**

ATTACHMENT II

907184

WARRANTY DEED

STATE OF TEXAS }  
COUNTY OF BEXAR }

DEED

100-170 04278 13-- I  
KNOW ALL MEN BY THESE PRESENTS:

That we, JESSE C. CAMACHO and wife, GLORIA G. CAMACHO,  
of Bexar County, Texas, for and in consideration of the sum of TEN AND NO/100  
Dollars and other valuable consideration to Grantors cash in hand paid by the Grantee here-  
inafter named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY  
unto BEXAR METROPOLITAN WATER DISTRICT

of Bexar County, State of Texas  
the following described real estate, together with all improvements thereon, situated in Bexar  
County, Texas, being more particularly described as follows, to-wit:

Lots One (1) through Six (6), Block Fifty-Two (52), New City Block  
Eight Thousand Eleven (8,011), COLUMBIA HEIGHTS ELMENDORF ADDITION  
TO SAN ANTONIO, in the City of San Antonio, Bexar County, Texas,  
according to plat thereof recorded in Volume 105, Page 15, Deed  
and Plat Records of Bexar County, Texas.

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 Grantee, its successors

heirs, or assigns forever. And we do hereby bind ourselves, our heirs,  
executors, administrators, successors, and assigns TO WARRANT AND FOREVER DEFEND all and  
singular the said premises unto the said Grantee herein, its heirs, assigns and successors, against  
every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED at San Antonio, Bexar County, Texas,  
this the 23rd day of May A. D., 19 78

*Jesse C. Camacho*  
JESSE C. CAMACHO  
*Gloria G. Camacho*  
GLORIA G. CAMACHO

100-170 04278 13-- I  
VOL 1157 PAGE 428

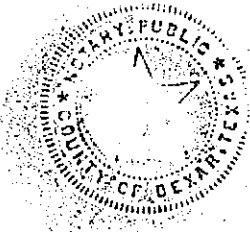
(SINGLE ACKNOWLEDGEMENT)

STATE OF TEXAS,  
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared  
JESSE C. CAMACHO and wife, GLORIA G. CAMACHO

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, on this the 31<sup>st</sup> day of May 19 78.



*Harry J. Utz*  
Notary Public, Bexar County, Texas

HARRY J. UTZ  
Notary Public, Co. 2  
My Commission Expires 8-28-78

(SINGLE ACKNOWLEDGEMENT)

STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

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

Given under my hand and seal of office, on this the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public County, Texas

Return to San Antonio, Texas 78211  
Bexar Metropolitan Water District  
2706 W. Southcross

PREPARED IN THE LAW OFFICES OF  
*West & West*  
200 San Pedro Avenue • San Antonio, Texas 78205  
Suite 101 - San Pedro Building

BEXAR METROPOLITAN WATER DISTRICT

FILED IN MY OFFICE  
ROBERT D. GREGG  
COUNTY CLERK BEXAR  
1978 JUN -1 4 05  
TO

JESSE C. CAMACHO, ET UX

WARRANTY DEED

GF48500 \$5.00

VOL 1157 PAGE 429

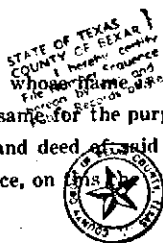
(CORPORATE ACKNOWLEDGEMENT)

STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person and officer whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office, on \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.



\_\_\_\_\_  
Notary Public County, Texas

## **Geocortex Image**

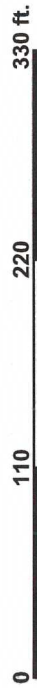
SAWS GIS

# 922 Vickers Ave - GeoCortex Map

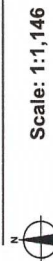


## Legend

- Bexar Roads
- SAWS Parcels
- Edwards Aquifer
- Edwards Aquifer Contributing Zone
- Edwards Aquifer Contributing Zone within the Transition Zone
- Edwards Aquifer Recharge Zone
- Edwards Aquifer Transition Zone
- Lakes
- Bexar NW
- Bexar NE
- Bexar South



Map center: 2116659, 13680987



This utility map is for reference only. The information may not represent what actually has been constructed. SAWS explicitly disclaims any representations of the accuracy of the information on this map. SAWS assumes no liability for any errors, omissions, or inaccuracies in the map regardless of how caused.

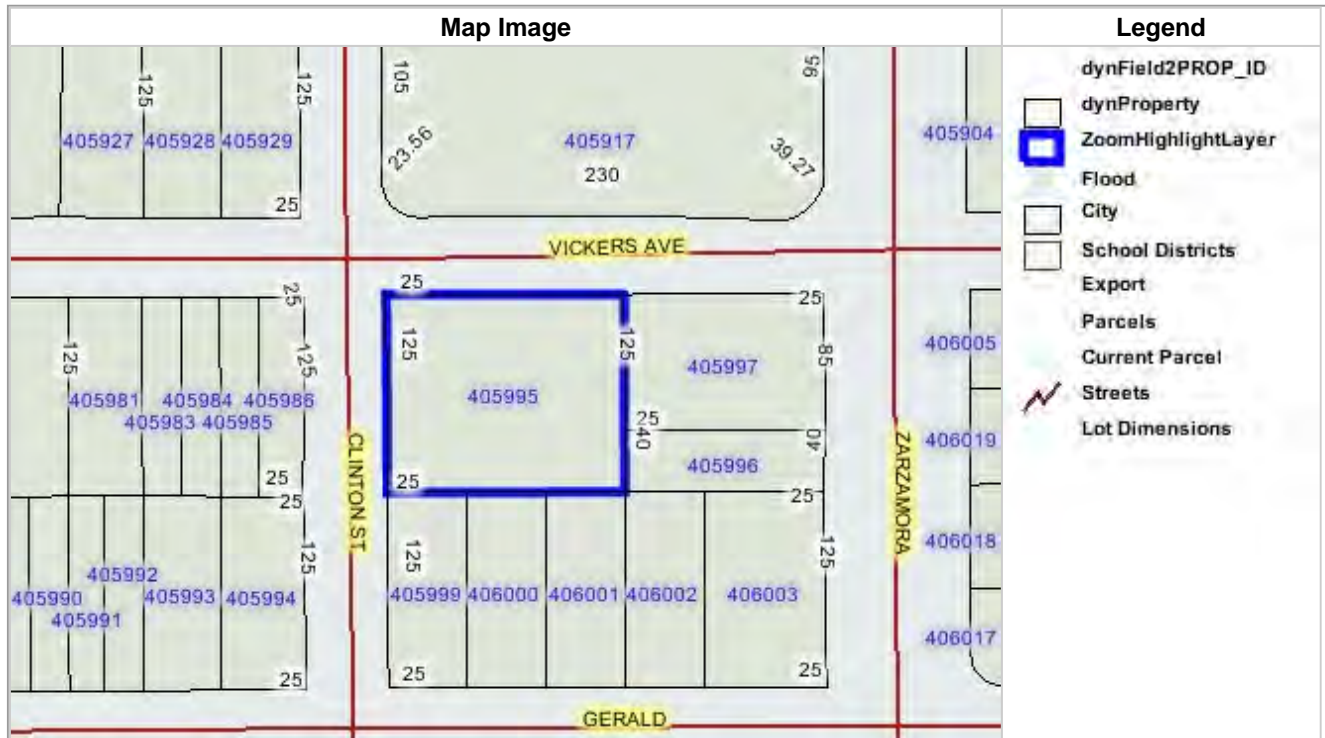
San Antonio Water System • 2800 U.S. Hwy 281 North • P.O. Box 2449 • San Antonio, TX 78298-2449  
210.704.7297



**BCAD Map Image – Property ID 405995**

## Bexar CAD

## Property Search Results &gt; Property ID 405995 BEXAR METROPOLITAN WATER DISTRICT for Year 2012



### Property Details

#### Account

Property ID: 405995  
 Geo. ID: 08011-052-0010  
 Type: Real  
 Legal Description: NCB 8011 BLK 52 LOT 1 TO 6

#### Location

Address: 922 VICKERS AVE  
 Neighborhood: HARLANDALE NW  
 Mapsco: 649F5  
 Jurisdictions: [06](#), [08](#), [09](#), [10](#), [11](#), [21](#), [53](#), [CAD](#)

#### Owner

Name: BEXAR METROPOLITAN WATER DISTRICT  
 Address: 2047 W MALONE AVE  
 SAN ANTONIO, TX 78225-2017

#### Property

Appraised Value: N/A

Website version: 1.2.2.0

Database last updated on: 2/20/2012 1:45 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

**Bexar CAD**

**Property Search Results > 405995 BEXAR METROPOLITAN WATER DISTRICT for Year 2012**

**Property**

**Account**

Property ID:	405995	Legal Description:	NCB 8011 BLK 52 LOT 1 TO 6
Geographic ID:	08011-052-0010	Agent Code:	
Type:	Real		
Property Use Code:	001		
Property Use Description:	Single Family		

**Location**

Address:	922 VICKERS AVE	Mapsco:	649F5
Neighborhood:	HARLANDALE NW	Map ID:	
Neighborhood CD:	95308		

**Owner**

Name:	BEXAR METROPOLITAN WATER DISTRICT	Owner ID:	134862
Mailing Address:	2047 W MALONE AVE SAN ANTONIO, TX 78225-2017	% Ownership:	100.0000000000%
		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: BEXAR METROPOLITAN WATER DISTRICT  
 % 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
53	HARLANDALE 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**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	OTH	Other	0.4304	18750.00	150.00	125.00	N/A	N/A

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	N/A	N/A	N/A	N/A	N/A	N/A
2011	\$0	\$13,130	0	13,130	\$0	\$13,130
2010	\$0	\$13,130	0	13,130	\$0	\$13,130
2009	\$0	\$13,130	0	13,130	\$0	\$13,130
2008	\$0	\$13,130	0	13,130	\$0	\$13,130
2007	\$0	\$13,130	0	13,130	\$0	\$13,130

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
---	-----------	------	-------------	---------	---------	--------	------	-------------

2012 data current as of Feb 20 2012 1:45AM.

2011 and prior year data current as of Feb 17 2012 2:50PM

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: 2/20/2012 1:45 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

## **Title Report**



## Alamo Title Company

434 N. Loop 1604 W., Ste 2208, San Antonio, Texas 78232

Office: 210-499-5872

### ABTRACTOR'S REPORT

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File No.: 6687

Time frame covered by this report:

02-26-1986 To 02-19-2013

Legal Description:

Lot 1 thru 6, Block 52, New City Block 8011, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 14, Deed and Plat Records of Bexar County, Texas.

This report hereby reports that the instruments listed below have been filed of record in the office of the County Clerk of **BEXAR** County, Texas, and are affecting title to the property above described during the time frame as set out above:

1. Type of Instrument: Warranty Deed

Grantor: Bexar Metropolitan Water District

Grantee: City of San Antonio Water System

Filed: 03-27-2012

Recorded: Volume 15414, Page 1147, Official Public Records of Bexar County, Texas.

Abstracts of Judgment, State Tax Liens and/or Federal Tax Liens which are unsatisfied or not released of record from 10 years prior to the end date listed below on the following names:

City of San Antonio Water System

And the following document(s) found:

NONE FOUND

This report is issued for the use of and shall inure to the benefit of:

*Sunny Burlew*

**SAN ANTONIO WATER SYSTEM**

Corporate Real Estate

 (210) 233-2954

 (210) 233-4179

and is issued in consideration of \$ 100.00 paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure of damages against the issuing company.

**SPECIAL NOTE AND LIMITATION OF LIABILITY:** This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

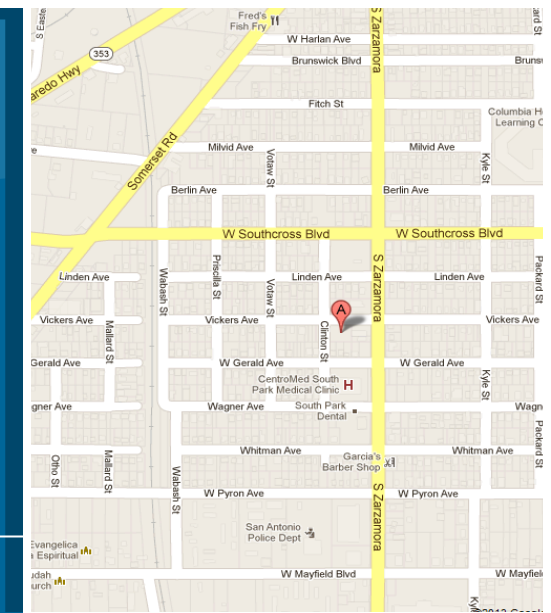
Alamo Title Company

By: Ty Ahin

# Surplus Land

- 922 Vickers Ave. San Antonio, TX 78211
- Bid Deadline: May 22, 2013, 2:00 p.m.
- Vacant Corner Lot
- Approximately 0.4304 of an Acre

For further information visit us at  
[www.SAWS.org/Property](http://www.SAWS.org/Property)



2800 US Hwy 281 North, San Antonio, TX 78298

