

SOLICITATION NO: R-13-029-CM

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

2400 Henderson Court

Sealed Bid Due On: Novemeber 25, 2013 @ 2:00 PM (CT)

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
2400 Henderson Court
R-13-029-CM**

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) November 25, 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 November 22, 2013**. Answers to the questions will be posted to the web site by **5:00 PM (CT) each Friday until bid opening at 2:00 p.m. on November 25, 2013**, as part of supplemental information.

DESCRIPTION:

A tract of land out of Block 3, New City Block 10927, Henderson Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 77, Deed and Plat Records, Bexar County, Texas, described by Deed recorded in Volume 5924, Page 1705, Real Property Records, Bexar County, Texas.

LOCATION:

The property is a diagonally-rectangular shaped parcel extending from south of the intersection of Henderson Court and S. Presa St. to the corner of Henderson Court and Old Corpus Christi Rd. in the southwest quadrant of San Antonio. Located on MAPSCO, page 683 grid D1.

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 include reservations of easement rights and water rights to the property. PLEASE NOTE THAT A RESERVATION OF AN EASEMENT IN FAVOR OF SAWS IN THE DEED WILL PROHIBIT CONSTRUCTION OF A BUILDING OR OTHER STRUCTURE ON THE PROPERTY.** Bid documents, property information and forms may be viewed and downloaded from SAWS’ website located at WWW.SAWS.ORG/PROPERTY, select this property, then click on the 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 Cynthia Medina at 210-233-3406, 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.**

2400 HENDERSON COURT
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 plus the exhibits) with page 9 of the Agreement signed before a Notary Public. Also complete the information required in Section 23 of the Agreement.**
- 2) **Do not copy more than one page on a sheet of paper ----- no front and back copying.**
- 3) **Exhibit B signed -- All other Exhibits do not need to be returned to SAWS in the bid package.**
- 4) **Bid Deposit in the form of a cashier's check made payable to San Antonio Water System.**
- 5) **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 – 2400 Henderson Court”.**
- 6) **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 **Monday, November 25, 2013**) as set forth in Section 5 of the Agreement.**

If you have any questions or concerns, contact Cynthia Medina in the SAWS Contracting Department at 210-233-3406

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
2400 Henderson Court
SAWS BID SOLICITATION NO. R-13-029-CM

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.

*****NOTE TO BIDDERS: THE SAWS LAND WILL BE CONVEYED WITH A RESERVED EASEMENT FOR AN EXISTING SEWER LINE, WHICH RESERVED EASEMENT SHALL PROHIBIT CONSTRUCTION OF A BUILDING OR OTHER STRUCTURES ON THE SAWS LAND. LANDSCAPING, DRIVEWAYS AND SIDEWALKS WILL BE PERMITTED.**

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-13-029-CM) AT 2400 HENDERSON COURT" 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 **November 25, 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 (v) SAWS reservation of an easement upon the SAWS Land for underground sewer facilities, and (vi) an easement reservation in favor of CPS Energy for all existing electric and gas facilities on the SAWS Land (the "Reserved Electrical Easement") (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 Electrical Easement"), the Reserved Sewer 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, provided, however, in no event shall SAWS be required to execute affidavits, make representations or warranties or provide indemnities in connection with the Closing.

13. Closing. 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 ("Closing"), or on such other date as SAWS and Successful Bidder may mutually agree. The Closing will be at the office of the following title company ("Title Company"):

Alamo Title Company
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 on another day if approval of the Board of Trustee to the Purchase Agreement has been obtained and if SAWS and Successful Bidder shall mutually agree on such other 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
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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-13-029-CM
2400 Henderson Court, 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 2400 Henderson Court 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 tract of land out of Block 3, New City Block 10927, Henderson Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 77, Deed and Plat Records, Bexar County, Texas, described by Deed recorded in Volume 5924, Page 1705, Real Property Records, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the most E. cor. of said Henderson tract in the W. line of Old Floresville Rd.;

THENCE N. 20° W. 69.8' to cor.;

THENCE turning an angle to the left of 92° 16' from the preceding line a distance of 146.5' to cor.;

THENCE S. at right angles to the last preceding line, a distance of 116.9' to interior cor.;

THENCE S. 36° 41' W. 221.3' to angle;

THENCE on a straight line, S.W. a distance of 122.3' to a point on the E. right of way of U.S. Highway 181, which point is 74.1' (measured along said right of way line) from the most S. cor. of said Henderson tract;

THENCE S.E. along the E. right of way line of U.S. Highway 181, a distance of 74.1' to S. cor. of Henderson tract;

THENCE N. 36° 41' E. along the S.E. Line of Henderson tract 521.5' to point of beginning. The tract included in above description is the same property as former lots 40 and 45 and the 32' strip marked "reserved" on said plat recorded in Vol. 2222, Page 77, in former Block 3, now known as New City Block 10,927.

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 tract of land out of Block 3, New City Block 10927, Henderson Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 77, Deed and Plat Records, Bexar County, Texas, described by Deed recorded in Volume 5924, Page 1705, Real Property Records, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the most E. cor. of said Henderson tract in the W. line of Old Floresville Rd.;

THENCE N. 20° W. 69.8' to cor.;

THENCE turning an angle to the left of 92° 16' from the preceding line a distance of 146.5' to cor.;

THENCE S. at right angles to the last preceding line, a distance of 116.9' to interior cor.;

THENCE S. 36° 41' W. 221.3' to angle;

THENCE on a straight line, S.W. a distance of 122.3' to a point on the E. right of way of U.S. Highway 181, which point is 74.1' (measured along said right of way line) from the most S. cor. of said Henderson tract;

THENCE S.E. along the E. right of way line of U.S. Highway 181, a distance of 74.1' to S. cor. of Henderson tract;

THENCE N. 36° 41' E. along the S.E. Line of Henderson tract 521.5' to point of beginning. The tract included in above description is the same property as former lots 40 and 45 and the 32' strip marked "reserved" on said plat recorded in Vol. 2222, Page 77, in former Block 3, now known as New City Block 10,927.

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 on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System and its successors, upon, under, over and across the Property to maintain, operate, reconstruct, realign, inspect, patrol, repair, add, remove and replace sewer lines and facilities, and appurtenances thereto, together with the right of ingress and egress over the Property for the purpose of maintaining, operating, reconstructing, realigning inspecting, patrolling, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within the Property; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and

Grantee expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building or structure of any kind will be placed on said Property and that removal of any building or structure placed on said Property shall be at Grantee expense. Without limitation, Grantee may use the SAWS Land for landscaping, sidewalks and driveways.

- (ii) 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.
- (iii) 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 tract of land out of Block 3, New City Block 10927, Henderson Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 77, Deed and Plat Records, Bexar County, Texas, described by Deed recorded in Volume 5924, Page 1705, Real Property Records, Bexar County, Texas, and being more particularly described as follows:

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THENCE S. 36° 41' W. 221.3' to angle;

THENCE on a straight line, S.W. a distance of 122.3' to a point on the E. right of way of U.S. Highway 181, which point is 74.1' (measured along said right of way line) from the most S. cor. of said Henderson tract;

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THENCE N. 36° 41' E. along the S.E. Line of Henderson tract 521.5' to point of beginning. The tract included in above description is the same property as former lots 40 and 45 and the 32' strip marked "reserved" on said plat recorded in Vol. 2222, Page 77, in former Block 3, now known as New City Block 10,927.

EXHIBIT "D"

LIST OF PROPERTY INFORMATION DOCUMENTS

BCAD image

Title Commitment

Plat recorded in Volume 2222, Page 77

Deed recorded in Volume 5924, Page 1705

Easement recorded in Volume 8791, Page 1519

Easement recorded in volume 15327, Page 548

BCAD Map Image – Property ID 559823

Bexar CAD

Property Search Results > Property ID 469475 CITY OF SAN ANTONIO for Year 2012

Property Details	
1: <input type="text" value="Zoom"/>	
Account	
Property ID:	469475
Geo. ID:	10927-003-0400
Type:	Real
Legal Description:	NCB 10927 BLK 3 LOT 40, 45 & S 32 FT OF 41 THRU 44
Location	
Address:	S PRESA ST
Neighborhood:	NBHD code 12990
Mapsc0:	683D1
Jurisdictions:	06, 08, 09, 10, 11, 21, 57, CAD, SA016
Owner	
Name:	CITY OF SAN ANTONIO
Address:	PO BOX 839966 SAN ANTONIO, TX 78283-3966
Property	
Appraised Value:	\$0
	Map Layers
	Radius Search

Website version: 1.2.2.0

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

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

Bexar CAD

Property Search Results > 469475 CITY OF SAN ANTONIO for Year 2012

Property

Account

Property ID: 469475 Legal Description: NCB 10927 BLK 3 LOT 40, 45 & S 32 FT OF 41 THRU 44
 Geographic ID: 10927-003-0400 Agent Code:
 Type: Real
 Property Use Code: 099
 Property Use Description: VACANT LAND

Location

Address: S PRESA ST Mapsco: 683D1
 Neighborhood: NBHD code12990 Map ID:
 Neighborhood CD: 12990

Owner

Name: CITY OF SAN ANTONIO Owner ID: 85466
 Mailing Address: PO BOX 839966 % Ownership: 100.0000000000%
 SAN ANTONIO, TX 78283-3966
 Exemptions: EX

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

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

(=) Appraised Value:	=	\$0	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$0	

Taxing Jurisdiction

Owner: CITY OF SAN ANTONIO
 % Ownership: 100.0000000000%
 Total Value: \$0

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	\$0	\$0	\$0.00
08	SA RIVER AUTH	0.017370	\$0	\$0	\$0.00
09	ALAMO COM COLLEGE	0.141623	\$0	\$0	\$0.00
10	UNIV HEALTH SYSTEM	0.276235	\$0	\$0	\$0.00
11	BEXAR COUNTY	0.296187	\$0	\$0	\$0.00
21	CITY OF SAN ANTONIO	0.565690	\$0	\$0	\$0.00
57	SAN ANTONIO ISD	1.307600	\$0	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00

SA016 San Antonio TIF #16 Brooks	0.000000	\$0	\$0	\$0.00
City Base				
Total Tax Rate:	2.635384			
		Taxes w/Current Exemptions:		\$0.00
		Taxes w/o Exemptions:		\$0.00

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IND	Industrial	0.3201	13945.00	0.00	0.00	\$0	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
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
2007		\$0	\$0	0	0	\$0 \$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		Deed	Deed		CITY OF SAN ANTC	5924	1705	0

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

2011 and prior year data current as of Jul 15 2012 8:21AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

Website version: 1.2.2.2

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

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

Title Commitment
Alamo Title Insurance Company
Effective date: May 13, 2013

COMMITMENT FOR TITLE INSURANCE

Issued by **Alamo Title Insurance**



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

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


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

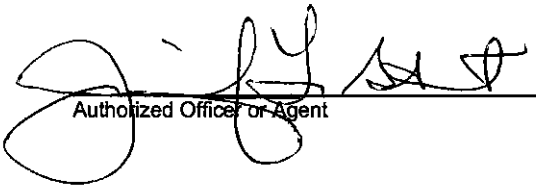
Alamo Title Company
4 Dominion Drive, Bldg 4, Ste 100
San Antonio, TX 78257
210-698-0924

ALAMO TITLE INSURANCE

By: 
President



Attest: 
Secretary


Authorized Officer or Agent

CONDITIONS AND STIPULATIONS

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

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER *MUST* BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **May 13, 2013**

GF. No. 4002002563

Commitment No.: Not Applicable issued: **May 17, 2013**
(if applicable)

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

A tract of land out of Block 3, New City Block 10927, Henderson Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 77, Deed and Plat Records, Bexar County, Texas, described by Deed recorded in Volume 5924, Page 1705, Real Property Records, Bexar County, Texas.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B****EXCEPTIONS FROM COVERAGE**

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

1. Item 1, Schedule B is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2013**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2013**, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Easement(s), as provided therein, recorded in Volume 8791, Page 1519, Real Property Records, Bexar County, Texas.**
- b. **Easement(s), as provided therein, Nustar Logistics, LP, grantee, recorded in Volume 15327, Page 548, Real Property Records, Bexar County, Texas.**
- c. **Those liens created at closing, if any, pursuant to Lender's instructions.**
- d. **Rights of Parties in Possession (Owner Policy Only)**
- e. **Visible and apparent easements over and across subject property. (Owner Policy Only)**
- f. **If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:**

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

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

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

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

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

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **The last Deed found of record affecting the Land was recorded January 10, 1994 at Volume 5924, Page 1705, of the Real Property Records of BEXAR County, Texas, wherein the grantee acquired subject property.**
6. **Submit the name of purchaser to the Examination Department for records check.**
7. **Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.**

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

G.F. No. or File No. **4002002563**

Effective Date: **May 13, 2013**

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

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

Officers

Raymond Randall Quirk President
Anthony John Park Executive Vice President
Michael Louis Gravelle Secretary
Daniel Kennedy Murphy Treasurer

Directors

Raymond Randall Quirk
Anthony John Park
George Patrick Scanlon
Kevin Donald Lutes
Erika Meinhardt
John Arthur Wunderlich
Roger Scott Jewkes

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

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

DIRECTORS:

Raymond Randall Quirk
Anthony John Park

OFFICERS:

Edward J. Hall President
Raymond Randall Quirk Chief Executive Officer
Anthony John Park Executive Vice President
Daniel Kennedy Murphy Treasurer
Michael L. Gravelle Secretary
Joseph William Grealish Executive Vice President & Regional Manager

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

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

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

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

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

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

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-4303 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

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

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

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

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

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

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

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

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

The Arbitration provision in the Policy is as follows:

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

I request deletion of the Arbitration provision.

Signature

Date

Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or

To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies — We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product

development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties — We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call Alamo Title Insurance's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de Alamo Title Insurance's para informacion o para someter una queja al:

1-800-442-4303

1-800-442-4303

You may also write to Alamo Title Insurance at:

Usted tambien puede escribir a Alamo Title Insurance:

**8750 N. Central Expwy, Ste 950
Dallas, Texas 75231**

**8750 N. Central Expwy, Ste 950
Dallas, Texas 75231**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

You may write to the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

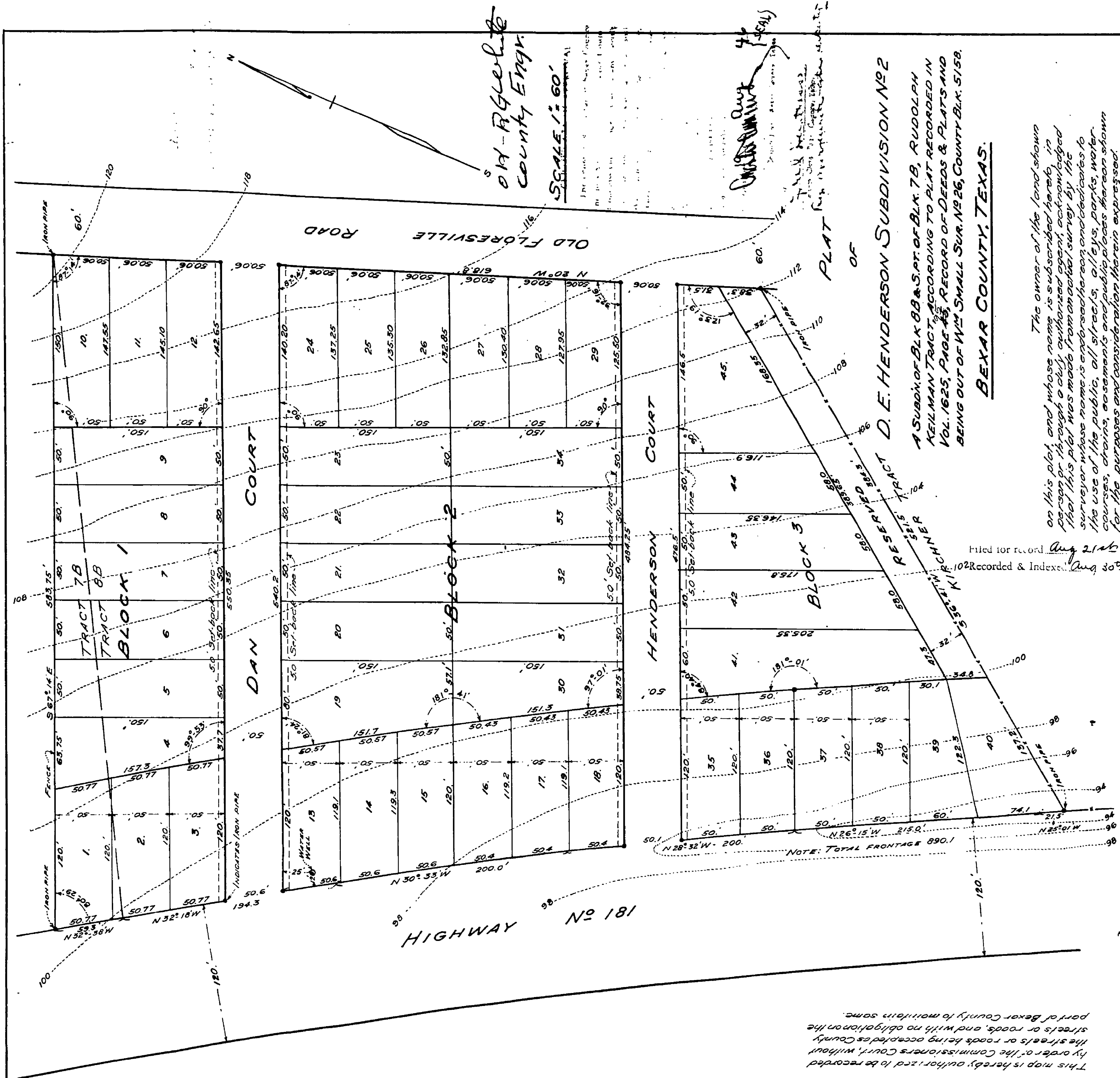
ATTACH THIS NOTICE TO YOUR POLICY:

UNA ESTE AVISO A SU POLIZA:

This notice is for information only and does not become a part or condition of the attached document.

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Plat recorded in Volume 2222, Page 77,
Deed and Plat Records of Bexar County, Texas**



OK - R. G. Gerber
County Engr.

SCALE 1" = 60'

D. E. Henderson
Surveyor

PLAT OF
OF
D. E. HENDERSON SUBDIVISION NO. 2
A SUBDIVISION OF BLK. 88 & PT. OF BLK. 78, RUDOLPH
KEILMAN TRACT, ACCORDING TO PLAT RECORDED IN
VOL. 1625, PAGE 45, RECORD OF DEEDS & PLATS AND
BEING OUT OF WY. SMALL SUR. NO. 26, COUNTY BLK. 5158,
BEXAR COUNTY, TEXAS.

The owner of the land shown on this plat, and whose name is subscribed here, in person or through a duly authorized agent, acknowledged that this plat was made from an actual survey by the surveyor whose name is subscribed hereon and dedicates to the use of the public, all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and consideration therein expressed.

D. E. Henderson
Surveyor

STATE OF TEXAS }
COUNTY OF BEXAR }
Before me, the undersigned authority, on this day personally appeared D. E. Henderson known 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 15th day of August, A.D. 1946.

Pauline Kuykendall
Notary Public, Bexar County, Texas

Filed for record Aug 21st 1946
Recorded & Indexed Aug 30th 1946

STATE OF TEXAS }
COUNTY OF BEXAR }
I, hereby certify that the foregoing and attached is a true and correct map compiled from field notes of an actual survey made on the ground by me the surveyor.

James L. Adams
County Surveyor, Bexar County, Texas

Given and subscribed before me this 15th day of August, A.D. 1946.

Pauline Kuykendall
Notary Public, Bexar County, Texas

This map is hereby authorized to be recorded by order of the Commissioners Court, without the streets or roads being accepted as County streets or roads, and with no obligation on the part of Bexar County to maintain same.

**Deed recorded in Volume 5924, Page 1705,
Real Property Records, Bexar County, Texas**

Parcel: E-3137

Project: Old Salado Creek Siphon
Rehabilitation

WARRANTY DEED

94- 0004786

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

That, I/we CHEZ-SALIN QUALITY CLEANERS, INC., hereinafter referred to as "Grantor", of the County of Bexar, State of Texas, for and in consideration of the sum of TEN THOUSAND FIVE HUNDRED AND NO/100 (\$10,500.00) DOLLARS and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, to Grantor in hand paid by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, Bexar County, Texas, has GIVEN, GRANTED, SOLD, CONVEYED, and DEDICATED, and by these presents, does hereby GIVE, GRANT, SELL, CONVEY, and DEDICATE unto the CITY OF SAN ANTONIO, a municipal corporation hereinafter referred to as "Grantee", for the use, benefit and control of the said 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. 75803, adopted at a regular meeting of said council, April 30, 1992 and subject to the terms and provisions of said ordinance, an easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace sewer facilities and appurtenances thereto, in, over and through the lands located in Bexar County, Texas, to-wit:

Being a tract of land out of Block 3, Henderson Subdivision, New City Block 10,927, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Vol. 2222, Page 77, Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the most E. cor. of said Henderson tract in the W. line of Old Floresville Rd.;

THENCE N. 20° W. 69.8' to cor.;

THENCE turning an angle to the left of 92° 16' from the preceding line a distance of 146.5' to cor.;

THENCE S. at right angles to the last preceding line, a distance of 116.9' to interior cor.;

THENCE S. 36° 41' W. 221.3' to angle;

THENCE on a straight line, S.W. a distance of 122.3' to a point on the E. right of way of U.S. Highway 181, which point is 74.1' (measured along said right of way line) from the most S. cor. of said Henderson tract;

VOL 5924 PG 1705

THENCE S.E. along the E. right of way line of U.S. Highway 181, a distance of 74.1' to S. cor. of Henderson tract;

THENCE N. 36° 41' E. along the S.E. Line of Henderson tract 521.5' to point of beginning. The tract included in above description is the same property as former lots 40 and 45 and the 32' strip marked "reserved" on said plat recorded in Vol. 2222, Page 77, in former Block 3, now known as New City Block 10,927.

It is further understood and agreed that the consideration received by the Grantor is also in full payment for all damages to the remaining property, if any, of the Grantor.

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 Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 25th day of September, A. D., 1992.

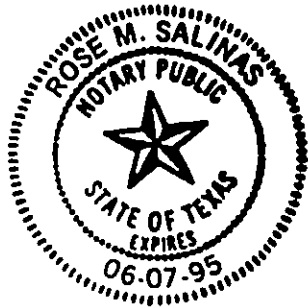
Arturo Sanchez
ARTURO SANCHEZ
President

STATE OF TEXAS)
COUNTY OF BEXAR)

This instrument was acknowledged before me on this 25th day of September 1992 by ARTURO SANCHEZ, President.

Rose M. Salinas
Notary Public in and for the State of
TEXAS

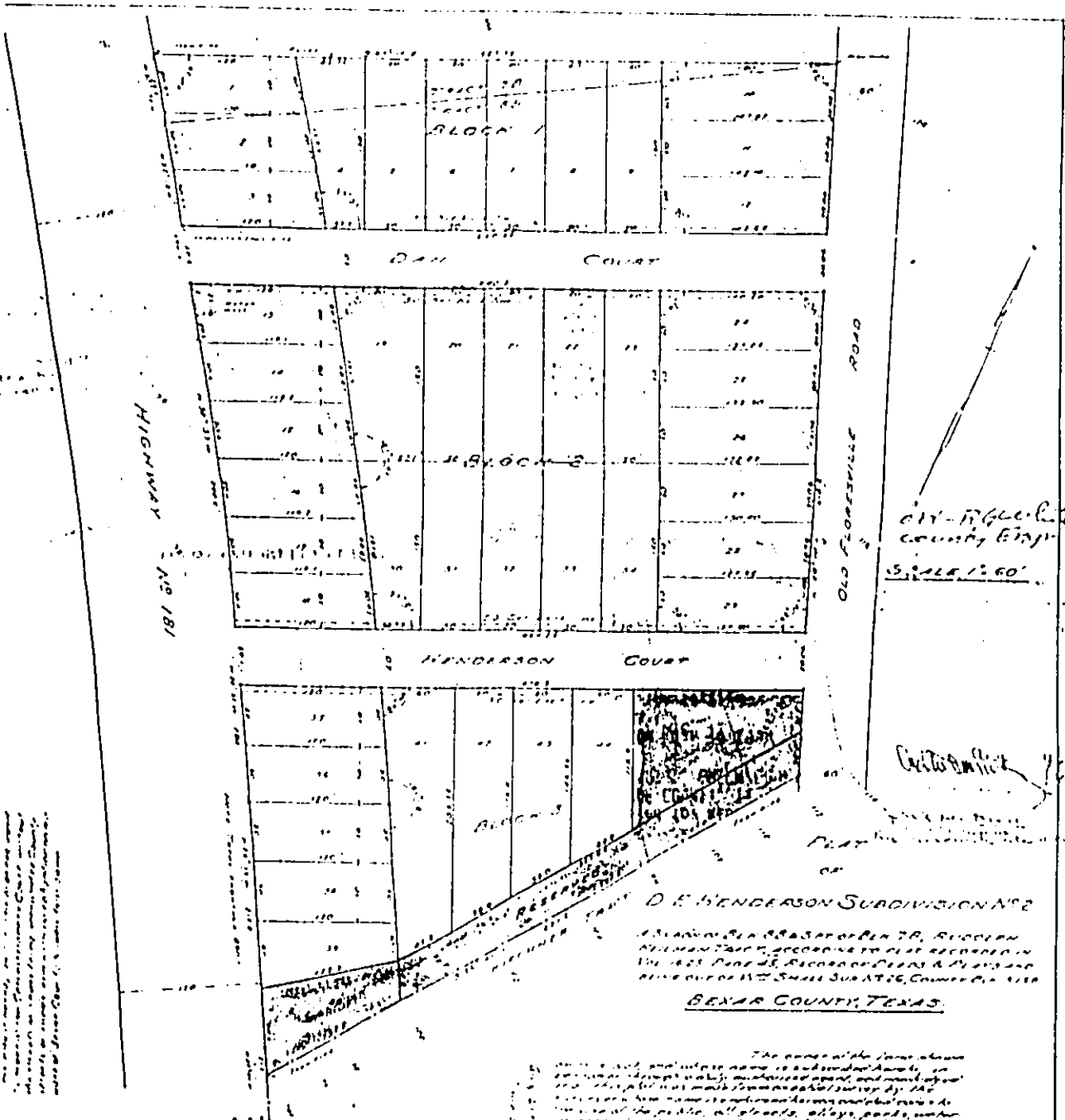
MY COMMISSION EXPIRES: 6-7-95



AFTER RECORDING, RETURN TO:

R. A. STATZER
REAL ESTATE DIVISION
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

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City of Florence
County Bexar
Scale 1" = 60'

D. E. HENDERSON SUBDIVISION NO. 2
 AS SHOWN BY DEEDS, RECORDS 70, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

James B. Adams
 Notary Public, Bexar County, Texas
 My Comm. Expires Dec. 15, 1946

Pauline Keykendall
 Notary Public, Bexar County, Texas

The owner of the land above described hereby certifies that the same is subdivided into lots, blocks, streets, and alleys, and that the same are shown on the plat hereon attached, and that the same are for the use and benefit of the public, and that the same are not to be used for any other purpose than as shown on the plat hereon attached.

D. E. Henderson

Given under my hand and seal at Dallas, Texas, this 15th day of August, 1946.

Pauline Keykendall
 Notary Public, Bexar County, Texas

EXHIBIT "A"

VOL 5924 1707

Any provision herein which restricts the sale, rental, 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 the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on:



JAN 12 1994

Robert D. Green
COUNTY CLERK BEXAR CO.

Filed for Record in
BEXAR COUNTY, TX
ROBERT D. GREEN/COUNTY CLERK
On Jan 10 1994
At 10:21am
Receipt #: 14573
Recording: 7.00
Doc/Map #: 6.00
Doc/Hum #: 94-0004786
Deputy - Betty Sepulveda

VOL 5924 PG 1708

**Easement recorded in
Volume 8791, Page 1519**



Parcel: SAWS-E-7228
 Project: Old Salado Creek
 8000 Blk. Old Floresville Rd.

2001-0044894

SCANNED

DRAINAGE EASEMENT
 (Dedication-Permanent)

AFTER RECORDING, RETURN TO:
 R. A. STATZER
 REAL ESTATE ASSET MGMT. DIVISION
 SAN ANTONIO WATER SYSTEM
 P. O. BOX 2449
 SAN ANTONIO, TEXAS 78298-2449
 (210) 304-7189

STATE OF TEXAS }
 COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS

That, the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, Bexar County, Texas, hereinafter referred to as "Grantor", for and in consideration in the amount of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, unto the CITY OF SAN ANTONIO, a municipal corporation and subdivision of the State of Texas, herein referred to as "Grantee" for the use, benefit and control of an easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace drainage facilities and appurtenances thereto, in, over and through the lands located in Bexar County, Texas as follows, to wit:

BEING described as a 15-foot wide drainage easement on top of and adjacent to an existing sewer line along the south perimeter property boundary being out of and a part of Lot 40, Lot 45 and the reserved tract, Block 3, New City Block 10927, of the D.E. Henderson Subdivision No. 2, recorded in Volume 2222, Page 77 of the Deed Records, City of San Antonio, Bexar County, Texas, also being out of the tract of land described in Volume 5924, Page 1705, of the Deed Records, Bexar County, Texas, and being more particularly described in Exhibits A and B attached hereto and made a part hereof.

Together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said drainage facilities and appurtenances; the right to relocate said facilities within said right-of-way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building of any kind will be placed on said easement and right-of-way herein granted.

For the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The Grantee expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as

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possible in the condition as it existed prior to the construction of said improvements.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said right-of-way shall be abandoned.

And Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 25th day of January, 2001.

CITY OF SAN ANTONIO

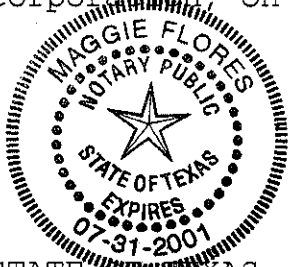
SAN ANTONIO WATER SYSTEM

By: [Signature]
Title: City Engineer

By: [Signature]
Title: Right-of-Way Manager

STATE OF TEXAS }
COUNTY OF BEXAR }

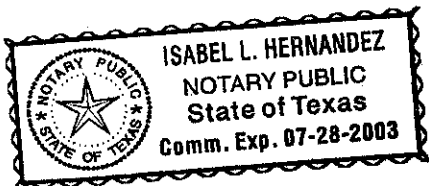
This instrument was acknowledged before me on 22nd day of February, 2001, by A. J. Ballard, City Engineer, of CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said corporation.



[Signature]
Notary Public

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on 25th day of January, 2001 by Robert A. Statzer, Right of Way Manager, of the SAN ANTONIO WATER SYSTEM, an agency of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.



[Signature]
Notary Public

AFTER RECORDING, RETURN TO:
R. A. STATZER
REAL ESTATE ASSET MGMT. DIVISION
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449
(210) 704 - 7189

VDL 08791 PG 01520

Exhibit A

NOTES:

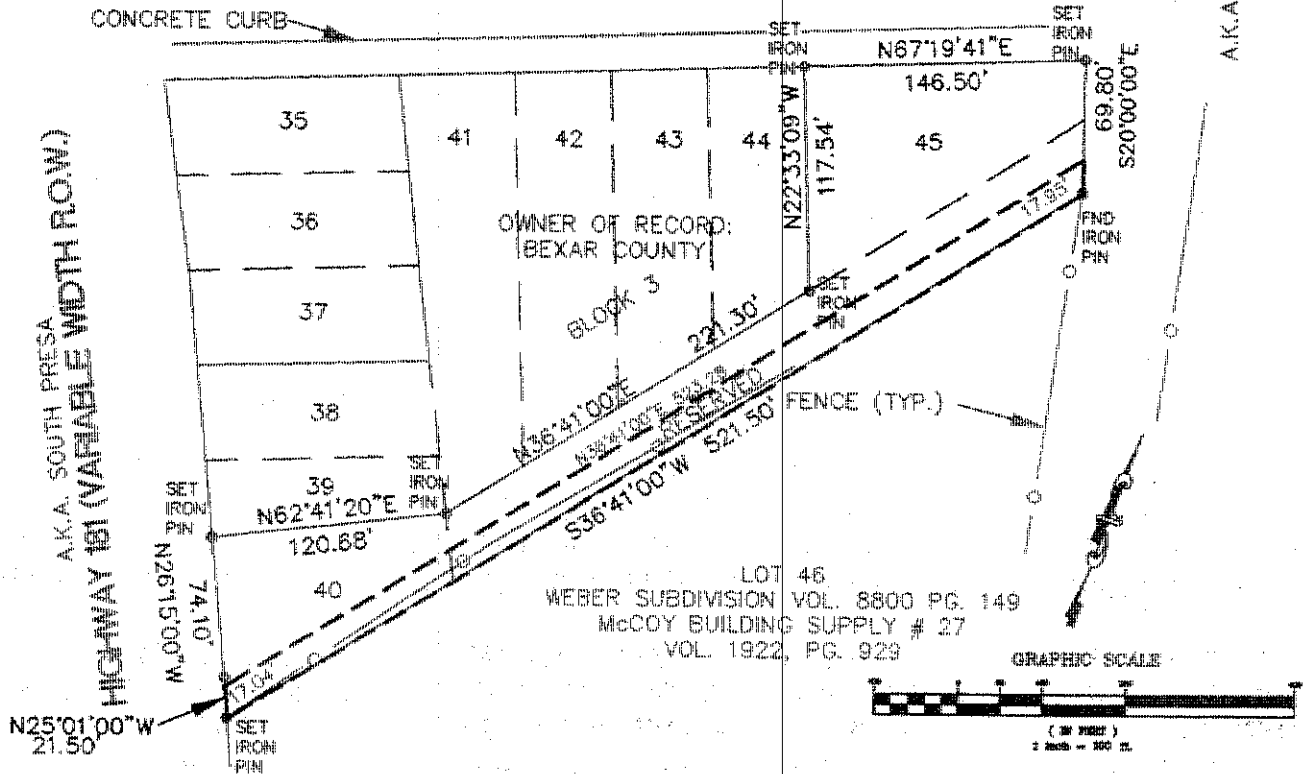
- 1) ALL SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "BAKER SURVEYING"
- 2) BASIS OF BEARING IS THE RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND.
- 3) NO CURRENT TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE WAS FURNISHED AT THE TIME OF SURVEY; THEREFORE, NO CERTIFICATION IS MADE THAT ALL EASEMENTS AND DEDICATIONS OR OTHER ENCUMBRANCES ARE SHOWN ON THIS SURVEY.

AFTER RECORDING, RETURN TO:

R. A. STATZER
 REAL ESTATE ASSET MGMT. DIVISION
 SAN ANTONIO WATER SYSTEM
 P. O. BOX 2449
 SAN ANTONIO, TEXAS 78298-2449
 (210) 704-7189

OLD FLORENCE ROAD
 (VARIABLE WIDTH ROW)
 A.K.A. OLD CORPUS CHRISTI ROAD

HENDERSON COURT (100' R.O.W)



SURVEY PLAT SHOWING:

LOT 40, LOT 45 AND THE RESERVED TRACT, BLOCK 3, NEW CITY BLOCK 10927, OF D.E. HENDERSON SUBDIVISION NO. 2 ACCORDING TO PLAT RECORDED IN VOLUME 2222, PAGE 77, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN DEED RECORDED IN VOLUME 5924, PAGE 1705, OF THE OFFICIAL RECORDS OF BEXAR COUNTY, TEXAS

BAKER
 SURVEYING &
 ENGINEERING, INC.

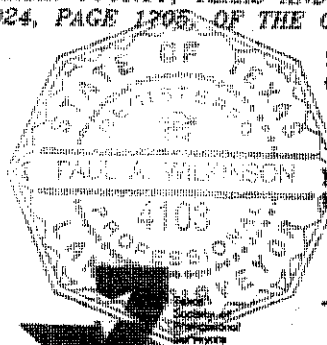
PH. (210) 653-7270

FAX. 653-2942

11003 WYE DRIVE

SAN ANTONIO, TEXAS 78217

THIS DRAWING IS THE PROPERTY OF BAKER SURVEYING, INC. AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF BAKER SURVEYING, INC. BAKER SURVEYING, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS DRAWING FOR ANY PURPOSE AFTER SIX MONTHS FROM THE DATE INDICATED ON THIS DRAWING. ALL RIGHTS RESERVED. COPYRIGHT 2000, BAKER SURVEYING & ENGINEERING, INC. ©



STATE OF TEXAS :
 COUNTY OF BEXAR:

I, PAUL A. WILKINSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION.

PAUL A. WILKINSON

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4103

SURVEYED: JAN. 13, 2000

PROJECT NO.: 00-004

DWG No.: J/DRAW2000/00-004.DWG

VOL 00791 PG 01521

11003 Wye Drive
San Antonio, Texas 78217-2615
Phone: 210-653-7270
Fax: 210-653-2942

AFTER RECORDING, RETURN TO:

R. A. STATZER
REAL ESTATE ASSET MGMT. DIVISION
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449
(210) 704-7189

Metes and bounds description of a 0.180 acre tract of land situated in the City of San Antonio, Bexar County, Texas, being out of and a part of Lot 40 and the Reserved Tract, Block 3, NCB 10927 of the D. E. Henderson Subdivision No. 2 according to plat recorded in Volume 2222, Page 77 of the Plat Records of Bexar County, Texas, also being out of the tract of land described in deed recorded in Volume 5924, Page 1705 of the Official Records of Bexar County, Texas;

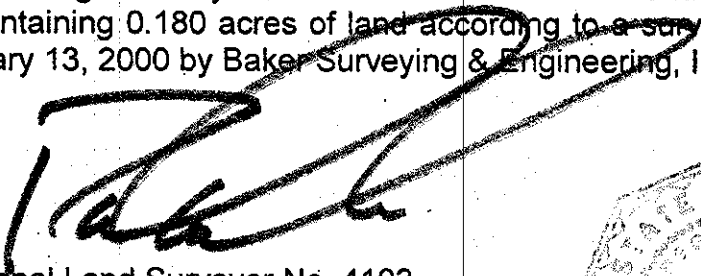
Beginning at an iron pin found for the east corner of the herein described tract and said Reserved Tract and the north corner of Lot 46, Weber Subdivision according to plat recorded in Volume 8800, Page 149 of the Plat Records of Bexar County, Texas, in the southwest right-of-way line of Old Floresville Road;

Thence S 36°41'00" W, 521.50 feet along the southeast line of the herein described tract and the northwest line of said Lot 46 to an iron pin found for the south corner of the herein described tract and said Lot 40 and the west corner of said Lot 46, in the northeast right-of-way line of Highway 181;

Thence N 25°01'00" W, 17.04 feet along the southwest line of the herein described tract and said Lot 40 and the northeast right-of-way line of said Highway 181 to the west corner of the herein described tract;

Thence N 36°41'00" E, 523.28 feet along the northwest line of the herein described tract, 15 feet northwest of and parallel to said southeast line of the herein described tract to the north corner of the herein described tract, in the southwest right-of-way line of said Old Floresville Road;

Thence S 20°00'00" E, 17.95 feet along the northeast line of the herein described tract and the southwest right-of-way line of said Old Floresville Road to the place of beginning and containing 0.180 acres of land according to a survey made on the ground on January 13, 2000 by Baker Surveying & Engineering, Inc.


Paul A. Wilkinson
Registered Professional Land Surveyor No. 4103
Job No. 00-004
H:\2000metes&bounds\00-004
Corresponding Plat Prepared



RECORDER'S MEMORANDUM

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

Any provision hereon 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 the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAR 20 2001



Berry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Mar 20 2001
At 9:30am

Receipt #: 420431
Recording: 9.00
Doc/Mgmt: 6.00
Doc/Num : 2001- 0044894
Deputy -Betty Rodriguez

VOL 08791 PG 01523

**Easement recorded in
Volume 15327, Page 548**

SCANNED

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

PIPELINE EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned **City of San Antonio by and through its San Antonio Water System**, herein called GRANTOR (whether one or more), hereby grants and conveys, without warranty of any kind, unto **NUSTAR LOGISTICS, L.P.**, a Delaware limited partnership, with an address of 2330 North Loop 1604 West, San Antonio, Texas 78248, herein called GRANTEE, its successors and assigns, the RIGHT OF WAY and EASEMENT to lay, construct, install, inspect, maintain, alter, repair, protect, replace, substitute, operate and remove one pipeline and appurtenances (including, without limitation, valves, fittings, meters, and other equipment), from time to time reasonably deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of said pipeline, for the transportation of oil, gas, petroleum, or any of their products, or water or other liquid or mineral substances, in, over, under, through, and across the real property more particularly described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof (the "Easement Area")

TO HAVE AND TO HOLD the aforesaid right of way and easement, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement") to Grantee and Grantee's successors, and assigns until the use of said easement and right of way shall be abandoned, which shall be deemed to occur upon either (i) the failure of Grantee to construct said pipeline within thirty-six (36) months from the effective date hereof or (ii) the cessation of use and/or cathodic protection of said pipeline for the transportation of oil, gas, petroleum, or any of their products, or water or other liquid or mineral substances (excluding transportation of water or other substances for cleaning or testing said line) for sixty (60) consecutive months, at the time of which deemed abandonment this easement and right of way shall be automatically released and terminated; provided, however, upon such deemed abandonment, if Grantor shall make written request of Grantee, Grantee shall execute, and deliver to Grantor for recording, a written and recordable instrument evidencing the release and termination of this easement and right of way. Excluded and excepted from this instrument and this conveyance are any and all warranties, express or implied, regarding the Easement Area, including, without limitation, any warranties of title arising by common law or by statute.

Grantor and Grantee agree that (1) during the initial construction of the pipeline and appurtenances, Grantee shall have the right to use an additional thirty (30) feet in width as depicted on Exhibit "B", such right to use such additional thirty (30) feet in width expiring upon the earlier of the completion of initial construction of the pipeline or thirty-six (36) months from the effective date hereof ; and (2) Grantee shall at all times have such rights of ingress and egress over said Easement Area, and, during the initial construction of the pipeline and appurtenances,

over the aforesaid additional area, but not over any adjacent Grantor property, as are reasonably necessary for Grantee's to exercise of its rights hereunder.

Grantor reserves the right to use and enjoy the Easement Area for such purposes as do not unreasonably interfere with the Easement. Grantor shall not construct or maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or obstruction on, over or under the Easement Area. Grantor shall not substantially change the grade over the Easement Area in such a way that unreasonably interferes with the use of the easement granted herein. Grantee shall initially bury its pipeline with at least forty-eight (48") inches of cover except where rock is encountered there shall initially be at least twenty-four (24") inches of cover.

Notwithstanding the foregoing, Grantee shall take the Easement subject to all existing pipelines any other lines and infrastructure within the Easement Area, including but not limited to Grantor's existing sewer pipeline and recycled water line (all such lines and infrastructure, as same may be replaced from time to time, being the "Existing Infrastructure"). Grantee shall comply with the crossing requirements set forth in Exhibit "C" attached hereto and incorporated herein. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY AND ALL DAMAGE OR DISRUPTION TO THE EXISTING INFRASTRUCTURE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE AND ITS CONTRACTORS, SUBCONTRACTORS AND AGENTS.

Grantee will reimburse Grantor, or its designated agent or tenant as their respective interests may appear, for damages to growing crops, grasses, shrubbery or fences caused by Grantee's exercise of its rights hereunder, whether in connection with the initial installation of the pipeline and appurtenances or subsequent construction, maintenance, repair, modification, inspection, or replacement thereof. Grantee shall have the right to clear, and keep cleared, all trees, brush, undergrowth and other obstructions from the Easement Area without additional compensation to Grantor.

Grantee shall be allowed to cut Grantor's fences for access, and in such instances Grantee must install metal gates. Grantee shall install three (3) cedar posts on each side of any installed gate. Said posts shall be ten (10) inches in diameter and ten (10) feet in length, set and firmly tamped five (5) feet into the ground with horizontal seven (7) foot by two (2) inch diameter galvanized pipe braces between said posts and guyed with wire criss-crossed from near the top of each post to near the ground of its counterpart, after which Grantee shall securely staple the wire to each post before cutting same for temporary gaps. Gates installed pursuant hereto shall be locked at all times when not in use and duplicate keys to all such locks shall be given to Grantor. All fences cut or disturbed shall be repaired by Grantee in a good and workmanlike manner. Grantee agrees that it will close and lock all gates after use by Grantee and cause its contractors, subcontractors or agents to do the same.

Except in the event of an emergency, Grantee shall notify Grantor, at least ten (10) days prior to construction or other work on the Easement Area, as to the identity of the contractor who will be performing such work. Grantee shall at all times during the Term maintain the types of

insurance with the limits set forth and in full compliance with the requirements attached to this agreement as Exhibit "D" attached hereto and incorporated herein.

GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COURT COSTS) ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF GRANTEE AND ITS CONTRACTORS, SUBCONTRACTORS AND AGENTS. SUCH INDEMNITY SHALL INCLUDE CLAIMS FOR DAMAGES LOSS AND/OR EXPENSES DUE TO ENVIRONMENTAL CONTAMINATION, BODILY INJURY DEATH AND INJURY OR DESTRUCTION OF TANGIBLE PERSONAL PROPERTY OF GRANTOR.

TO THE GREATEST EXTENT ALLOWED BY LAW AND AS MATERIAL CONSIDERATION FOR THE GRANT OF THE RIGHTS CONTAINED HEREIN, GRANTEE ACCEPTS THE EASEMENT AREA IN ITS AS IS, WHERE IS AND WITH ALL FAULTS CONDITION, AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. Grantee acknowledges and agrees that Grantor shall have no duty to improve, repair or maintain the Easement Area.

It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies for breach of this agreement does not preclude pursuit of any other remedies available at law or in equity. This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular includes the plural and neuter includes the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

This agreement and the terms, conditions, and provisions of this agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

This agreement may be executed in multiple counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Grantee may assign, mortgage, pledge, or encumber its rights herein and interest in the Easement, in whole or in part, provided, however, Grantee shall remain liable for Grantee's

obligations under this agreement unless Grantor consents in writing to such assignment, mortgage, pledge, or encumbrance, which Grantor may grant or withhold in its sole discretion. If Grantor does so consent to a mortgage, pledge or encumbrance by Grantee, Grantee shall remain liable for Grantee's obligations under this agreement until such time as the benefitted mortgagee or other lienholder forecloses its lien or security interest in the Easement (which lien or security interest shall only extend to Grantee's interest in the Easement).

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

Executed on the dates of the acknowledgments below, to be effective as of January 26
 , 2012.

GRANTOR:

**City of San Antonio by and through its
SAN ANTONIO WATER SYSTEM**

By: Michael S. Brinkmann

Michael S. Brinkmann

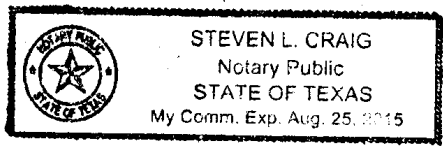
Vice President Operation Services

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Michael S. Brinkmann
known to me ~~(or proved to me on the oath of~~ personally ~~or through~~
 ~~(description of identity card or other document))~~ to be the person whose
name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the
same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 26 day of January, A.D.,
2012.


Steven L. Craig
Notary Public, State of Texas
My Commission Expires: _____



GRANTEE:

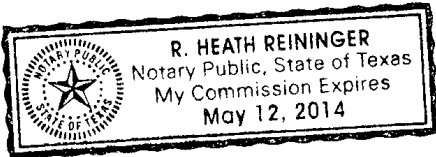
NUSTAR LOGISTICS, L.P., a Delaware limited partnership

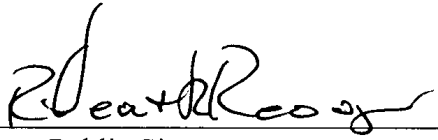
By: NuStar GP, Inc., a Delaware corporation, its general partner

By: 
Name: BRAD R. RAMSEY
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 25th day of JANUARY, 2012
BRAD R. RAMSEY, the VICE PRESIDENT of NuStar GP, Inc., a Delaware corporation, general partner of NUSTAR LOGISTICS, L.P., a Delaware limited partnership, on behalf of said limited partnership.





Notary Public Signature
My Commission Expires: MAY 12, 2014

EXHIBIT A

METES AND BOUNDS DESCRIPTION
PROPOSED VARIABLE WIDTH FEET WIDE PIPELINE EASEMENT
TRACT 13
BEXAR COUNTY, TEXAS

Description of a 0.144 acre (6,287 sq. ft.) tract located in the William Small Survey, Abstract 670, Bexar County, Texas, and out of a called Lots 40, 45, and the 32 feet strip marked "Reserved" Block 3 of the D.E. Henderson Subdivision No. 2, as recorded under Volume 2222, Page 77 of the Bexar County Deed and Plat Records and further described a deed, as recorded under said Volume 5924, Page 1705 of the Bexar County Official Public Records; said 0.144 acre tract being described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "BAKER SURV." found for the southeast intersection of Henderson Court and Old Corpus Christi Highway;

THENCE South 20 Degrees 11 Minutes 49 Seconds East, with the westerly right-of-way line of Old Corpus Christi Highway, a distance of 53.88 feet to a point for corner from which a 5/8 inch iron rod found for corner bears South 20 Degrees 11 Minutes 49 Seconds East, a distance of 16.50 feet;

THENCE South 75 Degrees 22 Minutes 29 Seconds West, a distance of 145.65 feet to a point for corner and being in the westerly line of said City of San Antonio tract and the common line of called Lots 38, 39, and 41 through 44, Block 3 of the D.E. Henderson Subdivision No. 2, as recorded under Volume 2222, Page 77 of the Bexar County Deed and Plat Records and further described a deed, as recorded under said Volume 12759, Page 407 of the Bexar County Official Public Records;

THENCE North 23 Degrees 04 Minutes 06 Seconds West, with said common line, a distance of 32.45 feet to a point for corner, being in the south right-of-way line of said Henderson Court;

THENCE North 66 Degrees 56 Minutes 30 Seconds East, with said right-of-way line, a distance of 146.77 feet to the POINT OF BEGINNING of the herein described tract.

Bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83. This description was prepared in conjunction with a survey map prepared by Percheron Surveying, LLC of even date.

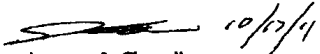
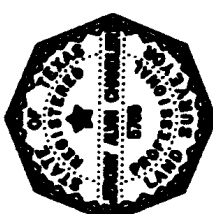
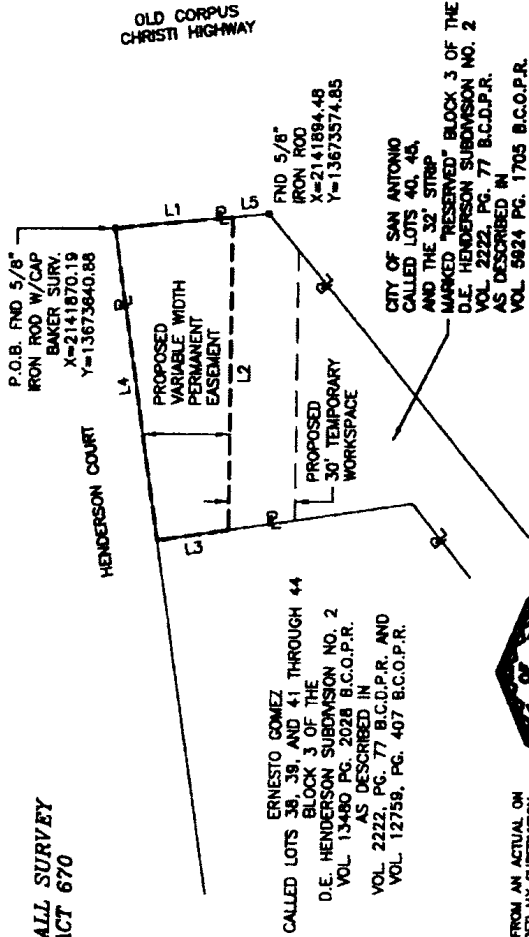

Jeremy A. Chandler
Registered Professional Land Surveyor
State of Texas No. 5755
October 17, 2011
Job No. 133.0002



EXHIBIT B

**WILLIAM SMALL SURVEY
ABSTRACT 670**



THIS EASEMENT MAP WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY PERFORMED UNDER MY SUPERVISION ON SEPTEMBER 1, 2011.

Jeromy A. Chandler
JEROMY A. CHANDLER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 8735

BEARINGS AND COORDINATES SHOWN ON THIS MAP ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (GND).

RECORDS RESEARCH AND OWNERSHIP INFORMATION WAS PROVIDED BY THE CLIENT REPRESENTATIVE AND NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR.

THIS EXHIBIT MAP WAS PREPARED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION OF EASEMENT.

P = PROPERTY LINE
S = APPROXIMATE SURVEY ABSTRACT LINE
B.C.O.P.R. = BEXAR COUNTY DEED RECORDS
B.C.D.P.R. = BEXAR COUNTY OFFICIAL PUBLIC RECORDS
B.C.P.P.R. = BEXAR COUNTY DEED AND PLAT RECORDS

LINE	BEARING	DISTANCE
L1	S 20°11'49" E	53.86
L2	S 75°22'29" W	145.85
L3	N 23°04'06" W	32.45
L4	N 66°56'30" E	146.77
L5	S 20°11'49" E	16.50

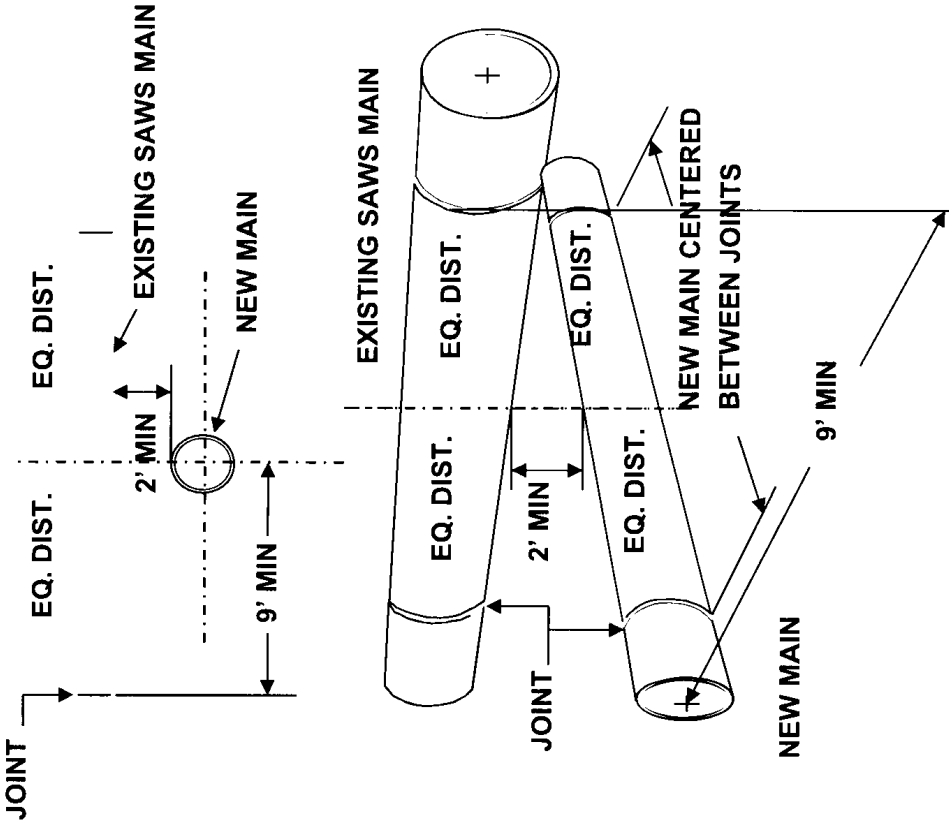
**PROPOSED 30' PIPELINE EASEMENT
0.144 ACRES (6,287 SQ. FT.)
FOR MUSTAR LOGISTICS, L.P.
CITY OF SAN ANTONIO
BEXAR COUNTY, TEXAS**

PROPOSED LENGTH OF EASEMENT

TRACT	OWNER	AREA	LENGTH OF EASEMENT
13	CITY OF SAN ANTONIO	0.144 ACRES (6,287 SQ. FT.)	145.81 FT. (8.837 RODS)
	TEMPORARY WORKSPACE	0.087 ACRES (4,223 SQ. FT.)	

PERCHERON
SURVEYING, L.L.O.
15411 Venture Pkwy West
Suite 203
Houston, Texas 77032
(281) 272-6677
OCTOBER 17, 2011
PROJECT 133.0002

EXHIBIT C



Where a new main crosses an existing SAWS main or lateral, one segment of the new main pipe shall be centered under the SAWS main or lateral such that the joints of the new main pipe are equidistant and at least nine feet horizontally from the centerline of the SAWS main or lateral. The new main shall be at least two feet below the SAWS main or lateral. Whenever possible, the crossing shall be centered between the joints of the SAWS main or lateral.

+

Exhibit "D"

GRANTOR'S STANDARD INSURANCE SPECIFICATIONS & CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

1. Commercial Insurance Specifications:

- a. Commencing on the Effective Date, Grantee shall (or require its contractors), at their own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect them and Grantor and the City of San Antonio ("the City") and their employees and agents from claims, which may arise out of or result from his operations under this agreement, whether such operations are by himself, by any contractor, subcontractor, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:
- 1) **Workers' Compensation (WC)** insurance that will protect Grantee from claims under statutory Workers' Compensation laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

The minimum policy limits of liability for this line of insurance coverage shall be statutory limits.

This line of insurance coverage shall be endorsed to provide a **Waiver of Subrogation** in favor of Grantor and the City with respect to both this line of insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2)).

- 2) **Employers' Liability (EL)** insurance (**Part 2** under a standard Workers' Compensation policy) that will protect Grantee because of bodily injury, sickness, disease of Grantee's employees apart from that imposed by Workers' Compensation laws.

This line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
1,000,000.00	Bodily Injury by Disease - Each Employee
1,000,000.00	Bodily Injury by Disease - Policy Limit

- 3) **Commercial General Liability (CGL)** insurance that will protect Grantee from claims for damages because of bodily injury, property damage, personal injury, sickness, disease or death.

This line of insurance coverage shall:

- Cover liability assumed under an insured contract;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- Afford coverage for Products Liability and/or Completed Operations

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate

1,000,000.00 Personal and Advertising Injury

This line of insurance coverage shall be endorsed:

- Naming Grantor and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of Grantor and the City.
- 4) **Commercial/Business Automobile Liability (AL)** insurance that will protect Grantee from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

This line of insurance coverage shall be endorsed:

- Naming Grantor and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of Grantor and the City.
- 5) **Excess/Umbrella Liability (UL)** insurance in the amount of \$2,000,000.00. This policy shall be of an "**Occurrence**" type and the limit of liability shall be concurrent with (following form) and in excess of the **EL**, **CGL**, and **AL** lines of insurance coverage as described in paragraphs 1.a.2), 1.a.3), and 1.a.4) listed above.

NOTE - For the Excess/Umbrella Liability policy, describe in the Description of Operations section of the Certificate of Liability Insurance ("Certificate"), the coverage form under which this line of coverage is written – either:

- Umbrella form; or
 - Other Than Umbrella form.
- b. Grantee shall require all contractors and subcontractors to carry lines of insurance coverage appropriate to their scope of work.
- c. Grantee's policies will be primary and non-contributory with respect to any insurance or self-insurance maintained by Grantor.
- d. Grantee shall, upon request of Grantor, provide copies of all insurance policies and endorsements required under Contract.
- e. Grantee is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- f. The stated policy limits of each line of insurance coverage required by these Specifications are **MINIMUM ONLY** and it shall be Grantee's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of Grantee's liability.
- g. These minimum limits of insurance coverage may be either basic policy limits of the WC/ EL, CGL and AL or any combination of basic limits or umbrella limits.

- h. Grantor acceptance of Certificate(s) of Liability Insurance that in any aspect, do not comply with these Specifications does not release Grantee from compliance herewith.
- i. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Grantee shall provide a replacement Certificate of Liability Insurance and applicable endorsements to Grantor. Grantor shall have the option to suspend Grantee's performance should there be a lapse in coverage at any time during this agreement.
- j. **Grantee or their insurer** is required under these Specifications to provide Grantor and the City thirty (30) calendar days advance written notice directly of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- k. Failure to provide and maintain continuous coverage on the required lines of insurance herein shall constitute a material breach of this agreement.
- l. In addition to any other remedies Grantor may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, Grantor shall have the right to order Grantee to stop work until Grantee demonstrates compliance with the specifications hereof.
- m. Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its contractors or subcontractors' acts or omissions.
- n. Grantee agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "**A-** (**"A"**- minus)" and a **Financial Size Category** of a "**VII**" or better. All lines of insurance coverage shall be of an "Occurrence" type.

Grantor will accept worker's compensation coverage written by the Texas Workers Compensation Insurance Fund.

- o. Grantor reserves the right to review the above stated insurance specifications during the effective period of this agreement and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by Grantor's Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this agreement.

In no instance will Grantor and the City allow modification whereupon Grantor and the City may incur increased risk exposure.

2. **Certificate(s) of Liability Insurance ("Certificate") Requirements**

Prior to the commencement of any activities upon the Easement Area under this agreement, Grantee must submit its Certificate(s) of Liability Insurance in accordance with all of the following requirements:

- a. Grantee shall have completed by its insurance agent(s), a Certificate(s) providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.4) listed above.

- b. The original Certificate(s) or form must include the agent's original, stamped or typed-in signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; .
- c. Grantor will not accept Memorandum of Insurance or Binders as proof of insurance.
- d. Grantor may not access the Easement Area until such certificate(s) and endorsements have been received, reviewed and deemed 100% compliant with Grantor's Insurance Specifications by Grantor's Risk Management/Corporate Real Estate Department. No one other than the Grantor's Risk Manager shall have authority to waive any part of this requirement.
- e. The official agreement name (e.g. Pipeline Easement Agreement) **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate of Liability Insurance forms.

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER ETC.

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:

JAN 27 2012

Doc# 20120015289 Fees: \$64.00
01/27/2012 9:30AM # Pages 13
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS