

SOLICITATION NO: R-13-028-RA

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

9823 Marbach

**Site Visit: 9823 Marbach (front of property) January 29, 2014
at 10:30 a.m.**

Sealed Bid Due On: March 13, 2014 @ 2:00 PM (CT)

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
9823 Marbach
R-13-028-RA**

Sealed bids for the purchase of LAND (“SAWS LAND”) described below will be received by SAWS Contract Administration, 2800 U.S. Hwy 281 north, Customer Service Building, Suite 171, San Antonio, Texas 78212, until **2:00 PM, (CT) March 13, 2014** (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 March 7, 2014**. 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 March 13, 2014**, as part of supplemental information.

DESCRIPTION:

TRACT 1:

A tract of land containing 3.260 acres (142,003) square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, New City Block 15910 (formerly County Block 4333) in the City of San Antonio, being 2.350 acres (102,386 square feet) out of Lot 42, Block 8, LACKLAND CITY SUBDIVISION UNIT 148A, recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas, and also a 0.910 acre (39,617 square feet) of land out of that certain 100 acre Tract “B” recorded in Volume 6319, Page 429, Deed Records, Bexar County, Texas.

TRACT 2:

A tract of land containing 1.766 acres (76,907 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, New City Block 15910 (formerly County Block 4333) and being out of a 5.897 acres out of the remaining portion of that certain 6.807 acre Ellone Tract recorded in Volume 5942, Page 1733, Real Property Records, Bexar County, Texas.

LOCATION:

The property is a rectangular shaped parcel on the north side of Marbach Road in the northwest quadrant of SW Loop 410 and Highway 90 in San Antonio, Bexar County, Texas. Located on MAPSCO, page 612 grid E6.

Sealed bids are to be submitted on SAWS’ bid documents. **The bid documents contain the terms and conditions under which the property will be conveyed and prospective bidders should familiarize themselves with these bid documents. Such terms and conditions may include reservations of easement rights and water rights to the property.** Bid documents, property information and forms may be viewed and downloaded from SAWS’ website located at **WWW.SAWS.ORG/PROPERTY**, 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 Rosalee Arcos at **210-233-3894**, OR a hard copy can be obtained at SAWS’ OFFICE OF CONTRACT ADMINISTRATION, 2800 U.S. HWY 281 NORTH, CUSTOMER SERVICE BUILDING, SUITE 171, SAN ANTONIO, TEXAS 78212. **Incomplete bid forms may be rejected by SAWS and disqualified for consideration.**

9823 MARBACH
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. Make sure Exhibit B is signed. Also complete the information required in Section 23 of the Agreement.
- 2) Bid Deposit in the form of a cashier's check made payable to San Antonio Water System.
- 3) The bid package will consist of items 1 and 2 listed above, which should be enclosed in a sealed envelope, labeled “Bid for Purchase of SAWS Land – 9823 Marbach”.
- 4) Do not copy more than one page on a sheet of paper ----- no front and back copying.
- 5) Deliver the bid package to the SAWS address set forth in Section 3 of the Agreement on or before the Bid Due Date (2:00 p.m. on **Thursday, March 13, 2014**) as set forth in Section 5 of the Agreement.

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

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
9823 Marbach
SAWS BID SOLICITATION NO. R-13-028-RA

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

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

That tract(s) of land located in Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon.

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-13-028-RA) AT 9823 MARBACH" 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.

THERE IS A MINIMUM BID OF \$290,000.00 FOR THE SAWS LAND. ANY BID LESS THAN \$290,000.00 WILL BE AUTOMATICALLY REJECTED.

4. Bidder Inspection. **ANY PARTY INTERESTED IN SUBMITTING A BID FOR THE SAWS LAND MAY CONDUCT AN INSPECTION OF THE SAWS LAND ON THE DESIGNATED INSPECTION DAY, WHICH IS SCHEDULED FOR WEDNESDAY, JANUARY 29, 2014 AT 10:30 A.M.. PLEASE MEET AT FRONT OF THE PROPERTY. INSPECTIONS MAY ALSO BE CONDUCTED BY SPECIAL REQUEST BY CONTACTING:**

MR. BRUCE HABY cell 210-260-5930 OR
MR. STEVE CRAIG cell 210-367-9059

INTERESTED PARTIES SHOULD CHECK <http://www.saws.org/property>, (then click on the link "More" next to 9823 Marbach) FOR ADDITIONAL NOTICES CONCERNING THE INSPECTION DAY, INCLUDING ANY CHANGE IN THE DATE DUE TO WEATHER OR OTHER CONDITIONS. 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 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 **March 13, 2014** (the "Bid Deadline") at the address shown in paragraph 3. above.

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

7. Title Exceptions. The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, (iv) SAWS reservation of water rights relating to the SAWS Land and (v) an approximately 0.0372 acre easement reservation in favor of CPS Energy for existing electric line facilities on the SAWS Land described more particularly in the form of deed attached hereto in Exhibit "C" (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 two percent (2%) of the bid amount. **THERE IS A MINIMUM BID OF \$290,000.00 FOR THE SAWS LAND. ANY BID LESS THAN \$290,000.00 WILL BE AUTOMATICALLY REJECTED.** 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.

Without in any way limiting the foregoing, there is, to SAWS knowledge, an approximately 6 inch diameter water line (the "Water Line") located on the SAWS Land, the general location of which is shown in a map contained in Exhibit "D" attached hereto. The Water Line serves the SAWS Land and is a private lateral. Upon Closing, the maintenance and operation of the Water Line shall be the sole responsibility of the Successful Bidder. Successful Bidder accepts the Water Line in its As-Is condition. SAWS makes no representations concerning the condition or exact location of the Water Line. The provisions of this paragraph shall survive Closing.

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 the Reserved Electrical 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 will be on the first business day occurring seventy five (75) 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 is subject to the approval of the Board of Trustees of the San Antonio Water System. If such approval is not obtained on or before Closing, 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 (2.0%) brokerage fee or commission on the cash amount of the Bid Price (the "Commission") to the real estate agent representing the Successful Bidder for the SAWS Land. As a condition to SAWS' obligation to pay the Commission, Successful Bidder must identify Bidder's Broker in Section 23 below and attach to this Agreement upon submittal of the bid a copy of a written brokerage agreement by and between Bidder's Broker and Successful Bidder indicating Bidder's Broker's exclusive representation of Successful Bidder. The Successful Bidder represents and warrants that no broker other than Bidder's Broker as identified in Section 23 represents Successful Bidder and

Successful Bidder hereby agrees to defend, indemnify and hold harmless SAWS and COSA for any claims for a brokerage fee or commission, other than the Commission under the terms and conditions set forth hereinabove, resulting from this transaction. The Successful Bidder's obligation to indemnify under this Section 16 shall survive Closing.

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

18. Intentionally Deleted

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

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

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

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

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

or overnight delivery to such address, and such notice shall be deemed delivered upon such fax transmission with proof of transmission, placing in the mail, or upon such personal or overnight delivery:

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

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

b. Bidder As set out in Section 23 below.

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

23. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. R-13-028-RA
9823 Marbach, 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: _____

THERE IS A MINIMUM BID OF \$290,000.00 FOR THE SAWS LAND. ANY BID LESS THAN \$290,000.00 WILL BE AUTOMATICALLY REJECTED.

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" - "E" 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 9823 Marbach 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 _____, 201__.

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 _____, 201__.

[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 _____, 201__.

[Seal] _____
Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 201__.

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 _____, 201__.

Alamo Title Company

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

TRACT 1:

A tract of land containing 3.260 acres (142,003) square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, New City Block 15910 (formerly County Block 4333) in the City of San Antonio, being 2.350 acres (102,386 square feet) out of Lot 42, Block 8, LACKLAND CITY SUBDIVISION UNIT 148A, recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas, and also a 0.910 acre (39,617 square feet) of land out of that certain 100 acre Tract "B" recorded in Volume 6319, Page 429, Deed Records, Bexar County, Texas, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO AND INCORPORATED HEREIN.

TRACT 2:

A tract of land containing 1.766 acres (76,907 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, New City Block 15910 (formerly County Block 4333) and being out of a 5.897 acres out of the remaining portion of that certain 6.807 acre Ellone Tract recorded in Volume 5942, Page 1733, Real Property Records, Bexar County, Texas, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-2" ATTACHED HERETO AND INCORPORATED HEREIN.

EXHIBIT "A-1"

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N. B-235
SAN ANTONIO, TEXAS 78232
PHONE (810) 304-8511

FIELD NOTES
FOR
3.260 ACRES OF LAND

BEING 3.260 acres (142,003 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract 248, County Block 4333, Bexar County, Texas and being 2.350 acres (102,386 square feet) out of Lot 42, Block 8, Lackland City Subdivision Unit 148A recorded in Volume 9513, Page 43 of the Deed and Plat Records of Bexar County, Texas and also being 0.910 acres (39,617 square feet) of land out of that certain 100 acre Tract "B" recorded in Volume 6319, Page 429 of the Deed Records of Bexar County, Texas, said 3.260 acres of land fronting on the north right-of-way line of Marbach Road and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found on the north right-of-way line of Marbach Road, said iron pin being the southwest corner of said Lot 42 and the southwest corner of the tract described herein;

THENCE, North $01^{\circ}40'07''$ East, with and along a chain link fence and the west line of said Lot 42, a distance of 847.03 feet to a 1/2-inch iron pin found for corner;

THENCE, with and along the north line of said Lot 42 as follows:

South $89^{\circ}47'39''$ East a distance of 134.87 feet to a 1/2-inch iron pin found at the point of a curve to the right whose radius point bears South $00^{\circ}12'21''$ West;

In a southeasterly direction, with and along the arc of said curve to the right, whose radius is 74.00 feet, long chord bears South $81^{\circ}14'35''$ East 22.01 feet, interior angle is $17^{\circ}16'20''$ and arc distance is 22.09 feet to a 1/2-inch iron pin found at the point of tangency;

South $72^{\circ}41'19''$ East, at 45.00 feet passing a found 1/2-inch iron pin with a plastic cap at the northeast corner of said Lot 42, and continuing for a total distance of 55.42 feet to a 1/2-inch iron pin with a plastic cap set for corner;

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Page 2

THENCE, South 60°16'55" East a distance of 57.63 feet to a 1/2-inch iron pin with a plastic cap set for corner;

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THENCE, South 01°40'07" West, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap set on the north line of Marbach Road for corner;

THENCE, North 89°20'36" West, with and along the north line of Marbach Road and the south line of said Lot 42, a distance of 50.01 feet to the POINT-OF-BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: January 11, 1994

Job #001-155-00

VOL 5977 PG 0573

BROWN ENGINEERING CO.

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1600 CENTRAL PARKWAY N. S-235
SAN ANTONIO, TEXAS 78232
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FOR
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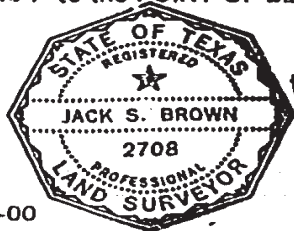
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THENCE North 01° 40' 07" East, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap found for the northwest corner of the herein described tract also being the southwest corner of a 0.910 acre tract out of said 6.807 acre tract for corner, said 0.910 acre tract being a part of a 3.260 acre tract which consists of 2.350 acres out of said Lot 42 and 0.910 acres out of said 6.807 acre tract;

THENCE South 88° 19' 54" East, with and along the south line of said 0.910 acre tract out of said 6.807 acre tract, a distance of 210.90 feet to a 1/2-inch iron pin with a plastic cap found for the northeast corner of the herein described tract;

THENCE South 01° 40' 07" West, a distance of 362.80 feet to a 1/2-inch iron pin with a plastic cap set on the north right-of-way line of Marbach Road, said point being South 89° 20' 20" East 1088.92' from the west right-of-way line of Ellison Drive, said point being the southeast corner of the herein described tract;

THENCE North 89° 20' 20" West, along the north right-of-way line of Marbach Road a distance of 210.94' to the POINT OF BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown
Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 21, 1994

Job No. 001-172-00

YOL 5301 FIG 026

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

TRACT 1:

A tract of land containing 3.260 acres (142,003) square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, New City Block 15910 (formerly County Block 4333) in the City of San Antonio, being 2.350 acres (102,386 square feet) out of Lot 42, Block 8, LACKLAND CITY SUBDIVISION UNIT 148A, recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas, and also a 0.910 acre (39,617 square feet) of land out of that certain 100 acre Tract "B" recorded in Volume 6319, Page 429, Deed Records, Bexar County, Texas, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO AND INCORPORATED HEREIN.

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FOR
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BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: January 11, 1994

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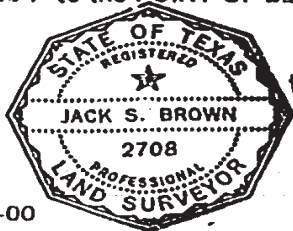
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BROWN ENGINEERING CO.

Jack S. Brown
Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 21, 1994

Job No. 001-172-00

YOL 5301 FIG 026

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(s) of land in Bexar County, Texas being more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Property").

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

Reservations from Conveyance: Grantor reserves from this conveyance:

- (i) a perpetual easement for the use, benefit and control of CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, a Municipal Board of the CITY OF SAN ANTONIO over and across the 0.0372 acre area more particularly described on Exhibit B attached hereto and made a part of for all purposes (the "Easement Area") for the purpose of inspecting, patrolling, constructing, reconstructing, maintaining, removing and replacing electrical lines and related appurtenances, together with (i) the right of ingress and egress over the Easement Area for the purpose of inspecting, patrolling, constructing, reconstructing, maintaining, removing and replacing said electrical lines and related appurtenances, (ii) the right to remove from the Easement Area by standard industry practices employed in vegetation management,

all trees, and parts thereof, and any vegetation or obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

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

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

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

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

By accepting this deed, Grantee acknowledges that the **PROPERTY IS BEING CONVEYED IN ITS PRESENT “AS IS” CONDITION AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR**

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

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

This conveyance is being made subject to ad valorem taxes for the year 2014 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 _____, 201__ by _____, _____ of the San Antonio Water System.

[Seal]

 Notary Public, State of Texas

ACCEPTED BY GRANTEE:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 201__
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

After recording, return to:

EXHIBIT A
TO FORM OF DEED WITHOUT WARRANTY

Property Description

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BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: January 11, 1994

Job #001-155-00

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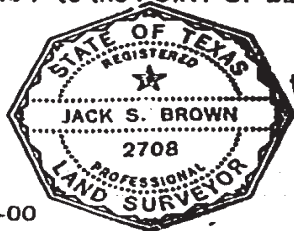
BEGINNING at a 1/2 inch iron pin found on the north right-of-way line of Marbach Road, said iron pin being the southeast corner of Lot 42, Block 8, Lackland City Subdivision Unit 142A recorded in Volume 9513, Page 43 of the Deed and Plat Records of Bexar County, Texas;

THENCE North 01° 40' 07" East, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap found for the northwest corner of the herein described tract also being the southwest corner of a 0.910 acre tract out of said 6.807 acre tract for corner, said 0.910 acre tract being a part of a 3.260 acre tract which consists of 2.350 acres out of said Lot 42 and 0.910 acres out of said 6.807 acre tract;

THENCE South 88° 19' 54" East, with and along the south line of said 0.910 acre tract out of said 6.807 acre tract, a distance of 210.90 feet to a 1/2-inch iron pin with a plastic cap found for the northeast corner of the herein described tract;

THENCE South 01° 40' 07" West, a distance of 362.80 feet to a 1/2-inch iron pin with a plastic cap set on the north right-of-way line of Marbach Road, said point being South 89° 20' 20" East 1088.92' from the west right-of-way line of Ellison Drive, said point being the southeast corner of the herein described tract;

THENCE North 89° 20' 20" West, along the north right-of-way line of Marbach Road a distance of 210.94' to the POINT OF BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown
Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 21, 1994

Job No. 001-172-00

YOL 5301 FIG 026

EXHIBIT B
TO FORM OF DEED WITHOUT WARRANTY

Easement Area

See following pages

**METES AND BOUNDS DESCRIPTION
28' ELECTRIC EASEMENT
OUT OF LOT 42, BLOCK 8, N.C.B. 15910**

Being a 0.0372 acre (1,621 square feet) 28' wide electric easement out of Lot 42, Block 8, New City Block 15910, Lackland City Subdivision, Unit 148-A, a subdivision in the City of San Antonio, thereof recorded in Volume 9513, Page 43, Deed and Plat Records (D.P.R.) of Bexar County, Texas (all records cited herein are recorded in Bexar County, Texas); said 0.0372 acre easement also being out of that certain 3.260 acre tract conveyed from Lackland Water Company, Ltd. To Bexar Metropolitan Water District by General Warranty Deed recorded in Volume 5977, Page 507, Official Public Records of Real Property (O.P.R.); said 0.0372 acre easement being more particularly described as follows, with all bearings bearing referenced to North American Datum of 1983, Texas State Plane Coordinate System, South Central Zone (4204):

COMMENCING at a found ½ iron rod with blue cap stamped "BMWD" on the north right-of-way (R.O.W.) line of Marbach Road (110' R.O.W.), same point also being the southeast corner of said Lot 42 and the southwest corner of a 1.766 acre tract conveyed from Ellone, Inc. to Bexar Metropolitan Water District by Special Warranty Deed recorded in Volume 6301, Page 24, D.P.R., thence, North 89° 35'46" West, along the common line of said R.O.W. and Lot 42, a distance of 10.00 feet to a point at the southwest corner of a 16' overhead electric, underground electric and telephone easement as shown on subdivision plat for Lackland City Subdivision, Unit 142, recorded in Volume 7200, Page 104, D.P.R., thence, North 01° 24'57" East, departing said common line, into and across said Lot 42, along the west line of said 16' easement, a distance of 332.06 feet to the **POINT OF BEGINNING** and southeast corner of the herein described easement;

Thence, departing said west line of easement, continuing into and across said Lot 42, the following four (4) calls:

South 45°07'21" West, a distance of 57.89 feet to a point, for the southwest corner of the herein described easement,

North 01°24'57" East, a distance of 40.52 feet to a point, for the northwest corner of the herein described easement,

North 45°07'21" East, a distance of 57.89 feet to a point, for the northeast corner of the herein described easement, and

South 01°24'57" West, a distance of 40.52 feet returning to the **POINT OF BEGINNING** and containing 0.0372 of an acre (1,621 square feet) of easement, more or less.

Job No. 2418-003-107
June 10, 2013

Certified this 10th day of June, 2013



Robert Anguiano, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6347
Vickrey & Associates, Inc.



Exhibit A

©Vickrey & Associates, Inc. 2013

R:\2418-003\Office\107\Metes and Bounds 06-10-13.docx

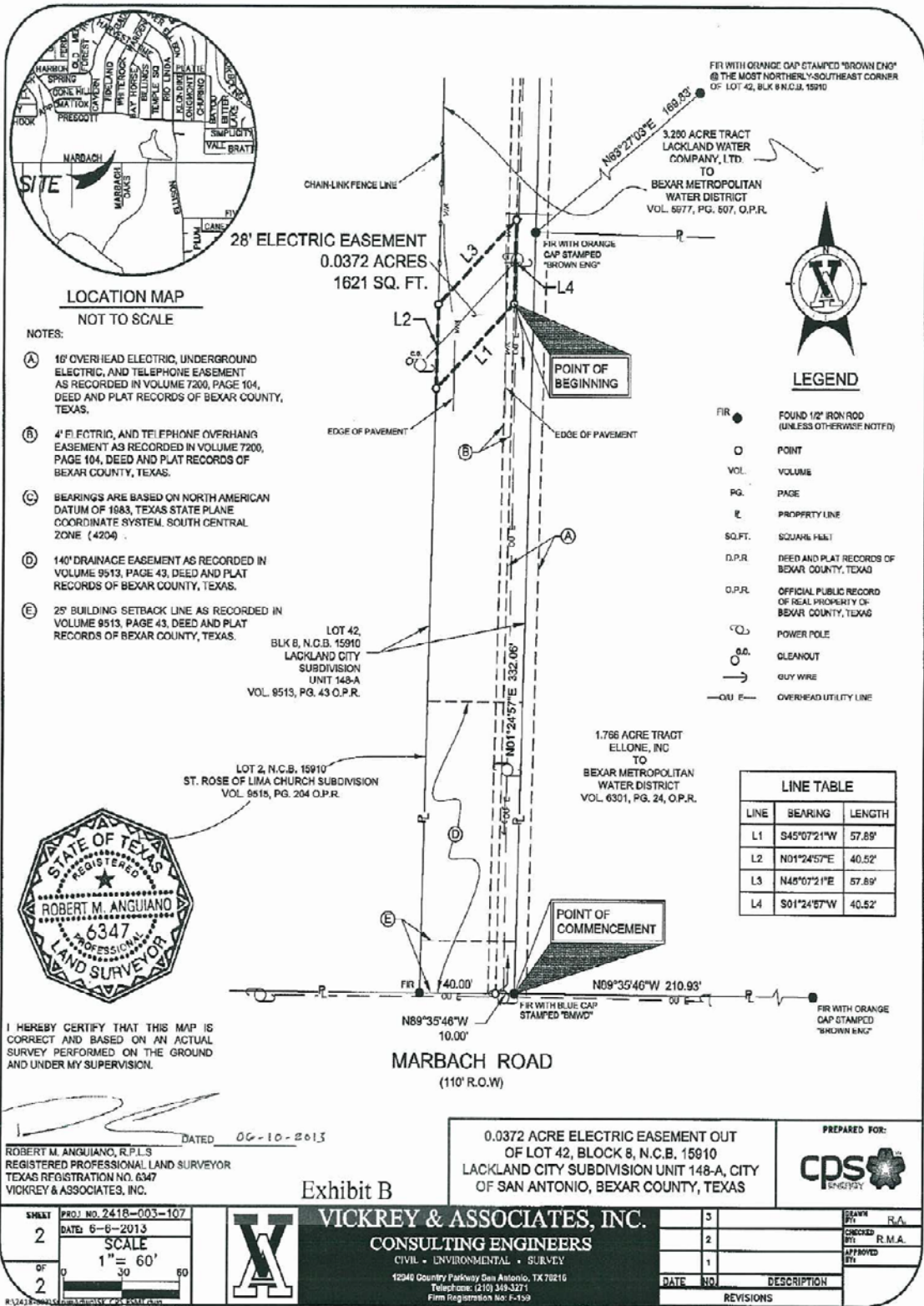


EXHIBIT “D”

TO PURCHASE AGREEMENT

(on following page)

029-Station No. 1 9823 Marbach Rd.

Fire Hydrant

General location
of the Building at
9823 Marbach

SAWS SURPLUS
PROPERTY
LOCATED AT
9823 MARBACH

6 inch water line

EXHIBIT "D"

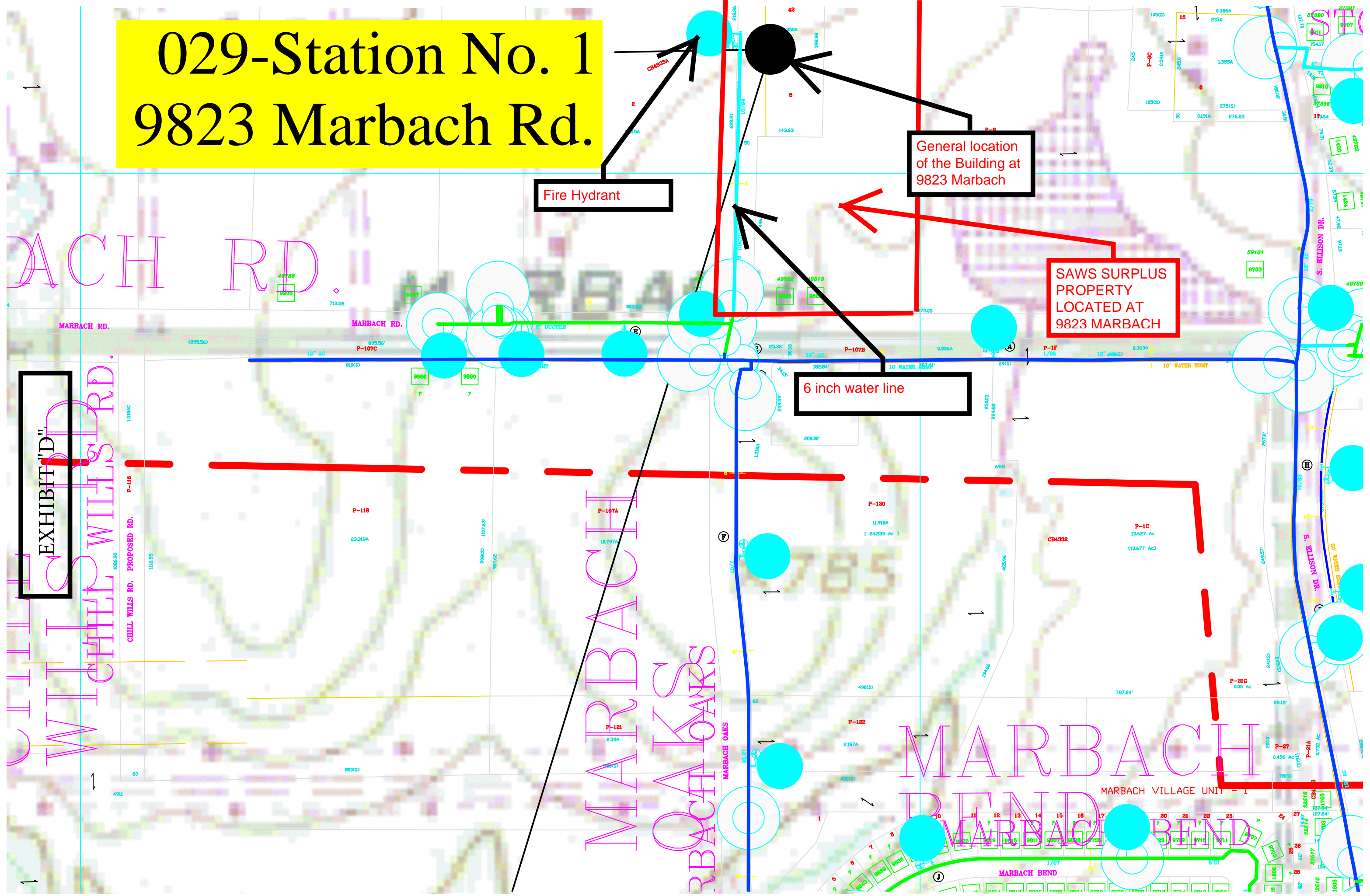


EXHIBIT "E"

LIST OF PROPERTY INFORMATION DOCUMENTS

BCAD

GIS Aerial Picture

Title Commitment

Plat recorded in Volume 9513, Page 43

Deed – Tract 1 - recorded in Volume 5977, Page 570 (Lackland Water Company, Ltd. to Bexar Metropolitan Water District)

Deed – Tract 2 - recorded in Volume 6301, Page 24 (Ellone, Inc. to Bexar Metropolitan Water District)

Deed – recorded in Volume 15414, Page 1147 (BexarMet to SAWS)

Electric Easement and Right-of-Way granted to San Antonio Public Service Company recorded in Volume 1801, Page 390, Deed Records, Bexar County, Texas pertaining to Tract 2

Appraisal

**Bexar County Appraisal District
Map and Data**

Bexar CAD

Property Search Results > Property ID 597201 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2013

Property Details			
Account Property ID: 597201 Geo. ID: 15910-000-1081 Type: Real Legal Description: NCB 15910 BLK LOT P-108A "HERITAGE NW" ANNEXATN			
Location Address: 9823 MARBACH RD Neighborhood: NBHD code15280 Mapsco: 612E6 Jurisdictions: <u>06, 08, 09, 10, 11, 21, 56, CAD</u>			
Owner Name: CITY OF SAN ANTONIO/SAN ANTONIO/WATER SYSTEM Address: ATTN MARK BREWTON PO BOX 2449 SAN ANTONIO, TX 78298-2449			
Property Appraised Value: \$0			
Map Layers Radius Search			

Website version: 1.2.2.0

Database last updated on: 10/21/2013 1:29 AM

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Bexar CAD

Property Search Results > 597201 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2013

Property

Account

Property ID: 597201 Legal Description: NCB 15910 BLK LOT P-108A "HERITAGE NW" ANNEXATN
 Geographic ID: 15910-000-1081 Agent Code:
 Type: Real
 Property Use Code: 5000
 Property Use Description: EXEMPT - TOTAL EXEMPT

Location

Address: 9823 MARBACH RD Mapsco: 612E6
 Neighborhood: NBHD code15280 Map ID:
 Neighborhood CD: 15280

Owner

Name: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM Owner ID: 113346
 Mailing Address: ATTN MARK BREWTON % Ownership: 100.0000000000%
 PO BOX 2449
 SAN ANTONIO, TX 78298-2449
 Exemptions: EX-XV

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/SAN ANTONIO WATER SYSTEM
 % 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	0.017798	\$0	\$0	\$0.00
09	ALAMO COM COLLEGE	0.149150	\$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
56	NORTHSIDE ISD	1.375500	\$0	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00
Total Tax Rate:		2.711239			
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	CSS	Commercial Store Site	1.7660	76926.96	0.00	0.00	\$0	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$0	0	0	\$0	\$0
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

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/1/2012 12:00:00 AM	Deed	Deed	BEXAR METRO WA	CITY OF SAN ANTC	15414	1147	20120055877
2		Deed	Deed		BEXAR METRO WA	6301	0024	0
3		Deed	Deed		BEXAR METRO WA	6301	0024	0

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2013 and prior year data current as of Oct 19 2013 9:59AM

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: 10/21/2013 1:29 AM

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Bexar CAD

Property Search Results > 597248 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2013

Property

Account

Property ID: 597248 Legal Description: NCB 15910 BLK 8 LOT 42 (LACKLAND CITY UT-148A) "HERITAGE NW" ANNEXATN
 Geographic ID: 15910-008-0420 Agent Code:
 Type: Real
 Property Use Code: 5300
 Property Use Description: EXEMPT - INDUSTRIAL BUILDING RESEARCH/ENGINEERING

Location

Address: 9823 MARBACH RD Mapsco: 612E6
 Neighborhood: NBHD code15270 Map ID:
 Neighborhood CD: 15270

Owner

Name: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM Owner ID: 113346
 Mailing Address: ATTN MARK BREWTON % Ownership: 100.0000000000%
 PO BOX 2449
 SAN ANTONIO, TX 78298-2449
 Exemptions: EX-XV

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/SAN ANTONIO WATER SYSTEM
 % 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	0.017798	\$0	\$0	\$0.00
09	ALAMO COM COLLEGE	0.149150	\$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
56	NORTHSIDE ISD	1.375500	\$0	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00
Total Tax Rate:					2.711239
					Taxes w/Current Exemptions: \$0.00
					Taxes w/o Exemptions: \$0.00

Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: 1296.0 sqft Value: \$0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	D	WD	1985	1296.0

Improvement #2: Commercial State Code: F1 Living Area: 3000.0 sqft Value: \$0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
325	DISTRBTN WAREHOUSE	S	SF	1986	3000.0

Improvement #3: Commercial State Code: F1 Living Area: 1600.0 sqft Value: \$0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
325	DISTRBTN WAREHOUSE	S	SF	1985	1600.0

Improvement #4: Commercial State Code: F1 Living Area: sqft Value: \$0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	*			17000.0

Improvement #5: Commercial State Code: F1 Living Area: sqft Value: \$0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S			960.0

Improvement #6: Commercial State Code: F1 Living Area: sqft Value: \$0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
STK	Storage Tank	*			6000.0

Improvement #7: Commercial State Code: F1 Living Area: sqft Value: \$0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
STK	Storage Tank	*			2000.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RER	Rear Lot	2.3500	102366.00	0.00	0.00	\$0	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		N/A	N/A	N/A	N/A	N/A
2013		\$0	\$0	0	0	\$0
2012		\$0	\$0	0	0	\$0
2011		\$0	\$0	0	0	\$0
2010		\$0	\$0	0	0	\$0
2009		\$0	\$0	0	0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/1/2012 12:00:00 AM	Deed	Deed	BEXAR METROPOI	CITY OF SAN ANTC	15414	1147	20120055877
2		Deed	Deed		BEXAR METRO WF	5977	0570	0

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Database last updated on: 10/21/2013 1:29 AM

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Bexar CAD

Property Search Results > Property ID 597184 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2013

Property Details		1: <input type="text" value="Zoom"/>	
Account			
Property ID:	597184		
Geo. ID:	15910-000-0095		
Type:	Real		
Legal Description:	NCB 15910 BLK LOT P-9E "HERITAGE NW" ANNEXATN		
Location			
Address:	9823 MARBACH RD		
Neighborhood:	NBHD code15270		
Mapsco:	612E6		
Jurisdictions:	<u>06</u> , <u>08</u> , <u>09</u> , <u>10</u> , <u>11</u> , <u>21</u> , <u>56</u> , CAD		
Owner			
Name:	CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM		
Address:	ATTN MARK BREWTON PO BOX 2449 SAN ANTONIO, TX 78298-2449		
Property			
Appraised Value:	\$0		
Map Layers			
Radius Search			

Website version: 1.2.2.0

Database last updated on: 10/21/2013 1:29 AM

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Bexar CAD

Property Search Results > 597184 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2013

Property

Account

Property ID: 597184 Legal Description: NCB 15910 BLK LOT P-9E "HERITAGE NW" ANNEXATN
 Geographic ID: 15910-000-0095 Agent Code:
 Type: Real
 Property Use Code: 099
 Property Use Description: VACANT LAND

Location

Address: 9823 MARBACH RD Mapsco: 612E6
 Neighborhood: NBHD code15270 Map ID:
 Neighborhood CD: 15270

Owner

Name: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM Owner ID: 113346
 Mailing Address: ATTN MARK BREWTON % Ownership: 100.0000000000%
 PO BOX 2449
 SAN ANTONIO, TX 78298-2449
 Exemptions: EX-XV

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/SAN ANTONIO WATER SYSTEM
 % 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	0.017798	\$0	\$0	\$0.00
09	ALAMO COM COLLEGE	0.149150	\$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
56	NORTHSIDE ISD	1.375500	\$0	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00
Total Tax Rate:		2.711239			
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	RER	Rear Lot	0.9100	39640.00	0.00	0.00	\$0	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$0	0	0	\$0	\$0
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

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/1/2012 12:00:00 AM	Deed	Deed	BEXAR METROPOI	CITY OF SAN ANTC	15414	1147	20120055877
2		Deed	Deed		BEXAR METRO WA	5977	0570	0

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2013 and prior year data current as of Oct 19 2013 9:59AM

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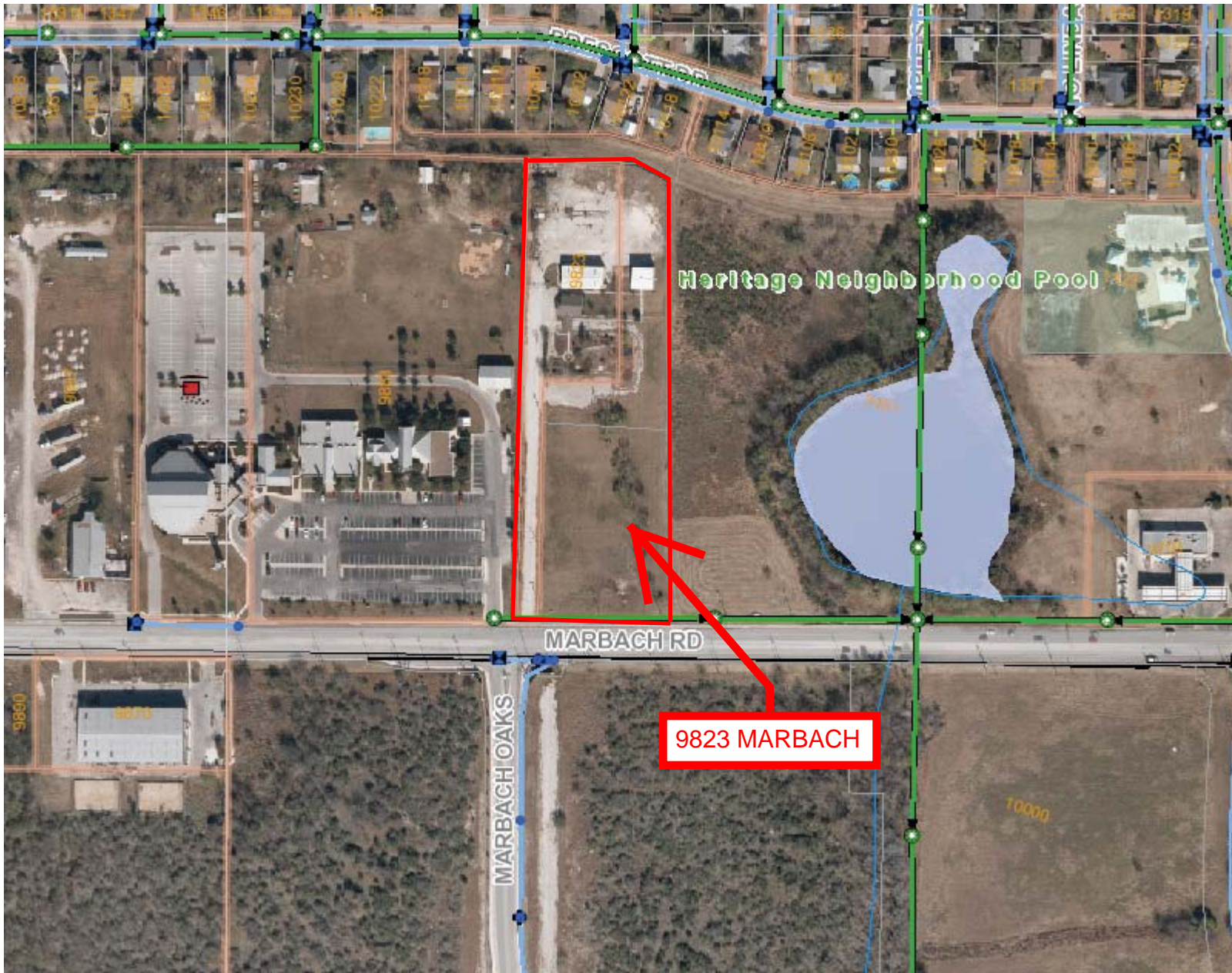
Website version: 1.2.2.2

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GIS Aerial Picture



- Water Pump
- ◆ Water Hydrant
- Water Valve
 - Air Release Valve
 - Blow Off Valve
 - Bypass Valve
 - Check Valve
 - Division Valve
 - ◆ Fire Hydrant Valve
 - ◆ Fire Line Valve
 - Interconnect Valve
 - Mainline Valve
 - Pressure Reducing Valve
 - Service Line Valve
 - Swing Tie valve
- ◆ Water Wells
- Water Fitting
- Water Mains
 - Drain Line Main
 - Fire Hydrant Branch
 - Water Distribution Main
 - Water Transmission
- Water Lateral
- Storage Unit
- Water Proposed Pumps
- ◆ Water Proposed Hydrants
- Water Proposed Valves
 - Air Release Valve
 - Blow Off Valve
 - Bypass Valve
 - Check Valve
 - Division Valve
 - ◆ Fire Hydrant Valve
 - ◆ Fire Line Valve
 - Interconnect Valve

0.1 0 0.05 0.1 Miles **Notes**

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Title Commitment

COMMITMENT FOR TITLE INSURANCE

9823 Marbach

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

Authorized Officer or Agent



ALAMO TITLE INSURANCE

By:
President

Attest:
Secretary

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. 4002001269

Commitment No.: Not Applicable issued: **May 20, 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:
Bexar Metropolitan Water District
4. Legal description of land:
See Exhibit A Attached

Exhibit A**Tract 1**

A tract of land containing 3.260 acres (142,003 square feet) of land out of the Antonio Funes Survey No. 358, Abstract No. 248, New City Block 15910 (formerly County Block 4333) in the City of San Antonio, being 2.350 acres (102,386 square feet) out of Lot 42, Block 8, LACKLAND CITY SUBDIVISION UNIT 148A, recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas, and also a 0.910 acre (39,617 square feet) of land out of that certain 100 acre Tract "B" recorded in Volume 6319, Page 429, Deed Records, Bexar County, Texas, said 3.260 acre tract being more particularly described in Exhibit "A-1", attached hereto and made a part hereof.

Tract 2

A tract of land containing 1.766 acres (76,907 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248 New City Block 15910 (formerly County Block 4333) and being out of a 5.897 acres out of the remaining portion of that certain 6.807 acre Ellone Tract recorded in Volume 5942, Page 1733, Real Property Records, Bexar County, Texas, said 1.766 acre tract being more particularly described in Exhibit "A-2", attached hereto and made a part hereof.

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.

EXHIBIT A-1

BEING 3.260 acres (142,003 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract 248, County Block 4333, Bexar County, Texas and being 2.350 acres (102,386 square feet) out of Lot 42, Block B, Lackland City Subdivision Unit 148A recorded in Volume 9513, Page 43 of the Deed and Plat Records of Bexar County, Texas and also being 0.910 acres (39,617 square feet) of land out of that certain 100 acre Tract "B" recorded in Volume 6319, Page 429 of the Deed Records of Bexar County, Texas, said 3.260 acres of land fronting on the north right-of-way line of Marbach Road and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found on the north right-of-way line of Marbach Road, said iron pin being the southwest corner of said Lot 42 and the southwest corner of the tract described herein;

THENCE, North 01°40'07" East, with and along a chain link fence and the west line of said Lot 42, a distance of 847.03 feet to a 1/2-inch iron pin found for corner;

THENCE, with and along the north line of said Lot 42 as follows:

South 89°47'39" East a distance of 134.87 feet to a 1/2-inch iron pin found at the point of a curve to the right whose radius point bears South 00°12'21" West;

In a southeasterly direction, with and along the arc of said curve to the right, whose radius is 74.00 feet, long chord bears South 81°14'35" East 22.01 feet, interior angle is 17°16'20" and arc distance is 22.09 feet to a 1/2-inch iron pin found at the point of tangency;

South 72°41'19" East, at 45.00 feet passing a found 1/2-inch iron pin with a plastic cap at the northeast corner of said Lot 42, and continuing for a total distance of 55.42 feet to a 1/2-inch iron pin with a plastic cap set for corner;

THENCE, South 60°16'55" East a distance of 57.63 feet to a 1/2-inch iron pin with a plastic cap set for corner;

THENCE, South 01°40'07" West a distance of 438.32 feet to a 1/2-inch iron pin with a plastic cap set for corner;

THENCE, North 88°19'54" West a distance of 210.90 feet to a 1/2-inch iron pin with a plastic cap set on the east line of said Lot 42 for corner;

THENCE, South 01°40'07" West, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap set on the north line of Marbach Road for corner;

THENCE, North 89°20'36" West, with and along the north line of Marbach Road and the south line of said Lot 42, a distance of 50.01 feet to the POINT-OF-BEGINNING.

Exhibit "A-2"

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1600 CENTRAL PARKWAY N. S-335
SAN ANTONIO, TEXAS 78232
PHONE (210) 484-5511

FIELD NOTES FOR 1.766 ACRES OF LAND

BEING 1.766 acres (76,907 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract 248, County Block 4333, Bexar County, Texas, and being out of 5.897 acres out of the remaining portion of that certain 6.807 acre Ellone Tract recorded in Volume 5942, Page 1733 of the Real Property Records of Bexar County, Texas, said 1.766 acres of land fronting on the north right-of-way line of Marbach Road and being more particularly described as follows:

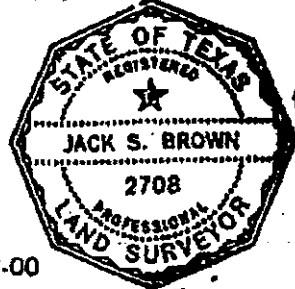
BEGINNING at a 1/2 inch iron pin found on the north right-of-way line of Marbach Road, said iron pin being the southeast corner of Lot 42, Block 8, Lackland City Subdivision Unit 142A recorded in Volume 9513, Page 43 of the Deed and Plat Records of Bexar County, Texas;

THENCE North $01^{\circ} 40' 07''$ East, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap found for the northwest corner of the herein described tract also being the southwest corner of a 0.910 acre tract out of said 6.807 acre tract for corner, said 0.910 acre tract being a part of a 3.260 acre tract which consists of 2.350 acres out of said Lot 42 and 0.910 acres out of said 6.807 acre tract;

THENCE South $88^{\circ} 19' 54''$ East, with and along the south line of said 0.910 acre tract out of said 6.807 acre tract, a distance of 210.90 feet to a 1/2-inch iron pin with a plastic cap found for the northeast corner of the herein described tract;

THENCE South $01^{\circ} 40' 07''$ West, a distance of 362.80 feet to a 1/2-inch iron pin with a plastic cap set on the north right-of-way line of Marbach Road, said point being South $89^{\circ} 20' 20''$ East 1088.92' from the west right-of-way line of Ellison Drive, said point being the southeast corner of the herein described tract;

THENCE North $89^{\circ} 20' 20''$ West, along the north right-of-way line of Marbach Road a distance of 210.94' to the POINT OF BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 21, 1994

Job No. 001-172-00

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. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume4 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas.
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. **Building Set-Back line, 25 feet wide, along Marbach Road property line, as shown on plat recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas. (Tract 1)**
 - b. **Private Sanitary Sewer Lateral easement, 10 feet wide, as shown on plat recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas. (Tract 1)**
 - c. **Electric and Telephone Overhang Easement, 4 feet wide, as shown on plat recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas. (Tract 1)**
 - d. **Drainage Easement, 140 feet wide, as shown on plat recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas. (Tract 1)**
 - e. **Stated interest in oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 6301, Page 24, Real Property Records of Bexar County, Texas; reference to which instrument is here made for all purposes. Title to said interest has not been investigated subsequent to date of aforesaid instrument. (Tract 2)**
 - f. **Electric Easement and Right-of-Way granted to San Antonio Public Service Company, as provided by instrument recorded in Volume 1801, Page 390, Deed Records, Bexar County, Texas. (Tract 2)**
 - g. **Overhead and Underground Electric and Telephone Easement, measuring 16 feet wide, located along west line of subject property, as provided by plat recorded in Volume 9513, Page(s) 43, Deed and Plat Records, Bexar County, Texas. (Tracts 1 and 2)**
 - h. **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.

- i. 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.

- j. Those liens created at closing, if any, pursuant to Lender's instructions.**
- k. Rights of Parties in Possession (Owner Policy Only)**
- l. Visible and apparent easements over and across subject property. (Owner Policy Only)**

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 February 24, 1994 at Volume 5977, Page 570(Tract 1) in deed recorded December 28, 1994 at Volume 6301, Page 24, of the Real Property Records of BEXAR County, Texas, wherein the grantee acquired subject property.**
6. **Seller of subject property is the Bexar Metropolitan Water District. The company requires a resolution authorizing current transaction.**
7. **If this transaction is a sale, determine the identity of purchaser and submit name to the examination department for a records check and update.**
8. **Conveyance by Bexar Metropolitan Water District.**

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

G.F. No. or File No. **4002001269**

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>
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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 entendario 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:

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.

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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:

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

UNA ESTE AVISO A SU POLIZA:

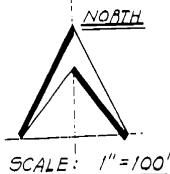
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Plat
Volume 9513, Page 43

Replat and Subdivision Plat Establishing LACKLAND CITY SUBDIVISION

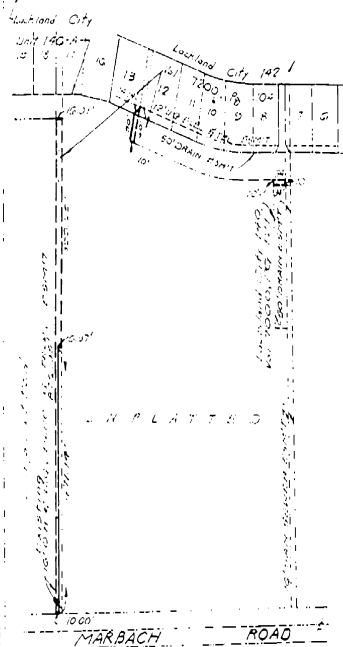
UNIT 148-A

BEING 25 1/3 ACRES OF LAND OUT OF
THE 4 FUENTES SURVEY NO 358
ABSTRACT 244, CB 4333 BEXAR COUNTY
TEXAS



LOCATION MAP

CURVE DATA					
NO	BEARING	CHORD	DELTA	RADIUS	LENGTH
1	S80°31'15" E	89.42	5°35'51"	695.00	190.01
2	N80°31'15" W	89.42	5°35'51"	705.00	192.74



AREA BEING REPLATTED THROUGH PUBLIC HEARING

THE AREAS BEING REPLATTED HAD BEEN PREVIOUSLY PLATTED AS PARTS OF LACKLAND CITY SUBDIVISION UNIT 140 AND LACKLAND CITY SUBDIVISION UNIT 141 AS RECORDED IN VOLUME 7000, PG 121, AND VOLUME 7200, PG 104 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

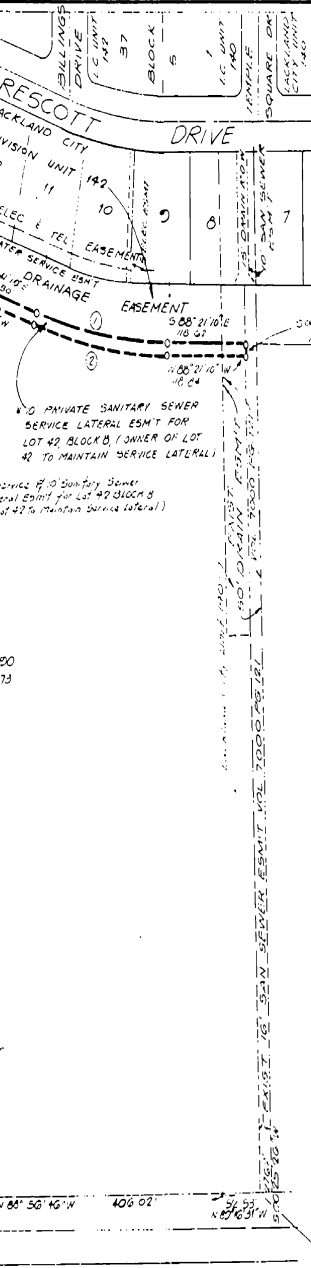
The undersigned County Judge of Bexar County, Texas and Planning Officer of the Commissioners Court of Bexar County, Bexar County, Texas hereby certify that the attached plat was duly filed with the Commissioners Court of Bexar County, Texas, and that after examination it appears that said plat is in conformity with the statutes, rules, and regulations governing same, and that this plat has been approved by the said Commissioners Court.

In this the _____ day of May, 1984
Robert D. Green
County Clerk, Bexar County, Texas

The City of San Antonio as a part of its electric and gas system (City Public Service) hereby dedicated the easements and right-of-way for electric and gas distribution and service facilities to the area designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines or transmission lines, each with the necessary appurtenances, together with the right of ingress and egress over grantor's adjacent land, the right to relocate said facilities within said easement and right-of-way areas, and the right to remove from said lands all trees or parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereon. It is agreed and understood that no buildings, concrete slabs, or walls will be placed within said easement areas.

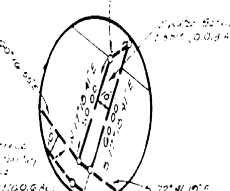
Any GPS necessary lines resulting from modifications required of GPS equipment, located within said easements, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations.

THE VALUE OF THE TWO SETS OF COORDINATES IDENTIFIED HEREON CONFORMS, IS TIED TO AND IS CONSISTENT WITH THE ACCURACY OF THE GRID COORDINATE VALUE FOR POWER POLES AS USED BY THE CITY OF SAN ANTONIO, TEXAS IN ITS ELECTRICAL DISTRIBUTION SYSTEM AND WHICH GRID COORDINATE VALUES RELATE TO THE LAMBERT CONFORMAL PROJECTION COORDINATES FOR THE STATE OF TEXAS, SOUTH CENTRAL ZONE THE BEARINGS SHOWN ON THIS PLAT DEMAND THAT THEY BE ROTATED 0° 06' 50" COUNTERCLOCKWISE TO BE COINCIDENT WITH A BEARING COMPUTED TO LIE BETWEEN THE TWO SETS OF COORDINATES IDENTIFIED HEREON



STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER NOTICE OF THIS HEARING WAS GIVEN TO ALL INTERESTED PARTIES TO THE MATTERS OF SAID LOT AND THAT ALL CLAIMS AND INTERESTS IN SAID LOT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL RELEVANT STATUTES IN THIS SUBDIVISION ORDINANCE EXCEPT FOR THOSE WARRANTIES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND



DETAIL A
SCALE 1" = 5'

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

VOL 9513
43

Deed – Tract 1
Lackland Water to BexarMet
Volume 5977, Page 570

93-077243 - RF - SATCO

GENERAL WARRANTY DEED 94- 0035017

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

That Lackland Water Company, Ltd., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No./100 Dollars (\$10.00) and other valuable cash consideration to Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Bexar Metropolitan Water District, ("Grantee"), eleven tracts of land containing a total of approximately 16.173 acres of land in Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes ("Property").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The estimated amount of ad valorem taxes on the Property for the year 1994 having been paid by Grantor to the date hereof, the responsibility for the payment of the actual ad valorem taxes on the Property is hereby retained by Grantor and is not assumed by Grantee.

This conveyance is made and accepted subject to the matters set forth in Exhibit "B" attached hereto and incorporated herein for all purposes, to the extent the same are valid and subsisting and affect the Property.

Executed this 22nd day of February, 1994.

Lackland Water Company, Ltd.
By: Ellfive, Inc., Its General Partner

By: [Signature]
Name: Jack Bierler
Title: Vice-President

Mailing Address of Grantee:

Name: Bexar Metropolitan Water District
Address: 2706 West Southcross
San Antonio, TX 78211

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 22 day of February, 1994, by Jack Bierler, Vice-President of Ellfive, Inc., on behalf of Lackland Water Company, Ltd.

[Signature]
Notary Public, State of Texas
My commission expires 12/31/96

My Commission Expires 12/31/96

AFTER RECORDING RETURN TO:

BEXAR METROPOLITAN WATER DISTRICT
2706 WEST SOUTH CROSS
SAN ANTONIO, TX 78211

EXHIBIT "A"

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N. B-235
SAN ANTONIO, TEXAS 78232
PHONE (810) 304-8511

FIELD NOTES
FOR
3.260 ACRES OF LAND

BEING 3.260 acres (142,003 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract 248, County Block 4333, Bexar County, Texas and being 2.350 acres (102,386 square feet) out of Lot 42, Block 8, Lackland City Subdivision Unit 148A recorded in Volume 9513, Page 43 of the Deed and Plat Records of Bexar County, Texas and also being 0.910 acres (39,617 square feet) of land out of that certain 100 acre Tract "B" recorded in Volume 6319, Page 429 of the Deed Records of Bexar County, Texas, said 3.260 acres of land fronting on the north right-of-way line of Marbach Road and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found on the north right-of-way line of Marbach Road, said iron pin being the southwest corner of said Lot 42 and the southwest corner of the tract described herein;

THENCE, North $01^{\circ}40'07''$ East, with and along a chain link fence and the west line of said Lot 42, a distance of 847.03 feet to a 1/2-inch iron pin found for corner;

THENCE, with and along the north line of said Lot 42 as follows:

South $89^{\circ}47'39''$ East a distance of 134.87 feet to a 1/2-inch iron pin found at the point of a curve to the right whose radius point bears South $00^{\circ}12'21''$ West;

In a southeasterly direction, with and along the arc of said curve to the right, whose radius is 74.00 feet, long chord bears South $81^{\circ}14'35''$ East 22.01 feet, interior angle is $17^{\circ}16'20''$ and arc distance is 22.09 feet to a 1/2-inch iron pin found at the point of tangency;

South $72^{\circ}41'19''$ East, at 45.00 feet passing a found 1/2-inch iron pin with a plastic cap at the northeast corner of said Lot 42, and continuing for a total distance of 55.42 feet to a 1/2-inch iron pin with a plastic cap set for corner;

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EXHIBIT "A"

Field Notes for 3.260 Acres
Page 2

THENCE, South 60°16'55" East a distance of 57.63 feet to a 1/2-inch iron pin with a plastic cap set for corner;

THENCE, South 01°40'07" West a distance of 438.32 feet to a 1/2-inch iron pin with a plastic cap set for corner;

THENCE, North 88°19'54" West a distance of 210.90 feet to a 1/2-inch iron pin with a plastic cap set on the east line of said Lot 42 for corner;

THENCE, South 01°40'07" West, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap set on the north line of Marbach Road for corner;

THENCE, North 89°20'36" West, with and along the north line of Marbach Road and the south line of said Lot 42, a distance of 50.01 feet to the POINT-OF-BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: January 11, 1994

Job #001-155-00

VOL 5977 PG 0573

EXHIBIT "A"

Lot 1, Block 2, Texas Research Park - WPF as recorded in Volume 9522, Page 48, Deed and Plat
Records of Bexar County, Texas.

VOL 5977 PG 0574



EXHIBIT "A" 3

POZNECKI - CAMARILLO and ASSOC., INC.
ENGINEERING SURVEYING PLANNING

**METES & BOUNDS DESCRIPTION
0.555 ACRE TRACT**

Being a 0.555 acre tract of land known as P-11, C.B. 5077, N.C.B. 15826 originally out of the Gertrudes Rodriguez Survey No. 132, Abstract No. 610, as recorded in Volume 4154, Page 553 of the Bexar County Deeds and Records and located in San Antonio, Bexar County, Texas. Said 0.555 acre tract being more particularly described as follows:

COMMENCING at a point in the southerly right-of-way line of Midcrown Drive at the westerly end of a 15 foot radius curve return from the west right-of-way line of Castle Cross Drive;

- THENCE N 00° 15' 30" E, 60.00 feet across Midcrown Drive to an angle point along the north right-of-way line of Midcrown Drive;
- THENCE N 89° 44' 30" W, 567.67 feet along said north right-of-way line to a found 1/2" iron pin for the POINT OF BEGINNING and the southeast corner of this tract;
- THENCE N 89° 44' 30" W, 243.91 feet, continuing along the north right-of-way line Midcrown Drive to a found 1/2" iron pin, for the southwest corner of this tract;
- THENCE N 45° 53' 52" E, 200.84 feet, leaving said right-of-way line and along the west line of this tract, also being the west line of a 75' wide easement to the Texas Pipeline Company and the east line of a 16' wide CPSB electric easement, to a found 1/2" iron pin for the northwest corner of this tract;
- THENCE S 89° 37' 26" E, 100.48 feet along said the north line of this tract to a found 1/2" iron pin for the northeast corner of this tract;
- THENCE S 00° 19' 27" W, 140.22 feet along the east line of this tract, returning to the north right-of-way line of Midcrown Drive and the POINT OF BEGINNING and containing 0.555 acres of land more or less;

Survey completed on November 3, 1993

Adalberto Camarillo
Registered Professional
Land Surveyor No. 3929

VOL 5977 PG 0575



EXHIBIT "A"

4/1

W.F. CASTELLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners

November 8, 1993
Job No. 39251.03

DESCRIPTION OF A 0.129-ACRE PARCEL OF LAND
WELL SITE NO. 9

A 0.129-acre parcel of land out of the J. H. Miller Survey No. 41, Abstract No. 487, County Block 5075, Bexar County, Texas; being out of a 101.606-acre tract (Tract 12) as recorded in Volume 5014, Pages 692-710, Official Public Records of Real Property of Bexar County; and being more particularly described as follows:

Beginning for point of reference at a Texas Department of Transportation concrete monument found on the northwest right-of-way line of Gibbs-Sprawl Road (R.O.W. varies, 100' minimum), said point being the south end of the cut-off line to the southwest right-of-way line New Walzem Road: thence N.85°01'00"W. a distance of 1068.63 feet to a 1/2" rebar with a Castella & Assoc. cap set for the POINT OF BEGINNING, and the east corner of this parcel;

THENCE S.52°57'37"W. a distance of 70.00 feet to a 1/2" rebar with a Castella & Assoc. cap set for the south corner of this parcel;

THENCE N.37°02'23"W., passing the northerly corner of a 0.386-acre easement at 42.00 feet, a total distance of 80.00 feet to a 1/2" rebar with a Castella & Assoc. cap set for the west corner of this parcel;

THENCE N.52°57'37"E. a distance of 70.00 feet to a 1/2" rebar with a Castella & Assoc. cap set for the north corner of this parcel;

THENCE S.37°02'23"E. a distance of 80.00 feet to the POINT OF BEGINNING and containing 0.129 of an acre or 5.600 (\pm 44) square feet of land, more or less.

VOL 5977 PG 0576

EXHIBIT "A"

6

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N., 8-238
SAN ANTONIO, TEXAS 78232
PHONE (210) 484-0511

L.C.W. CO.
WELL SITE #13
9731 BEAR CREEK DR.
STATE NO. AY-68-35-503

FIELD NOTES
FOR
0.472 ACRES OF LAND

BEING 0.472 acres (20,557 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, County Block 4333, Bexar County, Texas, being out of a 546.594 acre tract conveyed by deed recorded in Volume 6219, Page 139, Deed Records of Bexar County, Texas, said 0.472 acres of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found in the east right-of-way line of Saddlebrook Drive, at the southwest corner of Lot 1, Block 19, Lackland City Subdivision, Unit 151, recorded in Volume 7000, Pages 220 and 221, Deed and Plat Records of Bexar County, Texas, said POINT-OF-BEGINNING being the northwest corner of the herein described tract;

THENCE, North 89°45'34" East, along the south lines of Lots 1 and 2, Block 19, a distance of 119.25 feet to a 1/2-inch iron pin fitted with a plastic cap set for the northeast corner of the herein described tract, being at the northwest corner of a 0.211 acre tract recorded in Volume 3233, Page 1304, Real Property Records of Bexar County, Texas;

THENCE, South 00°14'26" East, along the east line of the herein described tract and the west line of said 0.211 acre tract, a distance of 167.94 feet to a 1/2-inch iron pin fitted with a plastic cap set in the north right-of-way line of Bear Creek Drive, at the southwest corner of said 0.211 acre tract and the southeast corner of the herein described tract, being in the arc of a curve whose radius point bears South 28°34'56" East 483.24 feet, whose interior angle is 02°46'06" and whose chord bears South 60°02'01" West 23.35 feet;

THENCE, in a southwesterly direction, along the arc of said curve and the north right-of-way line of Bear Creek Drive, a distance of 23.35 feet to a 1/2-inch iron pin fitted with a plastic cap set at the point of reverse curvature of a curve to the right whose radius point bears North 31°21'05" West 175.00 feet, whose interior angle is 24°21'02" and whose chord bears South 70°49'29" West 73.82 feet;

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EXHIBIT "A"

Field Notes for 0.472 Acres
Page 2

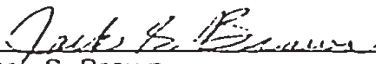
THENCE, in a southwesterly direction along the arc of said curve and the north right-of-way line of Bear Creek Drive, a distance of 74.38 feet to a 1/2-inch iron pin filled with a plastic cap set at the point of reverse curvature of a curve to the right, whose radius point bears North 07°00'00" West 5.00 feet, whose interior angle is 90°00'00" and whose chord bears North 52°00'00" West 7.07 feet;

THENCE, in a northwesterly direction along the arc of said curve, a distance of 7.85 feet to a 1/2-inch iron pin fitted with a plastic cap set in the east right-of-way line of Saddlebrook Drive;

THENCE, North 07°00'00" West, along the east right-of-way line of Saddlebrook Drive, a distance of 200.47 feet to the POINT-OF-BEGINNING.



BROWN ENGINEERING CO.



Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 10, 1993

Job #001-157-00

VOL 5977 PG0578

Exhibit A

6



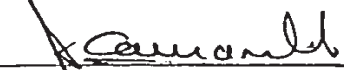
**METES AND BOUNDS DESCRIPTION
0.278 ACRE TRACT**

Being a 0.278 acre tract of land out of the C. Texada Survey No. 69, Abstract 737, located in C.B. 4332, Bexar County, Texas. Said 0.278 acre tract being more particularly described as follows:

COMMENCING at a found 1/2" iron pin in the west right of way line of Ellison Drive, being the southeast corner of Lot 1, Block 76, Lackland City Subdivision Unit 136 as recorded in Volume 9501, Pages 122-124 of the Bexar County Plat Records.

- THENCE S 00° 04' 47" W, 317.04 feet partially along said west right-of-way line and along an westerly line of a proposed access easement to a point for a corner;
- THENCE N 89° 42' 48" W, 64.43 feet along a northerly line of said access easement to a point on the east line of this tract;
- THENCE N 00° 01' 35" E, 5.00 feet to a set 1/2" iron pin for the northeast corner of this tract and the POINT OF BEGINNING;
- THENCE S 00° 01' 35" W, 110.00 feet to a set 1/2" iron pin at the southeast corner of this tract;
- THENCE N 89° 42' 48" W, 110.00 feet partially along the northerly line of a 28' wide electric easement to a set 1/2" iron pin for the southwest corner of this tract;
- THENCE N 00° 01' 35" E, 103.60 feet along the east line of a 12' wide electric easement to a set 1/2" iron pin at a point of deflection;
- THENCE N 00° 12' 18" E, 6.40 feet continuing along said easement line to a set 1/2" iron pin for the northwest corner of this tract;
- THENCE S 89° 42' 48" E, 109.98 feet leaving said easement to the POINT OF BEGINNING and containing 0.278 acres of land more or less.

Survey completed on November 8, 1993


 Adalberto Camarillo
 Registered Professional
 Land Surveyor No. 3929
 Job #93039
 Page 1 of 1



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EXHIBIT "A"

7

W.F. CASTELLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners

January 12, 1994
Job No. 36338.01

DESCRIPTION OF A 4.064-ACRE PARCEL OF LAND

A 4.064 acre parcel of land out of County Block 5073, being all of Lot 1, Camelot Subdivision Unit 50-A as recorded in Volume 8900, Page 29, Deed and Plat Records of Bexar County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the south right-of-way line of Montgomery Road (60' R.O.W.) at the northeast corner of said Lot 1; said point being the northeast corner of this parcel and the northwest corner of a variable width drain right-of-way in Camelot Townhouse Subdivision Unit 33 as recorded in Volume 7000, Pages 124-125, Deed and Plat Records of Bexar County, Texas;

THENCE in a southerly direction, along the common line between said Lot 1 and said drain right-of-way, the following courses:

S.25°26'48"E., a distance of 38.92 feet to a 1/2" rebar found for an angle point; and

S.17°01'30"W., a distance of 467.86 feet to a 1/2" rebar with Castella & Assoc. cap set at the south corner of said Lot 1 for the south corner of this parcel;

THENCE N.52°00'40"W., along a southwest line of said Lot 1 and a northeast line of a 75-foot wide drain right-of-way in said Camelot Townhouse Unit 33 and in Camelot Subdivision Unit 35 as recorded in Volume 7100, Page 198, Deed and Plat Records of Bexar County, Texas, a distance of 376.62 feet to a 1/2" rebar with Castella & Assoc. cap set for a point of curvature of a curve to the left;

THENCE northwesterly continuing along said southwest line of Lot 1 and along said curve having a radius of 248.00 feet, a central angle of 29°00'00", a tangent length of 64.14 feet and an arc distance of 125.52 feet to a 1/2" rebar with Castella & Assoc. cap set for an angle point;

THENCE N.50°59'23"W., continuing along said southwest line of Lot 1, a distance of 27.98 feet to a 1/2" rebar found on the curvilinear east right-of-way line of New World Drive (R.O.W. varies, 60' minimum) at a radial bearing of N.77°20'38"W., for the southwest corner of Lot 1 and of this parcel;

THENCE northerly, along the said east right-of-way lines of New World Drive, being the west lines of said Lot 1, the following courses:

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EXHIBIT "A"

Page 2

4.064 Acre

Along a curve to the right have a radius of 250.00 feet, a central angle of $02^{\circ}49'24''$, a tangent length of 6.16 feet and an arc distance of 12.32 feet to a 1/2" rebar with Castella & Assoc. cap set for a point of tangency;

N. $15^{\circ}28'51''$ E., a distance of 68.91 feet to a 1/2" rebar found for a point of curvature of a curve to the left;

Along said curve having a radius of 250.00 feet, a central angle of $06^{\circ}29'31''$, a tangent length of 14.18 feet and an arc distance of 28.33 feet to a 1/2" rebar found for a point of tangency;

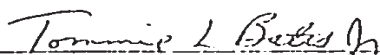
N. $08^{\circ}59'20''$ E., a distance of 87.44 feet to a 1/2" rebar found for a point of curvature of a curve to the right, being the southwest end of the curve return to the south right-of-way line of said Montgomery Road; and

Along said curve return having a radius of 25.00 feet, a central angle of $84^{\circ}31'50''$, a tangent length of 22.72 feet and an arc distance of 36.88 feet to a 3/4" rebar found on the south right-of-way line of Montgomery Road for a point of tangency;

THENCE S. $86^{\circ}28'50''$ E., along the said south right-of-way line of Montgomery Road, a distance of 486.36 feet to the POINT OF BEGINNING and containing 4.064 acres or 177,039 (± 4) square feet of land, more or less.

The basis of bearing recited herein is based on the Subdivision Plat of Camelot Subdivision Unit 50-A, recorded in Volume 8900, Page 29, Deed and Plat Records of Bexar County, Texas. This description was prepared from a survey made on the ground under my supervision. There is a plat of survey of even date.

W.F. CASTELLA & ASSOCIATES, INC.


Tommie L. Bates, RPLS #4244

VOL 5977 PG 0581

EXHIBIT "A"

8

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N., 5-205
SAN ANTONIO, TEXAS 78202
PHONE (210) 404-0011

L.C.W. CO.
WELL SITE #16
10371 TIPPECANOE DR.
STATE NO. AY-68-35-505

FIELD NOTES
FOR
0.448 ACRES OF LAND

BEING 0.448 acres (19,500 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract No. 248, County Block 4333, Bexar County, Texas, and out of Block 67, Lackland City Subdivision Unit 180, recorded in Volume 9500, Page 170 of the Deed and Plat Records of Bexar County, Texas, said 0.448 acres of land also being all of Lot 1 and fronting on the north line of Tippecanoe Drive and the east line of Fillmore Drive and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pin found on the east line of Fillmore Drive, said point being North 00°11'57" West 150.00 feet from the intersection of the north line of Tippecanoe Drive, said point being the northwest corner of said Lot 1, Block 67 and the herein described tract;

THENCE, North 89°48'03" East, along the north line of said Lot 1, Block 67 and the south line of Lot 76, Block 67, Lackland City Subdivision Unit 192 recorded in Volume 9515, Page 100 of the Deed and Plat Records of Bexar County Texas, and Lot 41, Block 67, Lackland City Subdivision Unit 191 recorded in Volume 9512, Page 47 of the Deed and Plat Records of Bexar County, Texas a distance of 130.00 feet to a 1/2-inch iron pin found on the northeast corner of said Lot 1, Block 67 and the herein described tract;

THENCE, South 00°11'57" East, along the east line of said Lot 1, Block 67 and the west line of Lot 2, Block 67, Lackland City Subdivision Unit 180, recorded in Volume 9500, Page 170 of the Deed and Plat Records of Bexar County, Texas, a distance of 150.00 feet to a 1/2-inch iron pin found on the north line of said Tippecanoe Drive, said point being the southeast corner of said Lot 1, Block 67 and the herein described tract;

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EXHIBIT "A"

Field Notes for 0.448 Acres
Page Two

THENCE, South 89°48'03" West along the north line of said Tippecanoe Drive and the south line of said Lot 1, Block 67, a distance of 130.00 feet to a 1/2-inch iron pin with a plastic cap set on the intersection of the east line of Fillmore Drive, said point being the southwest corner of said Lot 1, Block 67 and the herein described tract;

THENCE, North 00°11'57" West, along the east line of Fillmore Drive a distance of 150.00 feet to the POINT-OF-BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 10, 1993

Job #001-157-00

VOL 5977 PG 0583



POZNECKI • CAMARILLO and ASSOC., INC.
ENGINEERING SURVEYING PLANNING

9

**METES AND BOUNDS
DESCRIPTION 0.591 ACRE TRACT**

Being a 0.591 acre tract of land out of a 325.647 acre tract of land out of a 927.660 acre tract of land out of the Antonio Fuentes Survey No. 358, Abstract 248, CB 4333 and the William T. Neil Survey No. 62, Abstract 544, CB 5197, Bexar County, Texas. Said 0.591 acre tract of land being the same land described as 0.590 acre tract in a deed recorded in volume 4154, page 553 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows;

Commencing at the point of intersection of the southerly right of way line of Marbach Road with the easterly right-of-way line of Bexar Springs Drive:

THENCE N 60° 11' 40" E, 137.96 feet along said southerly right of way line of Marbach Road to a point;

THENCE N 35° 56' 23" W, 303.78 feet, crossing Marbach Road, into said 325.647 acre tract, and within a 75' wide Valero Gas pipeline easement recorded in Volume 6059, Page 367 of the Deed and Plat Records of Bexar County, Texas, to a ½" iron pin found for the southeast corner of this tract and the POINT OF BEGINNING;

THENCE S 54° 03' 37" W, 128.61 feet, crossing the westerly line of said easement at 2.4 feet, to a ½" iron pin set for the southwest corner of this tract;

THENCE N 35° 56' 23" W, 200.00 feet to an X chiseled in a concrete drive for the northwest corner of this tract;

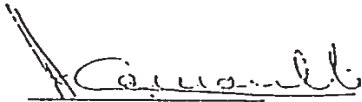
THENCE N 54° 03' 37" E, 128.61 feet along what should be the south line of lot 47, block 1 of the Big Country Subdivision Unit 7, recorded in volume 9505, page 1-46 of the Deed and Plat Records of Bexar County, Texas, again crossing the westerly line of the Valero gas pipeline easement at 126.9 feet, to a ½" iron pin, found for the northwest corner of this tract;

Page 1 of 2
Job# 93039-00
December 17, 1993

VOL 5977 PG 0584

THENCE S 35° 56' 23" E, 200.00 feet within said easement, to the POINT OF BEGINNING and containing 0.591 acres of land more or less.

Survey completed on 17 December 1993.



Adalberto Camarillo
Registered Professional
Land Surveyor No. 3929



AC/mt
Page 2 of 2
Jo# 93039-00
December 17, 1993

VOL 5977 PG 0585



EXHIBIT "A"

10

W.F. CASTELLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners

November 17, 1993
Job No. 37457.01

PRELIMINARY DESCRIPTION OF A 4.060-ACRE PARCEL OF LAND

A 4.060-acre parcel of land partially out of the J.F.A. Scott Survey No. 323, Abstract No. 676, County Block 5050 and partially out of the Richard Bushel Survey No. 325, Abstract No. 46, County Block 5052, Bexar County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the west right-of-way line of New World Drive (60' R.O.W.) at the northeast corner of Lot 89, Block 16, Camelot Subdivision Unit 46 as recorded in Volume 8000, Pages 218-219, Deed and Plat Records of Bexar County, for the southeast corner of this parcel;

THENCE S.82°35'20"W., along the north line of said Lot 89, a distance of 119.47 feet to a 1/2" rebar with Castella & Assoc. cap set at the northwest corner of said Lot 89, said point being on the east line of Lot 67, Block 16, Camelot Subdivision Unit 47 as recorded in Volume 7900, Page 168, Deed and Plat Records of Bexar County; said point also being the southwest corner of this parcel;

THENCE northerly and northwesterly, along the perimeter of said Block 16, Camelot Unit 47, the following courses:

N.07°22'40"W. a distance of 55.51 feet to a 1/2" rebar with Castella & Assoc. cap set on a curve at a radial bearing of S.83°12'50"W.;

Along said curve to the right having a radius of 807.12 feet, a central angle of 05°45'17" and a tangent length of 40.57 feet, an arc distance of 81.07 feet a chord bearing of N.03°54'32"W., and chord length of 81.03 feet to a 3/4" rebar found for an angle point in the east lines of Lot 66, said Block 16, Camelot Unit 47 and of this parcel;

N.31°21'44"W., along the northeast line of said Block 16, a distance of 468.23 feet to a 1/2" rebar found at the north corner of Lot 50, said Block 16, Camelot Unit 47, said point also being on the southeast right-of-way line of Wendt Way Drive (60' R.O.W.) for the most westerly corner of this parcel;

THENCE N.58°42'10"E., along the southeast right-of-way line of said Wendt Way Drive, a distance of 344.26 feet to a 1/2" rebar found at the point of curvature of the curve return to the southwest right-of-way line of O'Connor Road (86' R.O.W.);

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EXHIBIT "A"

Page 2
4.060-acres

THENCE easterly, along said curve return to the right having a radius of 15.00 feet, a central angle of $62^{\circ}24'05''$ and a tangent length of 9.08 feet, an arc distance of 16.34 feet, a chord bearing of $N.89^{\circ}54'12''E.$, and chord length of 15.54 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of tangency; said point being on the southwest right-of-way line of O'Connor Road;

THENCE $S.58^{\circ}53'45''E.$, along the southwest right-of-way line of said O'Connor Road, a distance of 222.30 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of curvature of the curve return to the west curvilinear right-of-way line of said New World Drive;

THENCE southerly, along said curve return to the right having a radius of 15.00 feet, a central angle of $96^{\circ}26'06''$ and a tangent length of 16.79 feet, an arc distance of 25.25 feet, a chord bearing of $S.10^{\circ}40'42''E.$, and chord length of 22.37 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of reverse curvature;

THENCE in a southerly direction, along said west right-of-way line of New World Drive, the following courses:

Along said curve to the left having a radius of 687.12 feet, a central angle of $44^{\circ}57'01''$ and a tangent length of 284.26 feet, an arc distance of 539.07 feet, a chord bearing of $S.15^{\circ}03'50''W.$, and chord length of 525.35 feet to a 1/2" rebar with Castella & Assoc. cap set at the point of tangency; and

$S.07^{\circ}24'40''E.$ a distance of 55.51 feet to the POINT OF BEGINNING and containing 4.060 acres or 176,838 (± 44) square feet, more or less.

VOL 5977 PG 0587

EXHIBIT "A"
FIELD NOTES
FOR

A 2.000 acre tract, or 87,051 square feet of land, out of the Thomas York Survey No. 201½, Abstract No. 825, C.B. 4400, and the B.D.B. & C.R.R. Survey No. 390, Abstract No. 94, C.B. 4393, and being out of a 139.744 acre tract as recorded in Volume 2356, Page 942, and out of a 145.025 acre tract as recorded in Volume 2356, Page 962 of the Deed Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING: At a point for the northeasterly corner of the said 145.025 acre tract and proceeding in a westerly direction along the northerly line of the 145.025 acre tract as follows:

S 80°43'40" W, a distance of 614.83 feet to an angle point:

THENCE: S 80°45'15" W, a distance of 489.15 feet continuing along the said northerly line of the 145.025 acre tract to a nail found in concrete for northeasterly corner and POINT OF BEGINNING of the herein described tract of land:

THENCE: S 09°12'55" E, departing said northerly line, a distance of 295.42 feet to a nail found in concrete, the southeasterly corner of the herein described tract:

THENCE: S 80°47'05" W, a distance of 295.00 feet to a nail set in concrete for the southwesterly corner of the herein described tract of land:

THENCE: N 09°12'55" W, a distance of 295.00 feet to a found ¼" iron rod on the northerly line of the said 139.744 acre tract of land, said point being the northwesterly corner of the herein described tract of land:

THENCE: N 80°47'05" E, a distance of 218.50 feet along the said northerly line of the 139.744 acre tract to an angle point at the northeasterly corner of the 139.744 acre tract of land, said point also being the northwesterly corner of the aforementioned 145.025 acre tract, and proceeding along the northerly line of the 145.025 acre tract as follows:

N 79°49'02" E, a distance of 23.07 feet to an angle point:

THENCE: N 80°45'15" E, continuing along the said northerly line of the 145.025 acre tract of land, a distance of 53.44 feet to the POINT OF BEGINNING and containing 2.00 acres of land, more or less.

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EXHIBIT "B"

1. Restrictive covenants of record in Volume 9513, Page 43, Bexar County Deed and Plat Records. (Tract 1) Volume 3891, Page 425; Volume 5224, Page 638; Volume 5224, Page 752; Volume 5763, Page 1030; Volume 5763, Page 1041; and Volume 5763, Page 1023, Bexar County Real Property Records. (Tract 2) Volume 2781, Page 363, Bexar County Real Property Records. (Tract 8) Volume 3517, Page 1779, and Volume 4066, Page 1, Bexar County Real Property Records. (Tract 11)
2. Overhead Electric and Underground Electric and Telephone Easement, 16 feet wide, Electric and Telephone Overhang Easement, 4 feet wide, Drainage Easement, 140 feet wide, Building setback line, 25 feet wide, along Marbach Rd. property line and Private Sanitary Sewer Lateral Easement, 10 feet wide, as shown on plat recorded in Volume 9513, Page 43, Deed and Plat Records of Bexar County, Texas. (Tract 1)
3. Variable Width Drainage Easement, and Sanitary Control Easement, as shown on plat recorded in Volume 9522, Page 48, Deed and Plat Records of Bexar County, Texas. (Tract 2)
4. Terms and provisions of instrument recorded in Volume 5089, Page 1205, Real Property Records of Bexar County, Texas. (Tract 2)
5. Terms and provisions of instrument recorded in Volume 5266, Page 988, Real Property Records of Bexar County, Texas. (Tract 2)
6. Easement to Southwestern Bell Telephone Co., provided by instrument recorded in Volume 4610, Page 1266, Real Property Records of Bexar County, Texas. (Tract 2)
7. Electric Easement to the City of San Antonio, provided by instrument recorded in Volume 4640, Page 334, Real Property Records of Bexar County, Texas, and as shown on plat recorded in Volume 9522, Page 48, Deed and Plat Records of Bexar County, Texas. (Tract 2)
8. Undivided 1/3 of all oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 3891, Page 425, of the Real Property Records of Bexar County, Texas. (Tract 2)
9. All oil, gas and other minerals of every character in and under the herein described property, conveyed by instrument recorded in Volume 2247, Page 287, of the Deed Records of Bexar County, Texas. (Tract 2)
10. Terms and provisions of Industrial Development and Non-Annexation Agreement with the City of San Antonio recorded in Volume 3943, Page 1740, of the Real Property Records of Bexar County, Texas. (Tract 2)

EXHIBIT "B"

11. Terms and provisions of Fire Service Agreement with the City of San Antonio recorded in Volume 3943, Page 1725, of the Real Property Records of Bexar County, Texas. (Tract 2)
12. Texas Pipeline Company Easement, 30 feet wide, provided by instrument recorded in Volume 5979, Page 928, Bexar County Deed Records. (Tract 3)
13. C.P.S.B. Electric Easement, 16 feet wide, provided by instrument recorded in Volume 6700, Page 30, Deed and Plat Records of Bexar County, Texas. (Tract 4)
14. Telephone Easement, 10 feet wide, as shown on plat recorded in Volume 7000, Pages 220 thru 221, Deed and Plat Records of Bexar County, Texas. (Tract 5)
15. Drainage Easement, as shown on plat recorded in Volume 9501, Pages 122 thru 124, Bexar County Deed and Plat Records. (Tract 6)
16. Overhand Easement, measuring 14 feet wide, located along Montgomery Road, and building setback line, 25 feet wide, along Montgomery Road and New World Drive property lines, as shown on plat recorded in Volume 8900, Page 29, Bexar County Deed and Plat Records. (Tract 7)
17. San Antonio River Authority Sanitary Sewer Easement, 16 feet wide, provided by instrument recorded in Volume 6113, Page 896, Bexar County Deed Records. (Tract 7)
18. Electric, Gas, Telephone and Cable TV Easement, 12 feet wide, along the north line of the herein described property, Electric Overhang Easement, 9 feet wide, along east line of the herein described property, and building setback line, 20 feet wide, along south property line, as shown on plat recorded in Volume 9500, Page 170, Bexar County Deed and Plat Records. (Tract 8)
19. Cable TV Easement within dedicated utility easements or rights-of-way recorded in Volume 2326, Page 328, Volume 2416, Page 294 and Volume 2897, Page 993, Bexar County Real Property Records. (Tract 8)
20. Drainage Easement, 5 feet wide, along rear lot line, as provided by instrument recorded in Volume 2781, Page 363, Real Property Records of Bexar County, Texas. (Tract 8)
21. Interceptor Drain Easement, 13.6 feet wide, provided by instrument recorded in Volume 7900, Page 168, Deed and Plat Records of Bexar County, Texas. (Tract 10)

VOL:5977 PG:0590

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 23819 ON THE DATE AND AT THE PLACE STATED HEREIN. IT IS AND WAS ONLY RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS ON:

FEB 28 1994



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

Deputy - Catherine Revilla

Doc/Num : 94-0035017
Doc/Mgmt : 6.00
Recording : 43.00
Receipt #: 23819

At 3:55pm

On Feb 24 1994

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

VOL 5977 PG 591

**Deed – Tract 2
Ellone, Inc. to BexarMet
Volume 6301, Page 24**

311335 415

SPECIAL WARRANTY DEED

DATE: December 28, 1994

GRANTOR: ELLONE, INC.

94-0225207

GRANTOR'S
MAILING ADDRESS: 4800 Fredericksburg Road
San Antonio, Texas 78229
Bexar County

GRANTEE: Bexar Metropolitan Water District

GRANTEE'S
MAILING ADDRESS: 411 Carlisle
San Antonio, Texas 78285
Bexar County

CONSIDERATION: \$10.00 and other good and valuable cash
consideration.

PROPERTY (including any improvements):

The real property in Bexar County, Texas described on Exhibit
"A" attached hereto and incorporated herein (the "Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY
("Permitted Exceptions"):

1. All oil, gas and other minerals in, on or under the
Property, are hereby reserved unto Grantor. Grantor, its
successors and assigns, waives any and all rights to use
the surface estate of the Property in connection with any
exploration, development or production of the oil, gas or
other minerals reserved.
2. Those matters set forth on Exhibit "B" attached hereto
and incorporated herein.

Grantor, for the consideration and subject to the Permitted
Exceptions, grants, sells, and conveys to Grantee the Property,
together with all and singular the rights and appurtenances thereto
in any wise belonging, to have and hold it to Grantee, Grantee's
successors and assigns forever. Grantor hereby binds Grantor and
Grantor's successors to warrant and forever defend all and singular
the Property to Grantee and Grantee's successors and assigns
against every person whomsoever lawfully claiming or to claim the
same or any part thereof by, through or under Grantor but not
otherwise, and except as to the Permitted Exceptions. Any implied
covenants or warranties are expressly disclaimed and excluded by
this Special Warranty Deed.

VOL 630 | PG 024

Ad valorem taxes and assessments on the Property are prorated to the date hereof and all obligations for payment of ad valorem taxes and assessments are assumed by Grantee.

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

GRANTOR:

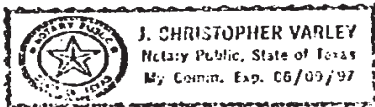
ELLONE, INC.

By: *John T. Crone III*

Name Printed: John T. Crone III
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 28th day of December, 1994 by John T. Crone III, Vice President of Ellone, Inc., a corporation, on behalf of said corporation.



J. Christopher Varley
Notary Public, State of Texas
Name: J. CHRISTOPHER VARLEY
Commission Expires: 6-9-97

EXHIBITS:

Exhibit "A" - Property Description
Exhibit "B" - Permitted Exceptions

AFTER RECORDING RETURN TO GRANTEE AT:

Bexar Metropolitan Water District
411 Carlisle
San Antonio, Texas 78285

AR00915/agurcas
12/22/94/1
15642.0004

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1600 CENTRAL PARKWAY N. S-235
SAN ANTONIO, TEXAS 78232
PHONE (210) 464-5511

FIELD NOTES
FOR
1.766 ACRES OF LAND

BEING 1.766 acres (76,907 square feet) of land out of the Antonio Fuentes Survey No. 358, Abstract 248, County Block 4333, Bexar County, Texas, and being out of 5.897 acres out of the remaining portion of that certain 6.807 acre Ellone Tract recorded in Volume 5942, Page 1733 of the Real Property Records of Bexar County, Texas, said 1.766 acres of land fronting on the north right-of-way line of Marbach Road and being more particularly described as follows:

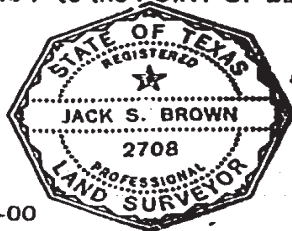
BEGINNING at a 1/2 inch iron pin found on the north right-of-way line of Marbach Road, said iron pin being the southeast corner of Lot 42, Block 8, Lackland City Subdivision Unit 142A recorded in Volume 9513, Page 43 of the Deed and Plat Records of Bexar County, Texas;

THENCE North $01^{\circ} 40' 07''$ East, with and along the east line of said Lot 42, a distance of 366.51 feet to a 1/2-inch iron pin with a plastic cap found for the northwest corner of the herein described tract also being the southwest corner of a 0.910 acre tract out of said 6.807 acre tract for corner, said 0.910 acre tract being a part of a 3.260 acre tract which consists of 2.350 acres out of said Lot 42 and 0.910 acres out of said 6.807 acre tract;

THENCE South $88^{\circ} 19' 54''$ East, with and along the south line of said 0.910 acre tract out of said 6.807 acre tract, a distance of 210.90 feet to a 1/2-inch iron pin with a plastic cap found for the northeast corner of the herein described tract;

THENCE South $01^{\circ} 40' 07''$ West, a distance of 362.80 feet to a 1/2-inch iron pin with a plastic cap set on the north right-of-way line of Marbach Road, said point being South $89^{\circ} 20' 20''$ East 1088.92' from the west right-of-way line of Ellison Drive, said point being the southeast corner of the herein described tract;

THENCE North $89^{\circ} 20' 20''$ West, along the north right-of-way line of Marbach Road a distance of 210.94' to the POINT OF BEGINNING.



BROWN ENGINEERING CO.

Jack S. Brown

Jack S. Brown
Registered Professional Land Surveyor #2708
DATE: December 21, 1994

Job No. 001-172-00

YOL 5301 FIG 026

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. All oil, gas and other minerals in, on or under the Property, which are reserved unto Grantor. Grantor, its successors and assigns, waives any and all rights to use the surface estate of the Property in connection with any exploration, development or production of the oil, gas or other minerals reserved.
2. Electric Easement and Right of Way granted to San Antonio Public Service Company, as provided by instrument recorded in Volume 1801, Page 390, Bexar County Deed Records.
3. Overhead and Underground Electric and Telephone Easement, measuring 16 feet wide, located along west line of subject property, as provided by plat recorded in Volume 9513, Page 43, Deed and Plat Records of Bexar County, Texas.

VOL 6301 PG0027

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

On Dec 28 1994

At 4:56pm

Receipt #: 97359
Recording: 9.00
Doc/Mgmt: 6.00

Doc/Run : 94- 0225207

Deputy -Deborah Greiner

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 Record of Bexar County, Texas on:



DEC 30 1994

Robert D. Green

COUNTY CLERK BEXAR CO.

YOL 6301 160028

Deed
TCEQ (Bexar Met) to COSA
Volume 15414, Page 1147

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

DEED, WATER DEED AND TRANSFER OF REAL PROPERTY INTERESTS

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

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

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

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

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

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

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

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

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

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

Signature and acknowledgement on following page

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

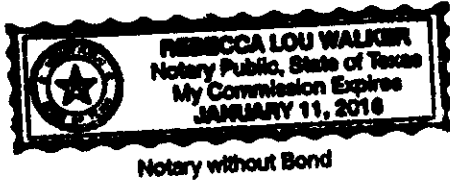
By: [Signature]
Printed Name: Mark Vickery
Title: Executive Director

STATE OF TEXAS §
 §
COUNTY OF Travis §

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

[Seal]

[Signature]
Notary Public, State of Texas



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

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

Doc# 20120055877 Fees: \$24.00
03/27/2012 10:18AM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

MAR 27 2012

[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

Easement
Volume 1801, Page 390

STATE OF TEXAS:

COUNTY OF BEXAR: BEFORE ME, the undersigned authority, on this day personally appeared

David G. Cadena known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 23rd day of July A.D. 1940.

Seal:

Roy Leifeste
Notary Public Bexar County, Texas.

Filed for record Dec. 20, 1940 at 12:54 P.M.

Albert G. Trawalter County Clerk Bexar County, Texas. By Andres Coy Jr. deputy

Recorded Dec. 27, 1940 at 8:35 A.M.

Albert G. Trawalter County Clerk Bexar County, Texas. By John Kaufman deputy

EG-20

No. 228663

Mrs. Lillie Kriewald

EASEMENT AND RIGHT OF WAY

S.A. PUBLIC SERVICE

CO.

G 3211 Sta. 300

Roy

POLE LINE RIGHT OF WAY AGREEMENT

STATE OF TEXAS:

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: THAT MRS. LILLIE KRIEWALD AND _ for and

in consideration of 1.00 Dollars (\$1.00) to me (us) in hand paid by the San Antonio Public Service Company, receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances at or near the location and along the general course now located and staked out by the said Company over, across and upon the following described lands located in Bexar County, Texas, to-wit: Pole line as staked across my property from the Joe Nentwich farm north to the Kallison farm. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of way for the purposes of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. TO HAVE AND TO HOLD the above described easement and rights unto the said company, its successors and assigns, until said line shall be abandoned. And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand this 8th day of July A.D. 1940.

Mrs. Lillie Kriewald

STATE OF TEXAS:

COUNTY OF BEXAR: BEFORE ME, the undersigned authority, on this day personally appeared

Lillie Kriewald known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 8th day of July A.D. 1940.

Seal:

Roy Leifeste
Notary Public Bexar County, Texas.

Filed for record Dec. 20, 1940 at 12:54 P.M.

Albert G. Trawalter County Clerk Bexar County, Texas. By Andres Coy Jr. deputy

Recorded Dec. 27, 1940 at 9:00 A.M.

Albert G. Trawalter County Clerk Bexar County, Texas. By John Kaufman deputy

EG-50

No. 228664

W.L. Nentwich

EASEMENT AND RIGHT OF WAY
POLE LINE RIGHT OF WAY AGREEMENT

S.A. PUBLIC SERVICE CO.

STATE OF TEXAS:

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: THAT WILLIE L. NENTWICH and _ for and in

consideration of one Dollars (\$1.00) to me (us) in hand paid by the San Antonio Public Service Company, receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances at or near the location and along the general course now located and staked out by the said company over; across and upon the following described lands located in Bexar County, Texas, to-wit: Pole line on my property from the Wilke farm north to the end of the land and thence east to the Barrett farm. TOGETHER with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purposes of constructing, reconstructing, inspecting patrolling, hanging new wires on, maintaining and removing said line and appurtenances; right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. TO HAVE AND TO HOLD the above described easement and rights unto the said company, its successors and assigns, until said line shall be abandoned. And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand this 24th day of April, A.D. 1940.

W.L. Nentwich.

STATE OF TEXAS:

COUNTY OF BEXAR: BEFORE ME, the undersigned authority, on this day personally appeared Willie L. Nentwich known to me to be the person whose name is (are) subscribed to the foregoing instrument and acknowledged to me that _ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 24th day of April A.D. 1940.

Seal:

Roy Leifeste
Notary Public Bexar County, Texas.

Filed for record Dec. 20, 1940 at 12:54 P.M.

Albert G. Trawalter County Clerk Bexar County, Texas. Andres Coy Jr. deputy

Recorded Dec. 27, 1940 at 9:25 A.M.

Albert G. Trawalter County Clerk Bexar County, Texas. By Las Kaufman deputy

EG-20

No. 228672 |
Paul Mueller

EASEMENT AND RIGHT OF WAY S.A. PUBLIC SERVICE CO.
POLE LINE RIGHT OF WAY AGREEMENT

STATE OF TEXAS:

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: THAT I, Herbert F. Mueller for Paul Mueller father _ and for and in consideration of one Dollars (\$1.00) to me in hand paid by the San Antonio Public Service Company, receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances at or near the location and along the general course now located and staked out by the said company over, across and upon the following described lands located in Bexar County, Texas, to-wit: One anchor on my property west of the Scenic Loop Estates approx 530 ft. north west of lot 6 of the Estates to hold the line serving Stanley Sanders, Woods & the Scenic Loop Water Co. Inc. TOGETHER with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purposes of constructing, reconstructing, inspecting, patrolling, hanging new wires on; maintaining and removing said line and appurtenances; the right to remove from said lands all trees and parts thereof or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted.

Appraisal – May 16, 2012

**MARKET VALUE APPRAISAL
OFFICE WAREHOUSE BUILDINGS
9823 MARBACH ROAD
SAN ANTONIO, BEXAR COUNTY, TEXAS**

**DATE OF APPRAISAL: MAY 16, 2012
APPRAISAL FILE NO.: 1205053**

Prepared For:

**MR. STEVEN L. CRAIG
CORPORATE REAL ESTATE
SAN ANTONIO WATER SYSTEM
P.O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449**

Prepared By:

**DUGGER, CANADAY, GRAFE, INC.
Real Estate Consultants and Appraisers
111 Soledad, Suite 800
San Antonio, Texas 78205**

Richard L. Dugger, MAI, CRE
R. Don Canaday, MAI, SRA
Paul P. Grafe, MAI, CCIM
Merrill E. Swanson, ARA
Travis R. Taylor, MAI

Debra S. Runyan, MAI
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Brett E. Weatherbie
Clinton J. Bendele
Johnathan P. Burda
Kyle R. Schroeder
Mary E. Douglas
Garrett T. Houdmann
Ariel L. Schmitt

May 23, 2012

Mr. Steven L. Craig
Corporate Real Estate
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

Re: Office/warehouse buildings located at
9823 Marbach Road, San Antonio,
Bexar County, Texas.

Dear Mr. Craig:

As requested, Dugger, Canaday, Grafe, Inc. (hereafter referred to as Dugger/Canaday) has completed a market value appraisal of the above referenced office and two metal warehouse buildings (situated on 5.026 acres of land). The property is currently owned by San Antonio Water System.

According to the Bexar County Appraisal District, the office building was developed circa 1985; the building contains approximately 1,399 square feet of gross building area. The development also includes two metal warehouse buildings which contain 3,040 and 1,600 square feet, respectively. Approximately 40% of the building's area is air conditioned space. The metal warehouses have a clear height of approximately 14 feet with grade level overhead doors. The overall condition of the development is fair to average.

Per the market analysis which has been completed, the estimated market value of the appraised office warehouse development located at 9823 Marbach Road, as of May 16, 2012, is:

**TWO HUNDRED NINETY THOUSAND DOLLARS
(\$290,000)**

Thank you for the opportunity to complete this appraisal assignment. If we may be of further assistance, please do not hesitate to contact our firm.

Respectfully Submitted,
Dugger, Canaday, Grafe, Inc.



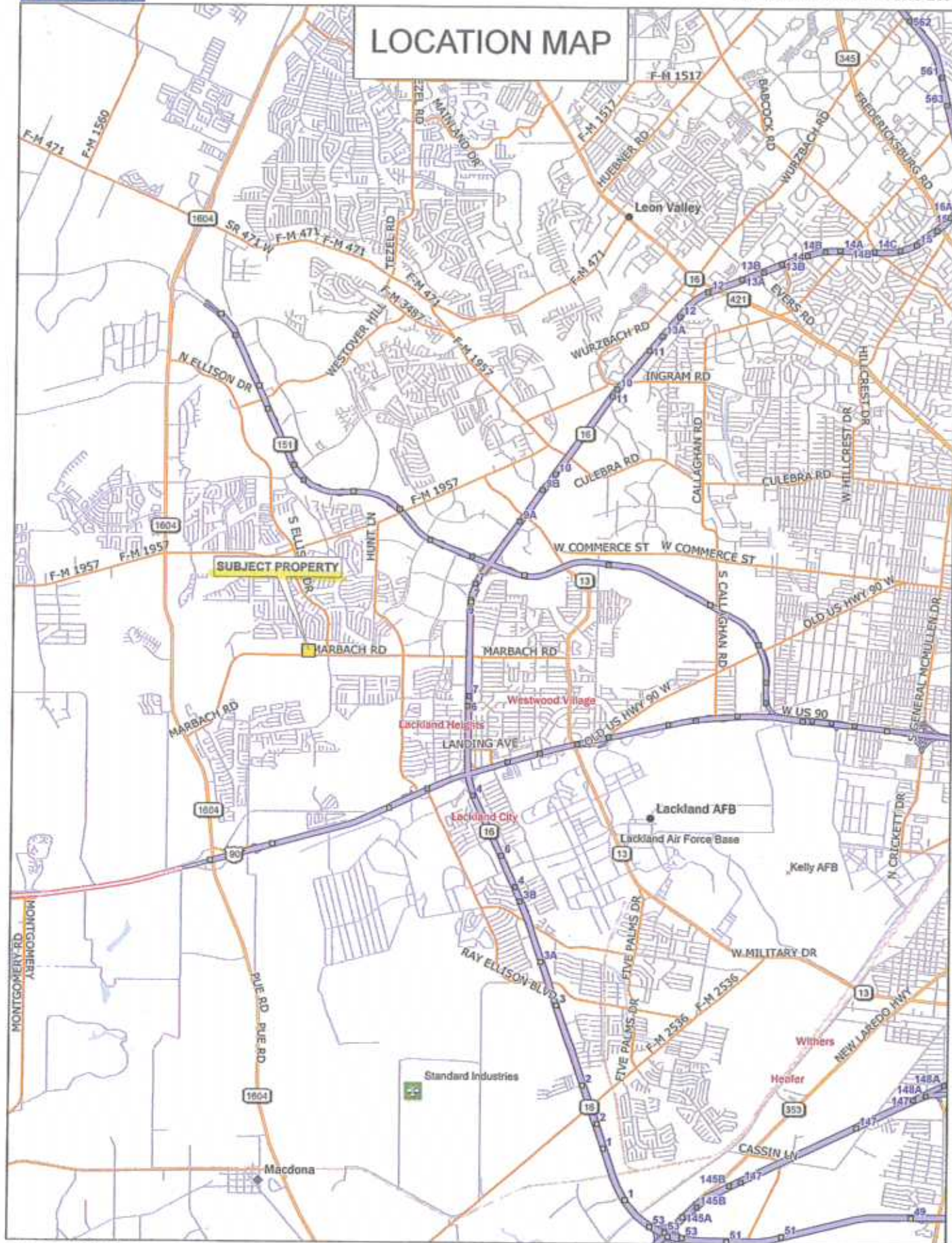
Richard L. Dugger, MAI, CRE
State Certified General
Real Estate Appraiser
TX-1321050-G



Cynthia C. Beard
State Certified General
Real Estate Appraiser
TX-1321095-G

1205053 CB/mt

LOCATION MAP



Data use subject to license.

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www.delorme.com



**PHOTOGRAPHS OF THE APPRAISED PROPERTY
(Taken May 16, 2012)**



View of the front entry of the single-story office building.



View of the drive-thru teller window
located on the south side of the building.



View of the warehouse buildings located to the north and west of the office building.



View of the drive-thru teller window.



View of an office located in the one-story office building.



Interior view of the office building.



View of the metal warehouse building located along the northeastern portion of the site.



View of the east side of the metal warehouse looking south.



View of the second floor loft located in the northeast metal warehouse building.



View of the yard area to the north of the metal warehouse buildings.



View of the yard area looking northwest.



View of the east side of the larger metal warehouse building (containing 3,040 square feet).



Interior view of the warehouse with stairway leading to loft area.



Interior view of the warehouse area.



Interior view of the finished space
in the 3,040 metal warehouse.



View of the subject site looking southeast
from the northwest portion of the property.



View of one of the fuel tanks looking northwest.



View of the second fuel tank looking west.



View of the SAWS sewer line man hole located near the northwest corner of the property.



View of the driveway located along the western side of the property looking south.



View of the property looking north from Marbach Road; subject improvements located in background.



Marbach Road looking east; subject property on left side of photograph.



Marbach Road looking west.



View of the front portion of the site looking southeast from the west boundary of the property.

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EXECUTIVE SUMMARY REPORT
9823 Marbach Road
San Antonio, Texas

Client: San Antonio Water System

Valuation Date: May 16, 2012

Date of Inspection: May 16, 2012

Date of Report Preparation: May 23, 2012

Legal Description: Lot 42, Parcel 9E, Parcel-108A, New City Block 15910, Heritage NW Annexation, City of San Antonio, Bexar County, Texas.

Current Ownership: San Antonio Water System

Appraised Property: The subject property consists of a 1,399 square foot single-story office building along with a 3,040 square foot metal mechanics shop as well as a 1,600 square foot metal warehouse. The gross building area totals 6,039 square feet. Portions of each of the warehouse buildings are air conditioned and the finished air conditioned ratio is approximately 40-45%. The office building is constructed on a concrete slab foundation with wood frame and painted wood panel with rock trim exterior walls and composition shingle roof. The interior finish of the office building has average quality construction and is in fair to average condition.

Intended Use: To assist the client in establishing market value for asset valuation purposes.

Intended User: San Antonio Water System

Objective of This Assignment:

To develop an opinion of market value of the stated interest in the subject property. "Market value" is defined as follows: Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Interest Valued:

Fee simple estate.

Conditions of the Assignment:

Extraordinary Assumptions:

The appraised property includes two underground fuel tanks. This appraisal is based upon the assumption that there are no soil or

¹ As published in the Federal Register, in accordance with Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), 12 CFR 564.2(f), as adopted August, 1990.

subsoil characteristics, including any sort of environmental contamination which would adversely impact the site. If environmental contamination is present, the value conclusion contained herein may change.

Hypothetical Conditions:

None.

Scope of Work:

In preparing this appraisal report, the appraisers:

- toured the appraised buildings. In addition, the appraisers analyzed the surrounding west San Antonio neighborhood/market area;
- gathered information with reference to comparable office/warehouse building sales, building leases, etc.;
- confirmed comparable sales and lease information with at least one of the parties of the transaction; and
- analyzed the data and applied the Sales Comparison Approach and the Income Approach. The Cost Approach is not particularly appropriate due to the age of the improvements and difficulty in estimating depreciation.

Report Option:

This appraisal is communicated in a summary appraisal report.

Property History:

The appraised property is currently owned by San Antonio Water System. San Antonio Water System acquired the property through the transfer from Bexar Metropolitan Water District, March 1, 2012. The deed is recorded in Volume 15414, Page 1147 of the Bexar County Deed Records.

CHARACTERISTICS RELEVANT TO THE VALUATION PROBLEM

Market Area Analysis

The appraised property is located in the far west sector of San Antonio along the north side of Marbach Road approximately one half mile west of the intersection of Ellison Drive and Marbach Road. Marbach Road intersects with major thoroughfares including Loop 1604 to the west as well as Loop 410 and Military Drive to the east.

Development in the immediate market area mostly includes single-family residential developments located just off thoroughfares including Marbach Road, Ellison Drive and Hunt Lane.

General neighborhood boundaries include State Highway 151 to the north, U.S. Highway 90 to the south, Loop 1604 to the west and Loop 410 to the east. State Highway 151 is a newer expressway connecting U.S. Highway 90 with Loop 410 and Loop 1604. The appraised property is located in the south central quadrant of the neighborhood. The appraised property is located approximately 10 miles west of the Central Business District of San Antonio.

The neighborhood is in the mid stages of growth and development. Properties surrounding the appraised property include:

- | | |
|---------------|---|
| To the North: | Single-family residential development. |
| To the South: | Vacant land fronting the south side of Marbach Road with single-family residential development off of secondary thoroughfares including Marbach Oaks Drive. |
| To the West: | St. Rose of Lima Catholic Church. |
| To the East: | A vacant tract of land followed by retail development located further west closer to Marbach's intersection with Hunt Lane. |

Limited light industrial development is found in the immediate subject neighborhood. The majority of surrounding development includes retail development closer to Marbach Road's intersection with thoroughfares such as Hunt Lane and Loop 410 with single-family residential development located off the north and south sides of Marbach Road. Secondary commercial development in proximity to the appraised property includes self-storage facilities and vacant, undeveloped commercial tracts of land.

Appraised Site Analysis

Location:	The appraised property is located at 9823 Marbach Road, San Antonio, Texas.
Size:	A survey of the property was not provided. According to Bexar County Appraisal District, the appraised site contains a total of 5.026 acres.
Frontage/Depth:	The site has approximately 250 feet of frontage along the north side of Marbach Road; the average depth is approximately 850 feet.
Shape:	Near rectangular.
Access/Visibility:	Average/Average
Topography:	The site slopes slightly downward from the north property line to the south/southeast.
Utilities:	Public utilities are available.
Zoning:	"C-2", Commercial
Floodplain:	The site appears to be located outside the 100-year floodplain per FEMA Map Panel No. 48029C0370G, dated September 29, 2010.
Comments:	The appraised improvements are situated along the rear (north) one third of the property. An asphalt drive extends to the rear of the site along the property's west boundary line. Chain-link security fencing extends along the north boundary line as well as a portion of the east and west boundary lines.

A zoning and floodplain map are located on the following pages.

ZONING MAP
9823 MARBACH RD.



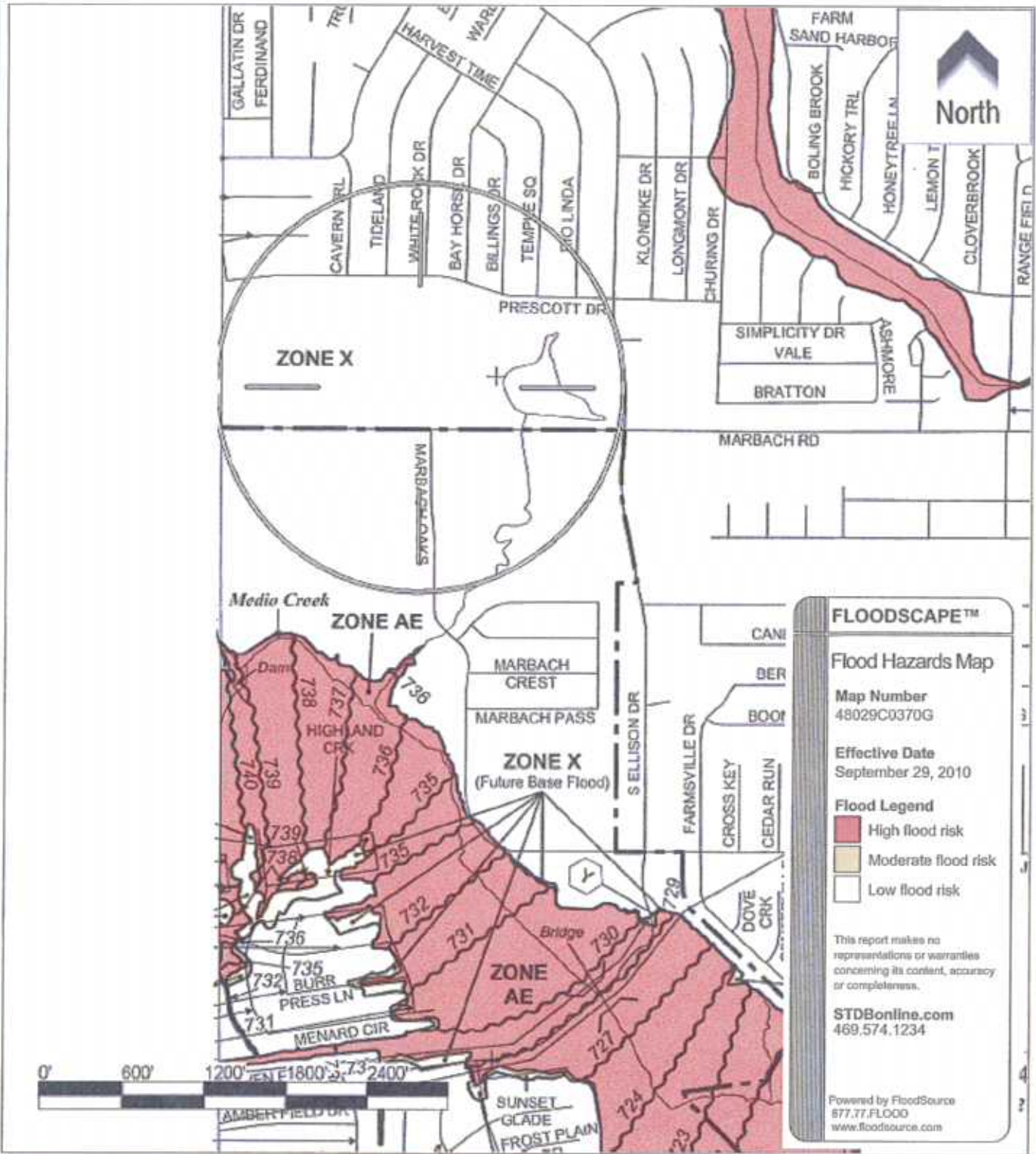


STDBONLINE.com
FLOODSOURCE
FLOODSCAPE



PROPERTY ADDRESS:

No Title Specified



FLOODSCAPE™

Flood Hazards Map

Map Number
48029C0370G

Effective Date
September 29, 2010

Flood Legend

- High flood risk
- Moderate flood risk
- Low flood risk

This report makes no representations or warranties concerning its content, accuracy or completeness.

STDBonline.com
469.574.1234

Powered by FloodSource
877.77.FLOOD
www.floodsource.com

Description Of The Improvements

The property is improved with three structures. The main structure includes a one-story 1,399 square foot office building and two free standing metal warehouse buildings. A summary of the building sizes is as follows:

Office Building:	1,399 square feet
Mechanic Shop:	3,040 square feet
Warehouse:	1,600 square feet
Total Building Area:	6,039 square feet

Portions of each of the metal warehouse buildings are finished with air conditioned office space. The overall estimated finished air conditioned area is estimated to be between 40% and 45% of the total building area.

The front office is constructed on a concrete slab foundation with wood siding and rock trim exterior walls and composition shingle roof. The south side of the building includes a drive-thru area with drive-thru/teller window. This building was previously utilized by Bexar Metropolitan Water District as a payment office. The interior of the office includes a combination of vinyl tile flooring or commercial grade carpeting, painted sheetrock or wood paneled walls with dropped acoustical tile ceilings and fluorescent lights. The building includes two restrooms and is partitioned into various offices; one of which includes the drive-through window area.

To the north of the office building is the 3,040 mechanic shop which is constructed on a concrete slab foundation with metal exterior walls and roofing. This building has an approximate 14 foot clear height. The building includes three overhead doors along the north side of the building as well as metal personnel doors. A door along the west side of the building leads to a finished area which was previously used as offices and employee break room. The air conditioned portion includes vinyl tile flooring, painted sheetrock walls with dropped acoustical tile ceiling and fluorescent lights. In addition, there are men's and women's restrooms.

The second metal warehouse includes one overhead door as well as two metal personnel doors along the north side. The office area includes vinyl tile flooring, some commercial grade carpeting with painted sheetrock walls, dropped acoustical tile ceilings and fluorescent lights.

All of the windows in the office building as well as the metal warehouse buildings are secured with burglar bars. In addition, there is security chain-link fencing which extends along the property's north boundary line and approximately one third down the east property line, also extending across the front of the office building to the west property line. There is a double chain-link security gate at the driveway area adjacent to the office building.

The front portion of the office building includes asphalt/gravel circular driveway area which extends under the porte-cochere/drive-thru teller area, nominal landscaping, etc. The driveway areas are considered to be in fair condition. The rear of the site is also asphalt/gravel paved and is in fair condition.

The north central portion of the site includes one underground fuel tank while a second underground fuel tank is located at the northwest portion of the site. As previously discussed, it is an assumption of this report that there are no environmental issues pertaining to the underground fuel tanks or with any other portions of the subject property. If environmental issues are found, our estimate of value could change.

Overall, the condition of the improvements is considered to be fair to average. The appraisers estimate a cost of approximately \$10,000 for general clean up and minor repairs (deferred maintenance) that should be made to the property.

Highest and Best Use

As Improved:

Continued use as an office/warehouse development; the structures are suited to single owner/tenant occupancy.

Sales Comparison Approach

The appraisers investigated recent sales of office/warehouse as well as light industrial properties. The four most meaningful sales are discussed below; details of each comparable transaction are included on sales sheets following the adjustment grid. The comparable sales range in date of transaction from August 2008 to June 2011 and range in sale price in square foot from \$41.19 to \$68.20. Total pricing ranges from approximately \$285,000 to \$570,000. Market evidence indicates that small light industrial property pricing in 2010 through early 2012 has not measurably changed. Pricing likely declined somewhat in 2008 and 2009 (compared to 2006/2007 pricing). Sale No. 1 transferred in 2008 and is adjusted slightly downward for date of sale.

- **Sale No. 1** is the August 2008 transfer of two detached metal warehouses located at 7632 Marbach Road east of the appraised property. The total building area is approximately 6,039 square feet. The property transferred for \$555,000 or \$41.19 per square foot. The location of the sale is somewhat similar; however, the sale property is located in an older development area of Marbach Road. A slight upward adjustment for building size is applied due to the sale property's larger building area. The land to building ratio of the sale is inferior thus an upward adjustment is applied. The sale property was constructed circa 1983 and was reported to be in good condition at the time of sale. A downward adjustment for overall age and condition is considered appropriate. The sale property does not

include fuel tanks; however, the overall construction quality is considered similar. A downward adjustment is applied when considering potential environmental hazards of the fuel tanks on the appraised property. The sale property has an office ratio of 10%; thus, an upward adjustment is considered appropriate. After adjustments, the indicated value of the subject property is \$43.05 per square foot of building area.

- **Sale No. 2** is located at 5710 Greyrock at Western Park Drive. This location is located just north of West Commerce Street at Callaghan Road. The property transferred in August 2008 for \$570,000 or \$53.97 per square foot. The two building development contains 13,475 square feet. Due to the date of transaction, a slight downward adjustment is applied. Due to the surrounding development, a downward adjustment for location is considered appropriate. As with Sale No. 1, an upward adjustment is applied due to the sale property's larger improved area. As well, an upward adjustment is applied due to the sale property's inferior land to building ratio. A slight downward adjustment is considered appropriate due to the sale property's condition at the time of sale. In addition, a downward adjustment is applied due to the superior construction quality of the sale property, lack of fuel tanks, etc. An upward adjustment is also applied due to the sale property's inferior air conditioned/office ratio. The indicated value of the subject property is \$51.25 per square foot of building area.
- **Sale No. 3** is located at 17460 Judson Road in the northeast sector of San Antonio. The property transferred in November 2010 for \$385,000 or \$43.50 per square foot of building area. The property location is superior and a downward adjustment is applied. Upward adjustments are applied due to the sale property's inferior/larger size and inferior land to building ratio. Downward adjustments are applied due to the sale property's superior condition and overall superior construction quality. After adjustments, the indicated value of the subject property is \$41.35 per square foot of building area.
- **Sale No. 4** is located at 4738 Whirlwind Drive, also in the northeast sector of San Antonio. The property transferred in June 2011 for \$467,712 or \$58.00 per square foot of building area. The sale property is superior in location and is adjusted downward. An upward adjustment is applied due to the sale property's inferior building size as well as land to building ratio. Downward adjustments are applied due to the sale property's superior overall condition as well as construction quality. A slight upward adjustment is applied due to the sale property's inferior office finish/air conditioned building area. After adjustments, the indicated value of the subject property by Sale No. 4 is \$49.30 per square foot of building area.

The building sales indicate a range in value from \$41.35 to \$51.25 per square foot. The average indicated value is \$46.24 per square foot. Sale No. 1 is located in closest proximity to the appraised property and is an older transaction (2008). Sale No. 1 indicates a value in the mid to lower portion of the range of \$43.05 per square foot. The appraisers also investigated current listings of generally similar office/warehouse buildings within the market area. No current comparable listings were found within the subject property's immediate area. After consideration of the above sales, the appraisers estimate the preliminary market value of the appraised property to total \$46.00 per square foot for a total value, when rounded, of \$280,000. After deducting \$10,000 for deferred maintenance, the indicated value is \$270,000.

Detailed improved sales sheets and an improved sales summary and adjustment grid are included on the following pages.

IMPROVED SALE NO. 1



Property Identification

Record ID 8593
Property Type Warehouse
Address 7632 Marbach Road, San Antonio, Bexar County, Texas
Tax ID 579774 and 579778
Sector SW
Map/Grid 613/D6

Sale Data

Grantor K & L Automotive
Grantee Rafael Sanchez Paredes
Sale Date August 01, 2008
Deed Book/Page 13578/148
Property Rights *See remarks
Conditions of Sale Arm's length
Financing Second note to seller terms not disclosed
Verification Robert Shackelford; DR, Deed Reviewed By: CJB, April 15, 2010

Sale Price \$555,000

Land Data

Land Size 1.377 Acres or 59,982 SF
Front Footage 201.93 ft South side of Marbach
Zoning Industrial
Topography Mostly level and at grade
Utilities Public available
Dimensions 301 feet deep along west boundary

IMPROVED SALE NO. 1 (CONT.)

Shape	Rectangular
Landscaping	N/A
Rail Service	None
Fencing	N/A
Flood Info	No flood hazard area
Access/Visibility	Adequate/Adequate
Easements/Other	None adverse

General Physical Data

Building Type	Single Tenant
Gross SF	13,475

Construction Type	Metal and stucco
Roof Type	Metal bar joist roof
Foundation	Reinforced concrete
Electrical	Adequate
Floor Height	16 feet
Year Built	1983
Condition	Good

Indicators

Sale Price/Gross SF	\$41.19
Floor Area Ratio	0.22
Land to Building Ratio	4.45:1

Legal Description

Lot 1, part of Lot 3 & 4, Block 1, NCB 15559 and P-48D, and P-48F, Block 44, NCB 15494, City of San Antonio, Bexar County, Texas.

Remarks

The property was rented at \$4,500 per month at time of sale. Confirmed with the broker. On the market three months. Indicates a 9.73% capitalization rate.

IMPROVED SALE NO. 2



Property Identification

Record ID	8799
Property Type	Industrial
Address	5710 Greyrock (southwest corner Greyrock & Western Park), San Antonio, Bexar County, Texas 78228
Tax ID	496768
Sector	NW
Map/Grid	614/D3

Sale Data

Grantor	Dan W. Lee, Jr.
Grantee	Della Holdings, LLC
Sale Date	May 28, 2010
Deed Book/Page	14508/0103
Recorded Plat	7800/18
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Sale History	Listed for \$620,000
Instrument	WD
Verification	Bob Hamilton; 861-1231, August 26, 2010; CB/RD, Deed Reviewed by: CB, August 26, 2010
Sale Price	\$570,000

Land Data

Land Size	1.997 Acres or 86,989 SF
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IMPROVED SALE NO. 2 (CONT.)

Front Footage	Approx. 412 ft - South side of Greyrock; Approx. 205 ft - West side of Western Park
Zoning	I-1 MA OZ-2, Industrial
Topography	Fairly level
Utilities	Available
Shape	Rectangular
Landscaping	N/A
Rail Service	None
Fencing	Yes (Lt. 10)
Flood Info	None
Access/Visibility	Average/Average
Easements/Other	No adverse known

General Physical Data

Building Type	Single Tenant
Gross SF	10,562
Area Breakdown	Office 1,030 Warehouse 9,532

Construction Type	Concrete
Roof Type	BU
Foundation	Concrete
Electrical	N/A
HVAC	In office
Sprinklers	Yes
Stories	1
Year Built	1976
Condition	Average

Clear Span	16'
Dock Height	1 - covered
Levelers	No
Drive-in Doors	5

Indicators

Sale Price/Gross SF	\$53.97
Floor Area Ratio	0.12
Land to Building Ratio	8.24:1

Legal Description

Lots 9 & 10, NCB 12007, City of San Antonio, Bexar County, Texas.

Remarks

Seller owner occupied; manufacturing building was purchased for owner occupancy.

Property has 1 acre of excess land (Lot 9); owner originally marketed the 1 acre unimproved lot for \$85,000. Broker reports the excess land may have nominally contributed in value; however, the overall deal was "sweetened" by having the lot since the buyer desired room for future expansion.

IMPROVED SALE NO. 3



Property Identification

Record ID 8977
Property Type Industrial, Office/Warehouse
Address 17460 Judson Road, San Antonio, Bexar County, Texas 78247
Tax ID 676120
Sector NE
Map/Grid 519/A3

Sale Data

Grantor Carlos M. Cruz and Luz Del Carmen Cruz
Grantee 17480 Judson Rd., Ltd.
Sale Date November 10, 2010
Deed Book/Page 14728/635
Recorded Plat 9502/80
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing \$205,000 note to JPMorgan and 2nd note of \$164,000 to grantor
Sale History N/A
Instrument WDV/L
Verification James Stapp, Buyers Broker; (512) 461-2419, August 09, 2011;
DHT/PPG, Deed Reviewed by: DHT, August 09, 2011

Sale Price \$385,000

Land Data

Land Size 1.000 Acres or 43,560 SF
Front Footage 165 ft Total Frontage: 165 ft Judson Rd.

IMPROVED SALE NO. 3 (CONT.)

Zoning	I-1, General Industrial District
Topography	Gentle Slope
Utilities	Public Water, Electric; Private Septic
Shape	Rectangular
Landscaping	Average, Asphalt Parking
Rail Service	No
Fencing	6' Chain Link Perimeter
Flood Info	Outside 100-year flood
Access/Visibility	Good/Good
Easements/Other	None adverse
Depth	264

General Physical Data

Building Type	Single Tenant
Gross SF	8,850

Area Breakdown	Office	4,013
	Warehouse	4,837

Construction Type	Pre-engineered metal
Roof Type	Metal
Foundation	Concrete slab
Electrical	Yes
HVAC	45%
Sprinklers	No
Stories	One
Year Built	1983
Condition	Average
FF&E	N/A

Income Analysis

Potential Gross Income	\$48,675
Vacancy	\$4,868
Effective Gross Income	\$43,807
Expenses	\$3,342
Net Operating Income	\$40,465

Indicators

Sale Price/Gross SF	\$43.50
Floor Area Ratio	0.20
Land to Building Ratio	4.92:1
Occupancy at Sale	0%
Gross Income Multiplier	7.91
Eff. Gross Income Multiplier	8.79
Expenses/Sq. Ft.	\$0.38
Overall or Cap Rate	10.51%
Net Operating Income/Sq. Ft.	\$4.57

IMPROVED SALE NO. 3 (CONT.)

Legal Description

Lot 9, Block 1, New City Block 17789, Cooper Subdivision, Unit 4-A, San Antonio, Bexar County, Texas

Remarks

Income analysis is pro forma by the appraisers at time of transaction. The sale property was owner-occupied for many years. Dugger/Canaday appraised the property for the transaction. The seller financed note is considered to be at market terms.

Building eave height is 14 feet; canopy covered loading area; good electric power. The office is separated as a retail display area, 3 small offices, break room, etc. The finished areas have exposed concrete floors, wall paneling, and ceiling grid system. The building has three separate restrooms. A water leak resulted in removal of the carpet floor covering, damaged ceiling tiles and light fixtures. The repairs to be made were estimated as \$8,500 to \$9,000.

IMPROVED SALE NO. 4



Property Identification

Record ID	8982
Property Type	Industrial, Office/Warehouse
Address	San Antonio, Bexar County, Texas 78217
Location	4738 Whirlwind Drive
Tax ID	542828
Sector	NE
Map/Grid	552/E6

Sale Data

Grantor	Whirlwind V&S, LLC.
Grantee	Alpha Building Corporation
Sale Date	June 07, 2011
Deed Book/Page	15005/507
Recorded Plat	7900/178
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	\$376,800 note to Frost
Sale History	09/17/2008
Instrument	Warranty Deed w/Vendors
Verification	Hunter Conger, Broker; (210)349-0900, August 22, 2011; DHT/PPG, Deed Reviewed By: DHT, August 22, 2011

Sale Price	\$467,712
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Land Data

Land Size	0.583 Acres or 25,395 SF
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IMPROVED SALE NO. 4 (CONT.)

Front Footage	106 ft Total Frontage: 106 ft S/S Whirlwind Drive	
Zoning	"I-2", Heavy Industrial	
Topography	Gently Sloping	
Utilities	All public available	
Shape	Rectangular	
Landscaping	Average	
Rail Service	No	
Fencing	Chain-link, Security gate	
Flood Info	Outside 100-year floodplain	
Access/Visibility	Average/Average	
Easements/Other	Good concrete paving	
Depth	240	
 <u>General Physical Data</u>		
Building Type	Single Tenant	
Gross SF	8,064	
 Area Breakdown	Office	2,000 square feet
	Warehouse	6,064 square feet
 Construction Type	Masonry	
Roof Type	Built-Up	
Foundation	Concrete	
Electrical	Yes	
HVAC	25%	
Sprinklers	100%	
Stories	One	
Floor Height	Grade level	
Year Built	1984	
Condition	Average to good	
FF&E	N/A	
 Clear Span	N/A	
Column Spacing	N/A	
Truck High Docks	No	
Dock Height	No	
Levelers	No	
Drive-in Doors	4	
Rail Doors	No	
Tanks	No	
Scales	No	
Other	No	
 <u>Income Analysis</u>		
Potential Gross Income	\$48,384	
Vacancy	\$2,419	
Effective Gross Income	\$45,965	
Expenses	\$3,179	

IMPROVED SALE NO. 4 (CONT.)

Net Operating Income \$42,786

Indicators

Sale Price/Gross SF	\$58.00
Floor Area Ratio	0.32
Land to Building Ratio	3.15:1
Gross Income Multiplier	9.67
Eff. Gross Income Multiplier	10.18
Expenses/Sq. Ft.	\$0.39
Overall or Cap Rate	9.15%
Net Operating Income/Sq. Ft.	\$5.31

Legal Description

Lot 11, Block 6, New City Block 14102, Austin Highway Industrial Park, Unit 3, City of San Antonio, Bexar County, Texas.

Remarks

Sale price confirmed as \$58 per square foot. Property was marketed for lease at \$6/SF, triple net. Purchaser is an owner-user. Broker indicates building was in move-in condition. The exterior inspection of the building by the appraiser indicated the interior finished areas have been removed by the purchasers.

Income Capitalization Approach

The Income Capitalization Approach reflects the price an investor might pay for the property based on the projected net operating income and appreciation potential. The Direct Capitalization procedure is most frequently used by market participants who consider the property to be near or at stabilized occupancy and/or properties without projected increases or decreases in income. The appraised property is currently vacant and was previously owner occupied. The property is appraised utilizing the Direct Capitalization procedure.

Due to the lack of significant nearby industrial development, comparable rental rates in the overall San Antonio industrial market were considered in estimating the market rent for the appraised property. A comparable rentals location map and a comparable lease summary are included on the following pages. The rentals are primarily of single building office/warehouse developments.

COMPARABLE INDUSTRIAL RENTALS SUMMARY

Marbach Road

No.	Location	Total Bldg./Lease Space NRA (SF)	Lease Term (Yrs)	Rent/SF	Expense Structure
1	3103 SE Loop 410	8,900	3-5	\$4.68	Mod. Gross
<p><i>Comments:</i> Metal, single tenant building located at Rigsby and SE Loop 410; building was constructed circa 1985 and includes a showroom/ office and fenced yard. Effective net rent is estimated to be \$3.38/SF. The above rate is quoted.</p>					
2	118 E. Turbo	6,300	NA	\$6.84	Mod. Gross
<p><i>Comments:</i> This office/warehouse is of metal construction, built circa 1965. The leaseable area is comprised of approximately 1,800 SF of office space and 4,500 SF of warehouse space. The broker would not confirm the lease term, but lease is still in place (began 2/06). Tenant pays utilities and tax increases over the base year with the landlord paying base year taxes and property insurance. The lease was based on \$10.20/SF for the office and \$5.52/SF for the warehouse. Tenant is COI Telecommunications. Effective NNN rent is estimated to be \$4.34/SF.</p>					
3	4444 Centergate	14,578	5	\$4.08	NNN
<p><i>Comments:</i> 2,865 SF office and 11,710 SF warehouse; 3 dock high doors, 18' clear height. Total building size is 67,391 SF. Site has fenced yard. Above rate is quoted.</p>					
4	Ranger Creek Brewing Co./ 4834 Whirlwind	6,000	3 to 5	\$6.60	NNN
<p><i>Comments:</i> Located in NE sector of city. Masonry building, built-up roof, 14' clear height, 2,000 SF office (built out in 2010), secured, paved rear yard, 0.860 acres site; circa 1982/ renovated 2010. Contract lease rate starts at \$7.80/ SF, Modified Gross or \$6.60/SF NNN. Lease rate has annual "bumps".</p>					
5	Dixie Flag Building/ 1930 Pan Am expressway	11,465	5	\$6.00	NNN
<p><i>Comments:</i> 2 story engineered metal building with 11,465 SF office /warehouse; 9,965 SF is climate controlled; site contains 15,246 SF; built circa 1993. Proposed sale/leaseback for \$750,000 with lease terms of \$6.00/ SF/NNN for 5 year term; terms reflect a 9.17% OAR.</p>					

Rent Conclusion

The comparable rentals typically indicate equivalent lease rates of approximately \$4.08 to \$6.84 on a triple net basis. The leased rates for the office portions of the rent comparables typically range from approximately \$8.00 to \$12.00 per square foot. Warehouse leases are within the range of approximately \$4.00 to \$5.00 per square foot. The office portion of the appraised property is estimated to have a rental rate of approximately \$8.00 while the warehouse portion is estimated to have a market rental rate of \$5.00. This equates to a blended market rental rate of \$5.90 for the appraised building and is summarized as follows:

40% (AC/office)	x \$8.00	=	\$3.20
60% (warehouse)	x \$5.00	=	\$2.70
Total Rent per SF			\$5.90

Applying \$5.90 to the building area of 6,039 square feet equates to total rental income of \$35,630. In addition, the lease would be typically structured on a triple net basis whereby the tenant reimburses for real estate taxes, insurance and maintenance. Reimbursements are estimated to total \$11,846 which results in gross potential income of \$47,476.

The appraised property is a three building office and warehouse development. Similar light industrial buildings are generally indicating occupancies of 90% to 100% in the north-central and northeast San Antonio industrial market area. The stabilized occupancy for the subject property is estimated at 92% based on location, projected quality and comparable buildings in the general area.

The projected effective gross income is, \$43,678.

Operating Expenses

Operating expenses include ad valorem taxes, insurance, maintenance, reserves and management.

Ad Valorem Taxes:

Since the property is owned by a tax free entity, there is currently no assessed value. Ad valorem taxes are estimated based on assessed value of the approximately \$45 per square foot and the 2011 ad valorem tax rate of \$2.703284 per \$100 of assessed value. This is judged reasonable for the appraised property.

Insurance:	Hazard insurance for the appraised property includes fire and extended coverage policies. Insurance is estimated at a rate of \$0.35 per square foot of area per year or \$2,100.
Maintenance:	Maintenance includes general common area maintenance, etc. The maintenance expenses for the appraised property are estimated to be \$0.40 per square foot of building area of \$2,400 per annum.
Management:	Management typically ranges from 3% to 5% of effective gross income. A management fee of 3% is estimated for the appraised property.
Reserves:	Reserves are estimated at \$0.20 per square foot of building area per year or \$1,310. Reserves are the amortized costs to complete structural repairs for parking lots, HVAC equipment, etc. over time.

Total Operating Expenses

The total operating expenses are estimated to be \$14,364; this calculates to be \$2.38 per square foot.

Net Operating Income

When the projected total operating expenses are deducted from effective gross income, the indicated net operating income is \$29,314.

Overall Capitalization

The estimated net operating income is capitalized at the market derived overall capitalization rate to indicate value. Overall capitalization rates derived from similar light industrial buildings sales are a primary consideration in estimated the projected overall capitalization rate. There has been limited office/warehouse sales which were tenant occupied at the time of sale transferring within the last 12 to 18 months. IN addition, there are currently limited listings of similar office warehouse buildings within the San Antonio market area. Newer multi-tenant flex industrial buildings, however, are reportedly being marketing for sale based on a cap rates ranging from 8% to 9%. The older, secondary location properties' capitalization rates are typically 10% to over 11%. Capitalization rates have generally decreased since 2009 and 2010.

The appraised property is an older three building office/warehouse development located in a secondary industrial market area along Marbach Road. However, the property has a high ratio of land along the Marbach Road frontage which could be developed or sold off at some point in time. The high land ratio results in a lower

than typical capitalization rate for a property of this age and condition. The estimated market overall capitalization rate applicable to the appraised property is estimated to range from 9% to 10%, say 9.5%.

Value Conclusion

The indicated net operating income of \$29,314 is capitalized at a market derived overall rate of 9.25% indicating a preliminary market value of the appraised property to be \$310,000, when rounded. After deducting the deferred maintenance estimate of \$10,000, the indicated market value is \$300,000.

The direct capitalization procedure is included on the following page.

DIRECT CAPITALIZATION TECHNIQUE

9823 Marbach Rd.

GBA 6,039

Potential Gross Annual Income

SF Rent/SF

Total Bldg. Area	6039	\$5.90	35,630		
Total Potential Rental Income		\$5.90	\$35,630		
Reimbursements (taxes, insur., mainten.)			11,846		
Gross Potential Income			47,476		
Less Vacancy & Coll. Loss		8%	<u>3,798</u>		
Effective Gross Annual Income			\$43,678		
				Per SF	% of EGI
Less Operating Expenses					
RE Taxes			\$7,346	\$1.22	16.82%
Insurance			\$2,100	\$0.35	4.81%
Maintenance			\$2,400	\$0.40	5.49%
Reserves			\$1,208	\$0.20	2.77%
Management		3.0%	<u>\$1,310</u>	\$0.22	3.00%
Total Operating Expenses			\$14,364 ^r	\$2.38	32.89%
Net Operating Income			\$29,314	\$4.85	67.11%
Overall Capitalization Rate			9.50%		
Preliminary Value by Direct Capitalization			\$308,567		
Less: Deferred Maintenance			<u>\$10,000</u>		
Ind. Value by Direct Capitalization			\$300,000		

Value Conclusion

The indicated market value by the Sales Comparison and Income Approaches are well supported in this analysis. The value conclusions by each approach are summarized as follows:

Sales Comparison Approach	\$270,000
Income Approach	\$300,000

After consideration of the above, the estimated market value of the appraised property as of May 16, 2012, is:

TWO HUNDRED NINETY THOUSAND DOLLARS
(\$290,000)

Exposure Time

The estimated exposure time to achieve pricing generally aligned with the concluded market value is 9 to 12 months.

CERTIFICATION

The undersigned does hereby certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

As of the date of this report, I, Richard L. Dugger, MAI, CRE, have completed the requirements of the continuing education program of the Appraisal Institute.

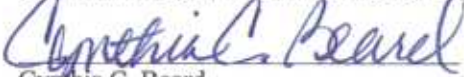
We have made a personal inspection of the property that is the subject of this report unless otherwise noted in the attached report.


Cynthia C. Beard provided significant real property appraisal assistance to the person signing this report, except as may be noted elsewhere in this report.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan (12 CFR 564.4 (a) (10)).

The appraisal was prepared in conformance with the rules and regulations of the Texas Appraiser Licensing and Certification Board and the Texas Real Estate Commission.


Cynthia C. Beard
State Certified General Real Estate
Appraiser (Number: TX-1321095-G)


Richard L. Dugger, MAI, CRE
State Certified General Real Estate
Appraiser (Number: TX-1321050-G)

QUALIFICATIONS OF RICHARD L. DUGGER

Presently, and since 1969, Richard L. Dugger has been engaged in independent fee appraising and contract work with other professional appraisers in the San Antonio, Texas area. He is Chairman of the firm of Dugger, Canaday, Grafe, Inc., Real Estate Consultants and Appraisers, 111 Soledad, Suite 800, San Antonio, Texas. Appraisal experience includes residential, commercial, industrial, farm and ranch lands, and special purpose properties including automobile dealerships, public buildings, aircraft related buildings, properties in Latin America, undivided/fractional interests, etc. Other business interest include farming in Nueces County, livestock and hunting operations in Bexar, Karnes, Val Verde and Bee Counties, and ownership and management of commercial, multi-family, light industrial and special purpose properties.

During 1968 and 1969, he served in the Right-of-Way Association Section for District No. 2 of the Texas Highway Department with district headquarters in Fort Worth, Texas. His function was completing staff appraisals, reviewing fee appraisals and establishing a relocation program for families displaced by eminent domain.

In 1969, he attended a two-week Real Estate Principles Appraisal Course. In 1971, he attended an advanced residential appraisal course conducted by the American Institute of Real Estate Appraisers. He attended advanced capitalization of income courses in the spring of 1973, spring of 1974, and summer of 1975. He was awarded the RM designation by the American Institute of Real Estate Appraisers in the spring of 1973. In the spring of 1977, he was awarded the MAI designation by the American Institute of Real Estate Appraisers. In 1990, he was awarded the MAI designation by the American Institute of Real Estate Appraisers. In 1990, he was awarded the CRE designation by the American Society of Real Estate Counselors. He has been on the staff of San Antonio College where he has taught Real Estate Appraisal Principles. He has also been on the national faculty staff of the Appraisal Institute being qualified to teach various courses on a national basis. Various appraisal related articles written by Mr. Dugger have been published in national trade journals and periodicals. Mr. Dugger is also a frequent guest speaker for a number of organizations.

Generally his trade area includes South, West, and Central Texas. Appraisals have also been made in New Mexico, California, Tennessee, Georgia, Oklahoma, Arizona, Florida, Louisiana, Colorado and South Carolina; since 1993, he has been active in the appraisal of properties in Latin America including Mexico and Honduras.

Graduate, Bachelor of Business Administration, with major being finance, The University of Texas, Austin, Texas; 1968.

Graduate School, University of North Texas, Denton, Texas; 1968 and 1969.

Clients served include corporations, attorneys, estates, individuals, financial institutions, and governmental agencies.

He has been a licensed Real Estate Broker in the State of Texas since 1972 (License No. 0147916). He is also a State Certified General Real Estate Appraiser (License No. TX-1321050-G).

Professional affiliations include the following organizations:

- Member, Appraisal Institute, Certificate No. 5692
- Member, American Society of Real Estate Counselors, Certificate No. 1288 (President of Houston/Gulf Coast Chapter for 2000)
- Active Member, San Antonio Board of Realtors
- Active Member, International Real Estate Section; National Association of Realtors
- Member, Texas Landowners Council
- Member, International Right of Way Association
- President (1984), American Institute of Real Estate Appraisers, Chapter 29, South Central Region, San Antonio, Texas
- Active Member, Alamo Kiwanis Club (President for 1997-1998)
- 1995 Chairman, Fiesta Noche del Rio (benefitting The Children's Shelter and other children's charities)
- Former Associate Board Member, Southwest Texas Methodist Hospital
- Former Board Member, Kidney Association of San Antonio
- Former Board Member, Harry Jersig Speech and Hearing Center
- Former Trustee, Acacia Fraternity, University of Texas Chapter
- Former Member, The Golden Circle, Southwest Foundation for Biomedical Research
- Former Member, Monte Vista Historical Association
- Member, Real Estate Financial Society, San Antonio Chapter

QUALIFICATIONS OF CYNTHIA C. BEARD

Education:

- Graduate of the University of Texas at San Antonio, BBA, Accounting; 1979.

Specialized Education:

Successfully completed and/or passed examinations for the following courses:

- Course 101, An Introduction to Appraising Real Property, Society of Real Estate Appraisers; 1979.
- Appraising the Single-Family Residence, San Antonio College; 1980.
- Real Estate Appraisal Principles, American Institute of Real Estate Appraisers; 1981.
- Basic Valuation Procedures, American Institute of Real Estate Appraisers; 1981.
- Residential Valuation, American Institute of Real Estate Appraisers; 1981.
- Capitalization Theory and Techniques, Part A and Part B, American Institute of Real Estate Appraisers; 1984.
- Standards of Professional Practice, American Institute of Real Estate Appraisers; 1984/1996.
- Case Studies in Real Estate Valuation, American Institute of Real Estate Appraisers; 1987.
- Valuation Analysis and Report Writing, American Institute of Real Estate Appraisers; 1988.

Experience:

Associate Appraiser, Warren Anderson Company, Warren B. Anderson, MAI; 1979-1984.

Vice-President, R.J. Verette & Associates, Inc., Independent Fee Appraiser; 1984-Mid 1986.

Appraiser, Dugger, Canaday, Grafe, Inc., Real Estate Consultants and Appraisers; Mid 1986-Present.

Professional Affiliations:

- Licensed Real Estate Broker since 1981 – State of Texas (No. 0277555)
- State Certified Appraiser – State of Texas – (Certificate No.: TX-1321095-G)

CONTINGENT AND LIMITING CONDITIONS
(Unless Otherwise Stated in this Report)

The estimate of value for the property analyzed in the attached report is subject to the following limiting conditions:

The legal description furnished the appraisers is assumed to be correct. No responsibility is assumed for matters legal in character, nor is any opinion rendered as to title. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report. All existing liens and encumbrances, if any, have been disregarded, and the property is analyzed as though free and clear and under responsible ownership and competent management.

The boundaries of the land and the dimensions and size thereof as indicated to the appraisers are assumed to be correct, no provision having been made for a special survey of the property. Valuation is reported without regard to questions of encroachments.

The use of the term "inspection" within the attached report only refers to the act of visiting and/or viewing the property or properties being appraised or a property or properties used as comparables. We are not licensed real estate inspectors in the State of Texas and are not qualified to render opinions required of those who are licensed real estate inspectors.

All engineering is assumed to be correct. The plot plans and illustrative materials in this report are included only to assist the reader in visualizing the property.

The information contained in this report and identified as having been furnished by others is believed to be reliable, but no responsibility is assumed for its accuracy.

No responsibility is assumed, nor is any guarantee made as to the structural soundness of the improvements. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless a non-conformity has been stated, defined and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any other purposes by anyone but the applicant without the previous written consent of the appraisers.

The appraisers, by reason of this report, are not required to give testimony or attendance in court, or any other hearing with reference to the property in question, unless arrangements therefore have been previously made.

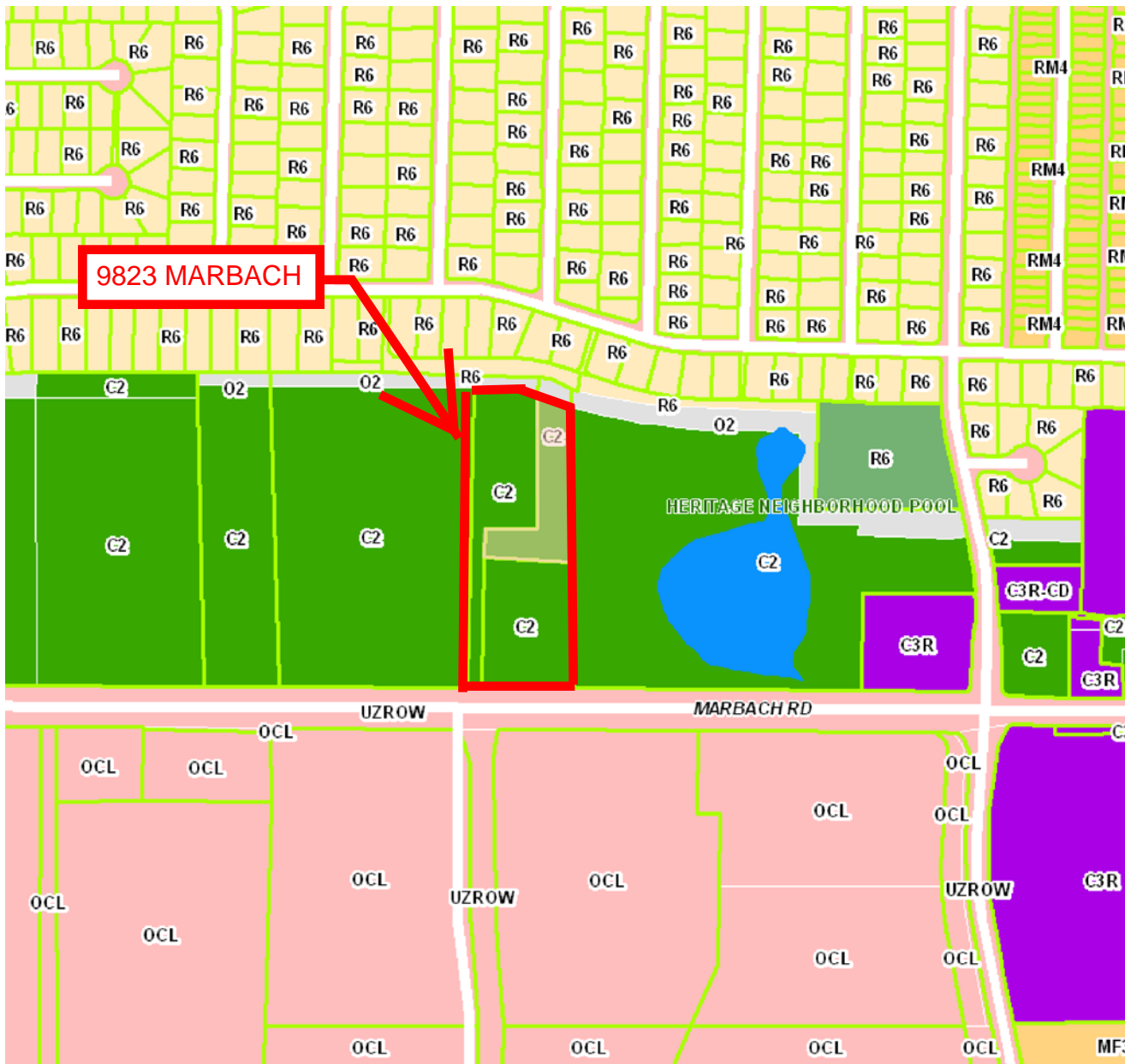
The distribution of the total valuation in this report between the land and the improvements applies only under the existing program of utilization. The separate valuations for land and improvements should not be used in conjunction with any other appraisal and are invalid if so used.

The appraisers have no present or contemplated future interest in the property which is not specifically disclosed in this report. Neither their employment for making this analysis nor the fee to be received therefore are contingent upon the valuation placed on the property.

No attempt was made, unless otherwise noted in the attached report, to detect the presence of various potentially hazardous materials or conditions upon the subject site or within or upon the subject improvements, and the appraisers are not qualified to do so. These hazardous materials or conditions could include, but are not limited to, the existence of toxic waste (within or around the subject site, presently or in the past), UREA formaldehyde foam insulation, ACMs (asbestos containing material), or communicable diseases from present or former occupants. The existence of any such hazardous materials or conditions could adversely affect the value of the property. Unless otherwise stated in the attached report, the appraisers have no knowledge of the existence of any such materials or conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert, if desired. The value estimate is predicated on the assumption that there are no such hazardous conditions or materials present that would cause a loss in value.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

Zoning Map



9823 Marbach Rd.

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