

SOLICITATION NO: R-12-016-DB

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

HABY FARM – Hwy 55

Site Visit: January 23, 2013, 10:30 a.m.

Seal Bids Due On: February 19, 2013 @ 2:00 PM Central Time

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
HABY FARM – HWY. 55
R-12-016-DB**

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) on February 19, 2013** (the “bid deadline”).

For questions regarding this solicitation or additional information, please contact David Benites, Contracting Specialist, in writing via email to: dabenites@saws.org or by fax to (210) 233-4808 until **4:00 PM (CT) on February 6, 2013**. Answers to the questions will be posted to the web site by **4:00 PM (CT) on February 8, 2013**, as part of an addendum.

DESCRIPTION:

Being 234.486 acres of land situated in Uvalde County, Texas, being 10.380 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 224.106 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee;

AND

Being 19.112 acres of land situated in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee.

LOCATION:

The property is located on Hwy. 55, 12 miles northwest of Uvalde, Uvalde County, Texas.

Sealed bids are to be submitted on SAWS bid form. **The bid form contains the terms and conditions under which the property will be conveyed and prospective bidders should familiarize themselves with the bid form. Such terms and conditions may include reservations of easement rights to the property.** Bid package, property information and forms may be viewed and down loaded from saws web site located at **WWW.SAWS.ORG**, select **business center**, then select **bidder**, **consultant**, and **vendor registration**, which is located on the left-hand side of the screen. Select the **register now** button and proceed with registration. For difficulties downloading bid package and property information, contact the contracting department at **210-233-3341**, 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.**

HABY FARM – HWY. 55
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**:

If the bidder is offering cash:

- Deliver to SAWS in the bid package:
 - 1) The Agreement (pages 1-14) with page 13 of the Agreement signed before a Notary Public. Also complete the information required on Page 10 Section 24 of the Agreement.
 - 2) Exhibit B signed -- All other Exhibits do not need to be returned to SAWS in the bid package.
 - 3) Bid Deposit in the form of a cashier’s check made payable to San Antonio Water System.
 - 4) The bid package will consist of items 1, 2, and 3 listed above, which should be enclosed in a sealed envelope, labeled “Bid for Purchase of SAWS Land (Haby Farm – Hwy. 55)”.
 - 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 **Tuesday, February 19, 2013**) as set forth in Section 6 of the Agreement.

If the bidder is offering EAA unrestricted water rights in lieu of cash:

- Deliver to SAWS in the bid package:
 - 1) The Agreement (pages 1-14) with page 13 of the Agreement signed before a Notary Public. Also complete the information required on Pages 10 and 11 Section 24 of the Agreement.
 - 2) Exhibit B signed -- All other Exhibits do not need to be returned to SAWS in the bid package.
 - 3) The most recent Initial Regular Permit issued by the Edwards Aquifer Authority for the Offered Water Rights.
 - 4) Copies of all contracts and agreements affecting the Offered Water Rights, including without limitation, leases, options to buy, rights of first refusal, and all amendments, modifications, and supplements thereto.
 - 5) The bid package will consist of items 1, 2, 3 and 4 listed above, which should be enclosed in a sealed envelope, properly labeled “Bid for Purchase of SAWS Land (Haby Farm – Hwy. 55)”.
 - 6) Deliver the bid package to the SAWS address set forth in Section 3 of the Agreement on or before the Bid Due Date (2:00 p.m. on **Tuesday, February 19, 2013**) as set forth in Section 6 of the Agreement.

If you have any questions or concerns, contact SAWS Contracting Department at 210-233-3849.

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
HABY FARM – HWY. 55
SAWS BID SOLICITATION NO. R-12-016-DB

1. Sale of SAWS Land for Edwards Aquifer Water Rights. 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”), is soliciting offers to sell SAWS land (“SAWS Land”) for cash or, alternately, for unrestricted and fully transferable Edwards Aquifer water withdrawal rights under Initial Regular Permits issued by the Edwards Aquifer Authority (“Offered Water Rights”).

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

That 253.598 acre, more or less, tract of land located in Uvalde County, Texas, more particularly described in Exhibit “A” attached hereto and made a part hereof.

3. Bid Information. This Purchase Agreement and Bidding Instructions document (“Agreement”) is the official bid form that must be completed and returned by interested bidders in accordance with the instructions herein. Incomplete bids or bids otherwise not in compliance with this Agreement may be rejected by SAWS without consideration. Interested bidders:
 - a. furnish the information requested in Section 24 below, and if offering Offered Water Rights, the information requested in Section 13A below;
 - b. sign this Agreement;
 - c. provide the Bid Deposit, as described in Section 4 below; and
 - d. place the entire signed Agreement and Bid Deposit, and all exhibits to the Agreement, in a sealed envelope properly identified as containing a “Bid for Purchase of SAWS Land (SAWS BID SOLICITATION NO. R-12-016-DB) HABY FARM – HWY 55” 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

4. Bid Deposit. All cash 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 (2.0%) of the bid amount, or in the case of a purchase made with the transfer of water rights, then a Bid Deposit is not required. 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 24 within 10 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 or termination by SAWS under this Agreement or as provided in Section 12, but shall be applied to the Bid Price (as defined in Section 24 below) at Closing (as defined in Section 15 below), if and only if closing occurs hereunder. A Bid Deposit is not required if the bidder is offering Edwards Aquifer water rights in exchange for the SAWS' Property.

5. 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 JANUARY 23, 2013 AT 10:30 A.M., AT THE FOLLOWING LOCATION:

OASIS OUTBACK (FRONT PARKING LOT)
2900 E. MAIN ST.
UVALDE, TX 78801

POINTS OF CONTACT: MR. BRUCE HABY cell 210-260-5930
MR. STEVE CRAIG cell 210-367-9059

INTERESTED PARTIES SHOULD CHECK <http://www.saws.org>, (then click on 'Business Center', select Contract Solicitation, click 'More' under the Details column of the solicitation number) 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 5 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".

6. Bid Due Date. Sealed bids will be received until **2:00 P.M., on February 19, 2013** (the "Bid Due Deadline") at the address shown in Section 3d above.
7. 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.
8. 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 Uvalde County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and (iv) SAWS reservation of any unrestricted water rights relating to the SAWS Land set forth in Section 9 below (collectively, the "Permitted Exceptions"). SAWS makes no representations about whether the SAWS Land has access to any public right of way.
9. SAWS Reservation of Water Rights. SAWS has previously transferred 259.812 acre feet per annum of unrestricted irrigation groundwater rights under EAA Initial Regular Permit No. P101-691 (UV00437) to points of withdrawal located outside the SAWS Land (the "Reserved Water Rights"). The Reserved Water Rights include 69.812 acre-feet of unrestricted irrigation water rights that were converted from base withdrawal rights, at which time of conversion such converted base water rights were assigned the EAA Permit No. P103-890. For an avoidance of doubt, in connection with the Reserved Water Rights, SAWS, in the Deed Without Warranty to be executed by SAWS at the Closing (hereinafter defined), shall reserve unto itself, its successors and assigns, the Reserved Water Rights and all groundwater and groundwater estate related in any way to the Reserved Water Rights. SAWS further reserves unto itself the following personal property rights and incorporeal hereditaments associated with such Reserved Water Rights reservation: (a) applications, licenses, allotments and permits; (b) rights associated with the ownership of the wells located on the SAWS Land from June 1, 1972 through May 31, 1993, and the beneficial use of Edwards Aquifer water withdrawn from such wells from June 1, 1972, through May 31, 1993; and (c) rights derived from the filing of a Declaration of Historical Use of underground water withdrawn from the well located on the SAWS Land from June 1, 1972, through May 31, 1993. Notwithstanding the above, the Reserved Water Rights do not include the base irrigation groundwater that must run with the land as described in Section 10 below and do not impose any obligation or duty on SAWS to operate, maintain, repair, construct, reconstruct, plug or cap the wells located on the SAWS Land from and after Closing.
10. Water Rights That Run With The SAWS Land. The SAWS Land will be conveyed with the right to withdraw **120.188** acre-feet of Edwards Aquifer base irrigation groundwater

per annum under and pursuant to the terms of Permit No. P101-691 (UV00437). SAWS makes no representations or warranties as to the amount of water used or available for use during the calendar year in which Closing occurs. The Successful Bidder shall be solely responsible for determining by meter reading or otherwise the amount of Edwards Aquifer base irrigation groundwater available pursuant to the terms of the Permit on the date of Closing, and shall be solely responsible for all fees, fines and penalties, if any, which may arise related to allowable production of groundwater under the Permit for the year in which Closing occurs.

11. 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. AS A MATERIAL PART OF THE CONSIDERATION FOR THE SALE OF THE SAWS LAND, 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 REPRESENTATIVES AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES, AND HEREBY RELEASES SAWS AND ITS AGENTS, EMPLOYEES OR REPRESENTATIVES FROM ANY CLAIM, DEMAND OR CAUSE OF ACTION BASED IN WHOLE OR IN PART UPON ANY RELIANCE UPON ANY ALLEGED SILENCE, REPRESENTATION OR NON-DISCLOSURE BY 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.

12. Inspections and Assessments of SAWS Land. Within thirty (30) calendar days of the date that the notice of acceptance described in Section 7 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 5 of this Agreement, and shall, if offering cash for the SAWS Land, 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 21 below) 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 21, 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.
13. Water Rights in Lieu of Cash. As set forth in Section 1 above, bidder may offer Offered Water Rights in lieu of cash for all or part of the Bid Price. The following provisions apply to an offer of Offered Water Rights in lieu of cash for all or part of the Bid Price:

A. Documents Provided to SAWS with Bid. **At the time this Agreement is submitted, bidder shall deliver to SAWS true, correct, and complete copies of the following documents:**

(1) bidder's most recent Initial Regular Permit issued by the Edwards Aquifer Authority for the Offered Water Rights,

(2) the signed bidder's consent form attached hereto as Exhibit "G" granting SAWS access to bidder's records maintained by the Edwards Aquifer Authority ("EAA") relating to the transferability and use of the Offered Water Rights and compliance with the EAA Act and Rules; and

(3) copies of all contracts and agreements affecting the Offered Water Rights, including without limitation, leases, options to buy, rights of first refusal, and all amendments, modifications, and supplements thereto. Up to and through Closing bidder shall promptly advise SAWS in writing of any changes to any of the documents or information to be provided by bidder under this paragraph, and provide SAWS true, correct, and complete copies of such changes.

B. Documents Provided to SAWS at Closing. The Successful Bidder shall deliver at Closing the following documents executed and acknowledged by the Successful Bidder:

(1) a warranty water deed, bill of sale and assignment of permit for the Offered Water Rights in substantially the same form attached hereto as Exhibit "H", conveying title to the Offered Water Rights free of all liens, leases, fines, encumbrances and past-due fees;

(2) an Application to Transfer and Amend Initial Regular Permit and/or Notice of Transfer of Ownership forms to transfer the Offered Water Rights to SAWS, or such other forms required by the EAA to fully vest title to the Offered Water Rights in SAWS (collectively, the "EAA Water Rights Transfer Documents");

(3) a "Bills Paid Affidavit" verifying that there are no unpaid bills or claims which may affect the Offered Water Rights up to and through the date of Closing; and

(4) If all or any portion of the Offered Water Rights are leased to SAWS, a full or partial termination, as the case may be, of the lease of such Offered Water Rights, in substantially the form attached hereto as Exhibit "J", such that at Closing, the Offered Water Rights shall be free and clear of such SAWS lease.

C. Further Assurances. In the event SAWS accepts the Offered Water Rights, the Successful Bidder shall cooperate with SAWS and take any and all action necessary to fully vest title free and clear of all liens, leases, fines and encumbrances to the Offered Water Rights in SAWS, including, without limitation, providing additional information to the EAA, executing and delivering any documents or instruments to the EAA necessary to effectuate this transaction, and paying any EAA fees, fines, or charges attributable to the Successful Bidder or Offered Water Rights for periods prior to the date of Closing. If Successful Bidder cannot, at Closing, convey title to the Offered Water Rights free and clear of all liens, leases and encumbrances, such condition shall constitute a default by Successful Bidder under this Agreement. The Successful Bidder's obligations under this Section 13C shall survive Closing.

14. 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 contains a water rights reservation for the Reserved Water Rights in favor of SAWS. SAWS will convey its right, title and interest to certain personal property and equipment owned by SAWS and located on the SAWS Land, and listed (together with certain improvements on the SAWS Land) on Exhibit “D” attached hereto, by No Warranty Bill of Sale (the “Bill of Sale”) in the form attached hereto as Exhibit “E”, subject, however, and notwithstanding the foregoing, the property described in Exhibit “F” attached hereto (the “Excluded Property”) shall not be conveyed by the Bill of Sale and shall be reserved to SAWS. Both the Deed and Bill of Sale shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. If any portion of the Bid Price, if applicable, is financed by a third party lender, SAWS agrees to include a reservation of a vender’s lien in the Deed for the benefit of such lender. SAWS and the Successful Bidder agree to execute any other closing documents that may be reasonably required by the Title Company. SAWS will join the Successful Bidder, as necessary, in executing such documents required by the Edwards Aquifer Authority to transfer the base irrigation groundwater rights described in Section 10 into the Successful Bidder’s name.

15. Closing. Subject to SAWS’ Board of Trustees acceptance of the selected bid, the closing date (“Closing”) will be on the first business day occurring ninety (90) days after SAWS executes this Agreement; provided, however, that the date of Closing may be extended or accelerated upon the mutual agreement of the SAWS and the Successful Bidder, or may be extended for a reasonable period of time by SAWS if necessary to satisfy any title requirements related to the Offered Water Rights. 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 24), as reduced by the Bid Deposit previously paid to SAWS, in cash, immediate good funds equivalent and/or as applicable in the case of Offered Water Rights, by execution of the documents described in Paragraph 13 hereinabove.

a. Conditions to Closing. This Purchase Agreement is subject to the approval of the Board of Trustees of the San Antonio Water System. In the event that this Purchase Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before Closing (previously defined), 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.

16. 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. SAWS may, in its discretion and at its expense, obtain title insurance for Offered Water Rights accepted by SAWS.

17. Taxes and fees shall be prorated as follows:
 - A. Taxes and Fees on SAWS Land. The SAWS Land is presently exempt from real estate taxes. Maintenance fees, assessments, dues and rents will be prorated through the Closing date. Real estate taxes on the SAWS Land for the year of Closing and future years will be the obligation of the Successful Bidder, except for any Leasehold Taxes up to the date of Closing, which will be the obligation of SAWS. If this sale 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 17A shall survive Closing.

 - B. Offered Water Rights Fees. If Offered Water Rights are offered in lieu of cash and are accepted by SAWS, the current rents, fees (other than EAA fees), assessments, and taxes, if any, on the Offered Water Rights will be prorated to the date of the Closing. All other bills, expenses and EAA fees attributable to the Offered Water Rights up to the Closing will be paid by the Successful Bidder, except as set forth in this section. SAWS will pay all EAA transfer fees and recording fees related to Offered Water Rights accepted by and transferred to SAWS. For the calendar year in which the transfer of Offered Water Rights is closed, SAWS will pay the EAA Aquifer Management Water Fees for the amount of the Offered Water Rights that are transferred to SAWS and available for withdrawal by SAWS in that year, including fees for Offered Water Rights that are available for withdrawal but for EAA Demand Management Critical Period rules. For each year following the year in which the transfer of Offered Water Rights is closed, SAWS will pay the Aquifer Management Fees for all Offered Water Rights transferred to SAWS. The obligations of the Successful Bidder and SAWS under this Section 17B shall survive Closing.

18. Broker's Commission. If and only if the sale from SAWS to Successful Bidder closes pursuant to this Agreement, SAWS will pay at closing a two percent (2.0%) brokerage fee (the "Commission") to the real estate broker 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 24 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 24 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 18 shall survive Closing.

19. Closing Costs. Any escrow fee charged by the 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 Agreement.
20. Default. If for any reason the Successful Bidder fails to comply with any of the provisions of this Agreement, or if any of the representations or warranties of the Successful Bidder contained in this Agreement are incorrect or become incorrect or untrue, SAWS, at its election, may (i) terminate this Agreement and retain the Bid Deposit, (ii) waive any unmet requirements and proceed to Closing, (iii) enforce specific performance of this Agreement, or (iv) pursue any remedies it may have at law or in equity. If SAWS fails to comply with this Agreement, the Successful Bidder's sole remedy under this 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.
21. Property Information SAWS has obtained information on the SAWS Land, set forth in more detail in Exhibit "I" 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.

22. 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 24 below.

23. Right to Reject. SAWS reserves the right to reject any and all offers to purchase the SAWS Land or exchange Offered Water Rights for the SAWS Land and nothing in this Agreement shall require SAWS to accept any offer or to complete a sale or exchange of the SAWS' Land. In evaluating cash bids as against Offered Water Rights, SAWS may accept the "best bid" taking into account SAWS determination of the need for and value of Offered Water Rights.

24. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. R-12-016-DB
Haby Farm – Hwy. 55
Uvalde County, Texas

b. BIDDER:

Name: _____
Address: _____

Phone: _____
Fax Number: _____

c. CASH BID PRICE: \$ _____ (cash)

d. *OFFERED WATER RIGHTS: _____ acre-feet per annum of unrestricted EAA water rights.

*EAA Permit No. _____.

(*please specify acre-feet of water and applicable permit number

(If water rights are being offered under more than one EAA Permit, list each EAA Permit Number and the amount of water rights that are being offered under each).

e. BIDDER'S BROKER (if any): _____

License No: _____

25. 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 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, Successful 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.** To SAWS knowledge, the SAWS Land is not located in any particular water or sewer service area or served by any particular utility 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 applicable utility service provider 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. **Lead Paint Disclosure.** The Successful Bidder agrees and acknowledges that the SAWS Land is not “residential real property” subject to any federally mandated lead paint disclosures.
 - g. **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.
26. **Entire Agreement.** This 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 Agreement. Exhibits “A” – “J” attached hereto are incorporated herein for all purposes.
27. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.
28. **Binding Effect.** By signing below, the bidder agrees that if SAWS accepts the Bid Price, including, if applicable, any Offered Water Rights, bidder will purchase the SAWS Land, and, to the extent applicable, exchange the Offered Water Rights for the SAWS Land 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 Agreement for that tract of land located in Uvalde County, Texas, more particularly described in Exhibit "A" attached hereto 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 Agreement on behalf of the person or entity for which he/she is signing.

Executed by bidder this the ___ day of _____, 201__.

BIDDER*: _____
Name: _____
Title: _____

BIDDER*: _____
Name: _____
Title: _____

*If there is more than one bidder, each bidder must sign. If married, your spouse must join in this Agreement,

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 as _____ 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

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 as _____ 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 Improvements and Personal Property
- Exhibit "E" – Form of No Warranty Bill of Sale
- Exhibit "F" – List of Excluded Property
- Exhibit "G" - Bidder's Consent Form*
- Exhibit "H" – Warranty Water Deed, Bill of Sale and Assignment of Permit*
- Exhibit "I" – List of Property Information Documents (grouped in a separate document)
- Exhibit "J" – Termination of Lease* (If applicable)

*Only for use if offering Edwards Aquifer water rights in lieu of cash

RECEIPT OF AGREEMENT AND INSTRUCTIONS

Receipt of the foregoing Agreement and Instructions is hereby acknowledged on the _____ day of _____, 201__.

Alamo Title Company

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

See following pages

EXHIBIT "A" DESCRIPTION OF SAWS LAND HABY FARM

THE STATE OF TEXAS PREPARED FOR: San Antonio Water System
COUNTY OF UVALDE

FIELD NOTES TO DESCRIBE

A survey of 234.488 acres of land situated about 12.5 miles N 56° W of Uvalde, in Uvalde County, Texas, being 10.880 acres out of Survey No. 138, Abstract No. 348, John J. Young, original Grantee, and 224.308 acres out of Survey No. 138, Abstract No. 259, Henry Huff, original Grantee, being that same property described as Tract 1 in a deed to FW Hunchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 822 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At an 8" diameter cedar corner post found at the point-of-intersection of the Southwest line of Old Highway 55 and the Southeast line of a certain County Road for the Northeast corner of this survey from which the recognized Northeast corner of said Survey No. 138 bears N 19-52-00 W 44.84 feet and N 70-07-51 E 7395.66 feet, from said 8" diameter cedar corner post a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet
- THENCE:** Along fence and the Southwest line of said Old Highway 55, S 48-13-00 E 287.61 feet to a 4" diameter cedar post for an angle point, S 53-21-57 E 215.44 feet to an 8" diameter cedar corner post for an angle point, and S 26-58-43 E 1013.18 feet to a 3/4" iron pin found by a 6" diameter cedar corner post for the North corner of a certain 0.224 acre tract of land described in a deed to C. C. Stewart, et ux from Doris Rita Haby, et vir, dated January 23, 1958, as recorded in Volume 260 on Page 820 of the aforementioned Deed Records, and the upper Southwest corner of this survey;
- THENCE:** Along fence and the Northwest line of said 0.224 acre tract of land, S 43-08-25 W 209.28 feet to a 7/8" iron pin found by a 10" diameter cedar corner post on the Northwest line of that certain tract of land described in a deed to C. C. Stewart, et ux from Margaret Meeks, dated March 30, 1977, as recorded in Volume 155 on Page 54 of the Deed Records of Uvalde County, Texas, for the West corner of said 0.224 acre tract of land, and an angle point of this survey;
- THENCE:** Along fence and the Northwest line of said C. C. Stewart, et ux, tract of land, S 69-37-12 W 481.73 feet to a 5/8" iron pin found by railroad tie corner post for the Northwest corner of said C. C. Stewart, et ux, tract of land, and an interior corner of this survey;
- THENCE:** Along fence and the Southwest line of said C. C. Stewart, et ux, tract of land, S 21-02-34 N 1523.10 feet to a 3/4" iron pin found by a 6" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 158 on Page 289 of the aforementioned Deed Records, for the Southwest corner of said C. C. Stewart, et ux, tract of land, and the lower East corner of this survey;
- THENCE:** Along fence and the Northwest line of said 422.887 acre tract of land, S 70-13-22 W 5183.91 feet to a 2/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Nueces River for the South corner of this survey;
- THENCE:** Along the East high bank of the Nueces River, the following courses:
- N 32-53-30 E 1827.18 feet to an angle point;
 - N 33-06-37 E 868.22 feet to an angle point;
 - N 36-38-49 E 257.63 feet to an angle point;

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EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

SAWS (284.486 Acres) - Page 2

N 18-32-04 E 693.34 feet to an angle point; and
N 07-46-46 E 624.97 feet to a railroad tie corner post
for an angle point;

THENCE: Along fence and the East high bank of said Nueces River,
N 12-25-21 E 374.80 feet to a 2" diameter pipe corner post
on the Southeast line of a County Road for the Northwest
corner of this survey;

THENCE: Along fence and the Southeast line of said County Road,
the following courses:

S 89-42-32 E 31.26 feet to a 6" diameter cedar post for
an angle point;

N 74-31-35 E 134.82 feet to an 8" diameter cedar post
for an angle point;

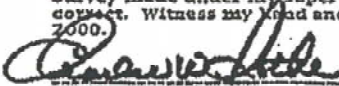
N 70-45-48 E 20.86 feet to an 8" diameter cedar post
for an angle point;

N 69-44-51 E 28.48 feet to an 8" diameter cedar post
for an angle point;

N 70-02-51 E 1243.85 feet to a electric power pole for
an angle point; and

N 71-06-59 E 568.05 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual
survey made under my supervision on the ground and that same is true and
correct. Witness my hand and seal this the 11th day of April
2000.


Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-8005
FAX (830) 426-8160



WDL 00431 PG 01904

EXHIBIT "A" DESCRIPTION OF SAWS LAND

HABY FARM

THE STATE OF TEXAS
COUNTY OF UVALDE

PREPARED FOR: San Antonio Water System

FIELD NOTES TO DESCRIBE

A survey of 19.112 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract H in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 2" diameter pipe corner post found at the point-of-intersection of the East high bank of the Nueces River and the South line of a certain County Road near Haby's Crossing for the Northeast corner of this survey and the Northwest corner of a certain 234.486 acre tract of land, this day surveyed, from which an 8" diameter cedar post on the recognized North line of said Survey No. 138 and the North line of said County Road bears N 70-00-00 E 241.53 feet and N 20-00-00 W 14.68 feet, from said 8" diameter cedar corner post, a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;

THENCE: Along the East high bank of said Nueces River and the West and Northwest line of said 234.486 acre tract of land, the following courses:

Along fence, S 12-25-21 W 374.80 feet to a railroad tie corner post for an angle point;

Leaving fence, S 07-46-46 W 624.97 feet to an angle point;

S 15-52-04 W 693.34 feet to an angle point;

S 36-55-49 W 257.93 feet to an angle point;

S 55-06-37 W 366.22 feet to an angle point; and

S 32-23-30 W 1827.18 feet to a 5/8" iron pin set by an 8" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean F. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 289 of the Deed Records of Uvalde County, Texas, for the Southwest corner of said 234.486 acre tract of land and the Southeast corner of this survey;

THENCE: Along the Northwest line of said 422.887 acre tract of land, S 70-13-22 W at 49.03 feet pass a 1" diameter iron pipe in a rock mound on the East low bank of said Nueces River, continuing a total distance of 636.98 feet to a point on the East boundary line of the Nueces River for the Southwest corner of this survey;

THENCE: Along the East and Southeast boundary line of said Nueces River, the following courses:

N 15-26-22 E 223.60 feet to an angle point;

N 43-18-37 E 327.46 feet to an angle point;

N 50-30-40 W 60.86 feet to an angle point;

N 55-37-10 E 269.36 feet to an angle point;

N 44-22-02 E 214.57 feet to an angle point;

N 41-00-50 E 507.76 feet to an angle point;

UPL 08431 PS 01985

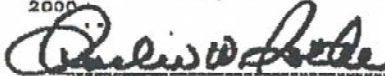
EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

SAWS (19.112 Acres) - Page 2

N 36-49-26 E 172.91 feet to an angle point;
N 49-30-07 E 248.39 feet to an angle point;
N 02-34-10 W 114.24 feet to an angle point;
N 11-08-57 E 127.38 feet to an angle point;
N 87-24-46 E 460.79 feet to an angle point;
N 50-27-37 E 215.41 feet to an angle point;
N 86-48-09 E 560.00 feet to an angle point;
N 25-51-45 E 265.00 feet to an angle point;
N 05-33-06 E 605.18 feet to an angle point;
N 42-04-19 W 174.95 feet to an angle point;
N 07-46-59 E 194.52 feet to a point on or near the
Northwest corner of said Survey No. 138 for the
Northwest corner of this survey!

THENCE: N 78-01-29 E 206.56 feet to the POINT OF BEGINNING.

I certify that the foregoing field notes description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this 17 day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



WILL 009432 PG 01/065

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 Uvalde 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" – Property Description

EXHIBIT "A"

To Release and Indemnity Agreement

DESCRIPTION OF SAWS LAND

See following pages

EXHIBIT "A" DESCRIPTION OF SAWS LAND HABY FARM

THE STATE OF TEXAS PREPARED FOR: San Antonio Water System
COUNTY OF UVALDE

FIELD NOTES TO DESCRIBE

A survey of 234.488 acres of land situated about 12.5 miles N 56° W of Uvalde, in Uvalde County, Texas, being 10.380 acres out of Survey No. 138, Abstract No. 348, John J. Young, original Grantee, and 224.108 acres out of Survey No. 138, Abstract No. 285, Henry Huff, original Grantee, being that same property described as Tract 1 in a deed to FW Hunchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 882 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At an 8" diameter cedar corner post found at the point-of-intersection of the Southwest line of Old Highway 55 and the Southeast line of a certain County Road for the Northeast corner of this survey from which the recognized Northeast corner of said Survey No. 138 bears N 19-52-00 W 44.84 feet and N 70-07-51 E 7395.66 feet, from said 8" diameter cedar corner post a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet
- THENCE:** Along fence and the Southwest line of said Old Highway 55, S 48-13-00 E 287.61 feet to a 4" diameter cedar post for an angle point, S 53-21-57 E 215.44 feet to an 8" diameter cedar corner post for an angle point, and S 86-58-43 E 1013.18 feet to a 1/2" iron pin found by a 6" diameter cedar corner post for the North corner of a certain 0.224 acre tract of land described in a deed to C. C. Stewart, et ux from Doris Rita Haby, et vir, dated January 23, 1988, as recorded in Volume 260 on Page 820 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the Northwest line of said 0.224 acre tract of land, S 43-08-25 W 209.25 feet to a 7/8" iron pin found by a 10" diameter cedar corner post on the Northwest line of that certain tract of land described in a deed to C. C. Stewart, et ux from Margaret Meeks, dated March 30, 1977, as recorded in Volume 153 on Page 54 of the Deed Records of Uvalde County, Texas, for the West corner of said 0.224 acre tract of land, and an angle point of this survey;
- THENCE:** Along fence and the Northwest line of said C. C. Stewart, et ux, tract of land, S 69-57-12 W 481.73 feet to a 5/8" iron pin found by railroad tie corner post for the Northwest corner of said C. C. Stewart, et ux, tract of land, and an interior corner of this survey;
- THENCE:** Along fence and the Southwest line of said C. C. Stewart, et ux, tract of land, S 21-02-34 E 1528.10 feet to a 1/2" iron pin found by a 6" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 188 on Page 289 of the aforementioned Deed Records, for the Southwest corner of said C. C. Stewart, et ux, tract of land, and the lower East corner of this survey;
- THENCE:** Along fence and the Northwest line of said 422.887 acre tract of land, S 70-13-22 W 5183.91 feet to a 2/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Nueces River for the South corner of this survey;
- THENCE:** Along the East High bank of the Nueces River, the following courses:
- N 32-53-30 E 1827.18 feet to an angle point;
 - N 33-06-37 E 868.22 feet to an angle point;
 - N 36-38-49 E 257.63 feet to an angle point;

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EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

SAWS (284.486 Acres) - Page 2

N 18-32-04 E 693.34 feet to an angle point; and
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for an angle point;

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N 12-25-21 E 374.80 feet to a 2" diameter pipe corner post
on the Southeast line of a County Road for the Northwest
corner of this survey;

THENCE: Along fence and the Southeast line of said County Road,
the following courses:

S 89-42-32 E 31.26 feet to a 6" diameter cedar post for
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N 74-31-35 E 134.82 feet to an 8" diameter cedar post
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for an angle point;

N 70-02-51 E 1243.85 feet to a electric power pole for
an angle point; and

N 71-06-59 E 568.05 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual
survey made under my supervision on the ground and that same is true and
correct. Witness my hand and seal this the 11th day of April
2000.

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-8005
FAX (830) 426-8160



WDL 00431 PG 01904

EXHIBIT "A" DESCRIPTION OF SAWS LAND

HABY FARM

THE STATE OF TEXAS
COUNTY OF UVALDE

PREPARED FOR: San Antonio Water System

FIELD NOTES TO DESCRIBE

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S 36-55-49 W 257.93 feet to an angle point;

S 55-06-37 W 366.22 feet to an angle point; and

S 32-33-30 W 1827.18 feet to a 5/8" iron pin set by an 8" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean F. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 289 of the Deed Records of Uvalde County, Texas, for the Southwest corner of said 234.486 acre tract of land and the Southeast corner of this survey;

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UPL 08431 PS 01985

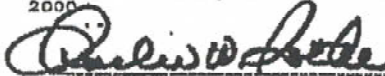
EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

SAWS (19.112 Acres) - Page 2

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N 49-30-07 E 248.39 feet to an angle point;
N 02-34-10 W 114.24 feet to an angle point;
N 11-08-57 E 127.38 feet to an angle point;
N 87-24-46 E 460.79 feet to an angle point;
N 50-27-37 E 215.41 feet to an angle point;
N 86-48-09 E 560.00 feet to an angle point;
N 25-51-45 E 265.00 feet to an angle point;
N 05-33-06 E 605.18 feet to an angle point;
N 42-04-19 W 174.95 feet to an angle point;
N 07-46-59 E 194.52 feet to a point on or near the
Northwest corner of said Survey No. 138 for the
Northwest corner of this survey!

THENCE: N 78-01-29 E 206.56 feet to the POINT OF BEGINNING.

I certify that the foregoing field notes description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this 17 day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



WILL 0094-02 PG 01/005

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 UVALDE §

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: Certain water rights conveyed of even date herewith to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Approximately 253.598 acres in Uvalde County, Texas being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the “Property”), together with the right to withdraw 120.188 acre-feet of Edwards Aquifer base irrigation groundwater per annum pursuant to the term of EAA Initial Regular Permit No. P 101-691 (UV00437).

Reservations from Conveyance:

All unrestricted Edwards Aquifer water rights currently or previously associated with the Property. No unrestricted Edwards Aquifer water rights are being transferred or conveyed with the Property, including but not limited to 259.812 acre feet of unrestricted water under EAA Initial Regular Permit No. P101-691 (UV00437) which water rights have been transferred to points of withdrawal located outside the Property (the “Reserved Water Rights”). The Reserved Water Rights include 69.812 acre-feet of unrestricted irrigation water rights that were converted from base withdrawal rights, at which time of conversion such converted base water rights were assigned the EAA Permit No. P103-890. 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, the Reserved Water Rights and all groundwater

and groundwater estate relating to the Reserved Water Rights. Grantor further reserves unto 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 the following personal property rights and incorporeal hereditaments associated with such Reserved Water Rights reservation: (a) applications, licenses, allotments and permits; (b) rights associated with the ownership of the wells located on the Property from June 1, 1972 through May 31, 1993, and the beneficial use of Edwards Aquifer water withdrawn from such wells from June 1, 1972, through May 31, 1993; and (c) rights derived from the filing of a Declaration of Historical Use of underground water withdrawn from the well located on the Property from June 1, 1972, through May 31, 1993. Notwithstanding the above, the Reserved Water Rights do not include the base irrigation groundwater that must run with the land as described hereinabove, and do not impose any obligation or duty on Grantor to operate, maintain, repair, construct, reconstruct, plug or cap the wells located on the Property from and after Closing.

Exceptions to Conveyance: All visible and apparent easements, and all matters of record relating to the Property as shown in the Real Property Records of Uvalde County, Texas.

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. GRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS, SUITABILITY, HABITABILITY, OR OF OTHER CONDITIONS OF THE PROPERTY, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, BUT IS RELYING SOLELY UPON ITS OWN INVESTIGATIONS AND EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE BY GRANTOR RELATING TO THE PROPERTY.**

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

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

(Signatures appear on next page)

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 the ____ day of _____, 20__ by _____, _____ of _____.

ACCEPTED BY GRANTEE:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__ by _____, _____ of _____.

After recording, return to:

EXHIBIT "A"

To Form of Deed without Warranty

DESCRIPTION OF SAWS LAND

See following pages

EXHIBIT "A" DESCRIPTION OF SAWS LAND HABY FARM

THE STATE OF TEXAS PREPARED FOR: San Antonio Water System
COUNTY OF UVALDE

FIELD NOTES TO DESCRIBE

A survey of 234.488 acres of land situated about 12.5 miles N 56° W of Uvalde, in Uvalde County, Texas, being 10.380 acres out of Survey No. 138, Abstract No. 348, John J. Young, original Grantee, and 224.108 acres out of Survey No. 138, Abstract No. 285, Henry Huff, original Grantee, being that same property described as Tract 1 in a deed to FW Hunchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 882 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At an 8" diameter cedar corner post found at the point-of-intersection of the Southwest line of Old Highway 55 and the Southeast line of a certain County Road for the Northeast corner of this survey from which the recognized Northeast corner of said Survey No. 138 bears N 19-52-00 W 44.84 feet and N 70-07-51 E 7395.66 feet, from said 8" diameter cedar corner post a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet
- THENCE:** Along fence and the Southwest line of said Old Highway 55, S 48-13-00 E 287.61 feet to a 4" diameter cedar post for an angle point, S 53-21-57 E 215.44 feet to an 8" diameter cedar corner post for an angle point, and S 86-58-43 E 1013.18 feet to a 3/4" iron pin found by a 6" diameter cedar corner post for the North corner of a certain 0.224 acre tract of land described in a deed to C. C. Stewart, et ux from Doris Rita Haby, et vir, dated January 23, 1988, as recorded in Volume 260 on Page 820 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the Northwest line of said 0.224 acre tract of land, S 43-08-25 W 209.25 feet to a 7/8" iron pin found by a 10" diameter cedar corner post on the Northwest line of that certain tract of land described in a deed to C. C. Stewart, et ux from Margaret Meeks, dated March 30, 1972, as recorded in Volume 153 on Page 54 of the Deed Records of Uvalde County, Texas, for the West corner of said 0.224 acre tract of land, and an angle point of this survey;
- THENCE:** Along fence and the Northwest line of said C. C. Stewart, et ux, tract of land, S 69-57-12 W 431.73 feet to a 5/8" iron pin found by railroad tie corner post for the Northwest corner of said C. C. Stewart, et ux, tract of land, and an interior corner of this survey;
- THENCE:** Along fence and the Southwest line of said C. C. Stewart, et ux, tract of land, S 21-02-34 E 1523.10 feet to a 3/4" iron pin found by a 6" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 188 on Page 289 of the aforementioned Deed Records, for the Southwest corner of said C. C. Stewart, et ux, tract of land, and the lower East corner of this survey;
- THENCE:** Along fence and the Northwest line of said 422.887 acre tract of land, S 70-13-22 W 3183.91 feet to a 2/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Nueces River for the South corner of this survey;
- THENCE:** Along the East High bank of the Nueces River, the following courses:
- N 32-33-30 E 1827.18 feet to an angle point;
 - N 33-06-37 E 868.22 feet to an angle point;
 - N 36-33-49 E 257.63 feet to an angle point;

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EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

SAWS (284.486 Acres) - Page 2

N 18-32-04 E 693.34 feet to an angle point; and
N 07-46-46 E 624.97 feet to a railroad tie corner post
for an angle point;

THENCE: Along fence and the East high bank of said Nueces River,
N 12-25-21 E 374.80 feet to a 2" diameter pipe corner post
on the Southeast line of a County Road for the Northwest
corner of this survey;

THENCE: Along fence and the Southeast line of said County Road,
the following courses:

S 89-42-32 E 31.26 feet to a 6" diameter cedar post for
an angle point;

N 74-31-35 E 134.82 feet to an 8" diameter cedar post
for an angle point;

N 70-45-48 E 20.86 feet to an 8" diameter cedar post
for an angle point;

N 69-44-51 E 28.48 feet to an 8" diameter cedar post
for an angle point;

N 70-02-51 E 1243.85 feet to a electric power pole for
an angle point; and

N 71-06-59 E 568.05 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual
survey made under my supervision on the ground and that same is true and
correct. Witness my hand and seal this the 11th day of April
2000.

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-8005
FAX (830) 426-8160



WDL 08431 PG 01904

EXHIBIT "A" DESCRIPTION OF SAWS LAND

HABY FARM

THE STATE OF TEXAS
COUNTY OF UVALDE

PREPARED FOR: San Antonio Water System

FIELD NOTES TO DESCRIBE

A survey of 19.112 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract H in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 2" diameter pipe corner post found at the point-of-intersection of the East high bank of the Nueces River and the South line of a certain County Road near Haby's Crossing for the Northeast corner of this survey and the Northwest corner of a certain 234.486 acre tract of land, this day surveyed, from which an 8" diameter cedar post on the recognized North line of said Survey No. 138 and the North line of said County Road bears N 70-00-00 E 241.53 feet and N 20-00-00 W 14.68 feet, from said 8" diameter cedar corner post, a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;

THENCE: Along the East high bank of said Nueces River and the West and Northwest line of said 234.486 acre tract of land, the following courses:

Along fence, S 12-25-21 W 374.80 feet to a railroad tie corner post for an angle point;

Leaving fence, S 07-46-46 W 624.97 feet to an angle point;

S 15-52-04 W 693.34 feet to an angle point;

S 36-55-49 W 257.93 feet to an angle point;

S 55-06-37 W 366.22 feet to an angle point; and

S 32-33-30 W 1827.18 feet to a 5/8" iron pin set by an 8" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean F. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 289 of the Deed Records of Uvalde County, Texas, for the Southwest corner of said 234.486 acre tract of land and the Southeast corner of this survey;

THENCE: Along the Northwest line of said 422.887 acre tract of land, S 70-13-22 W at 49.03 feet pass a 1" diameter iron pipe in a rock mound on the East low bank of said Nueces River, continuing a total distance of 636.98 feet to a point on the East boundary line of the Nueces River for the Southwest corner of this survey;

THENCE: Along the East and Southeast boundary line of said Nueces River, the following courses:

N 15-26-22 E 223.60 feet to an angle point;

N 43-18-37 E 327.46 feet to an angle point;

N 50-30-40 W 60.86 feet to an angle point;

N 55-37-10 E 269.36 feet to an angle point;

N 44-22-02 E 214.57 feet to an angle point;

N 41-00-50 E 507.76 feet to an angle point;

UPL 08431 PS 01985

EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

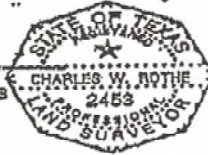
SAWS (19.112 Acres) - Page 2

N 36-49-26 E 172.91 feet to an angle point;
N 49-30-07 E 248.39 feet to an angle point;
N 02-34-10 W 114.24 feet to an angle point;
N 11-08-57 E 127.38 feet to an angle point;
N 87-24-46 E 460.79 feet to an angle point;
N 50-27-37 E 215.41 feet to an angle point;
N 86-48-09 E 560.00 feet to an angle point;
N 25-51-45 E 265.00 feet to an angle point;
N 05-33-06 E 605.18 feet to an angle point;
N 42-04-19 W 174.95 feet to an angle point;
N 07-46-59 E 194.52 feet to a point on or near the
Northwest corner of said Survey No. 138 for the
Northwest corner of this survey!

THENCE: N 78-01-29 E 206.56 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this 17th day of April, 2000.

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



WILL 009432 PG 01/065

EXHIBIT "D"

LIST OF IMPROVEMENTS AND PERSONAL PROPERTY

SINGLE FAMILY RESIDENCE SITUATED ON SAWS LAND

TWO METAL BARNS SITUATED ON SAWS LAND

ONE WOOD FRAME BARN SITUATED ON SAWS LAND

ONE 7 SPAN VALLEY PIVOT 7000 IRRIGATION SYSTEM WITH UNDERGROUND IRRIGATION PIPING SITUATED ON SAWS LAND

ONE ELECTRIC IRRIGATION WELL PUMP MOTOR SITUATED ON SAWS LAND

ONE DOMESTIC WATER WELL SITUATED ON SAWS LAND

EXHIBIT “E”

FORM OF NO WARRANTY BILL OF SALE

Effective Date:

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

Seller’s Mailing Address: P.O. Box 2449, San Antonio, Texas 78298-2449

Purchaser:

Purchaser’s Mailing Address:

Real Property (including improvements): The real property located in Uvalde County, Texas and described in Exhibit “A” attached hereto.

Transferred Properties: As set forth on Exhibit “B” attached hereto

Excluded Properties: As set forth on Exhibit “C” attached hereto

Consideration: Certain water rights conveyed of even date herewith to Seller, and other valuable consideration, the receipt of which is hereby acknowledged.

Seller is conveying the Real Property to Purchaser by deed without warranty. As part of this transaction, Seller desires to transfer its right, title and interest to the Transferred Properties to Purchaser.

For the Consideration, Seller transfers to Purchaser, without warranty of any kind, its right, title and interest to the Transferred Properties, save and except the Excluded Properties.

SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF TITLE TO THE TRANSFERRED PROPERTIES OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE TRANSFERRED PROPERTIES. THE TRANSFERRED PROPERTIES ARE SOLD ON AN “AS IS” BASIS.

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

Signatures on following page

SELLER:

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

By: _____

Printed Name: _____

Title: _____

ACCEPTED BY BUYER:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

TO FORM OF NO WARRANTY BILL OF SALE

DESCRIPTION OF SAWS LAND

See following pages

EXHIBIT "A" DESCRIPTION OF SAWS LAND HABY FARM

THE STATE OF TEXAS PREPARED FOR: San Antonio Water System
COUNTY OF UVALDE

FIELD NOTES TO DESCRIBE

A survey of 234.488 acres of land situated about 12.5 miles N 56° W of Uvalde, in Uvalde County, Texas, being 10.580 acres out of Survey No. 138, Abstract No. 348, John J. Young, original Grantee, and 224.106 acres out of Survey No. 138, Abstract No. 252, Henry Huff, original Grantee, being that same property described as Tract I in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 882 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At an 6" diameter cedar corner post found at the point-of-intersection of the Southwest line of Old Highway 55 and the Southeast line of a certain County Road for the Northeast corner of this survey from which the recognized Northeast corner of said Survey No. 138 bears N 19-52-00 W 44.84 feet and N 70-07-51 E 7365.66 feet, from said 6" diameter cedar corner post a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet
- THENCE:** Along fence and the Southwest line of said Old Highway 55, S 48-13-00 E 287.61 feet to a 4" diameter cedar post for an angle point, S 53-21-57 E 212.44 feet to an 8" diameter cedar corner post for an angle point, and S 26-28-43 E 1013.13 feet to a 3/4" iron pin found by a 6" diameter cedar corner post for the North corner of a certain 0.224 acre tract of land described in a deed to C. C. Stewart, et ux from Doris Rita Haby, et vir, dated January 23, 1988, as recorded in Volume 280 on Page 820 of the aforementioned Deed Records, and the upper Southwest corner of this survey;
- THENCE:** Along fence and the Northwest line of said 0.224 acre tract of land, S 43-09-25 W 209.28 feet to a 3/4" iron pin found by a 10" diameter cedar corner post on the Northwest line of that certain tract of land described in a deed to C. C. Stewart, et ux from Margaret Meeks, dated March 30, 1972, as recorded in Volume 157 on Page 54 of the Deed Records of Uvalde County, Texas, for the West corner of said 0.224 acre tract of land, and an angle point of this survey;
- THENCE:** Along fence and the Northwest line of said C. C. Stewart, et ux, tract of land, S 69-37-12 W 431.73 feet to a 5/8" iron pin found by railroad tie corner post for the Northwest corner of said C. C. Stewart, et ux, tract of land, and an interior corner of this survey;
- THENCE:** Along fence and the Southwest line of said C. C. Stewart, et ux, tract of land, S 21-02-34 E 1523.10 feet to a 3/4" iron pin found by a 6" diameter cedar corner post on the Northwest line of that certain 422.847 acre tract of land described in a deed to Henry O. Watoms from Donn P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 188 on Page 289 of the aforementioned Deed Records, for the Southwest corner of said C. C. Stewart, et ux, tract of land, and the lower East corner of this survey;
- THENCE:** Along fence and the Northwest line of said 422.847 acre tract of land, S 70-13-22 W 3183.91 feet to a 5/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Nueces River for the South corner of this survey;
- THENCE:** Along the East High bank of the Nueces River, the following courses:
- N 32-33-30 E 1827.18 feet to an angle point;
 - N 33-06-37 E 1688.22 feet to an angle point;
 - N 36-33-49 E 257.93 feet to an angle point;

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EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

SAWS (284.486 Acres) - Page 2

N 18-32-04 E 693.34 feet to an angle point; and
N 07-46-46 E 624.97 feet to a railroad tie corner post
for an angle point;

THENCE: Along fence and the East high bank of said Nueces River,
N 12-25-21 E 374.80 feet to a 2" diameter pipe corner post
on the Southeast line of a County Road for the Northwest
corner of this survey;

THENCE: Along fence and the Southeast line of said County Road,
the following courses:

S 89-42-32 E 31.26 feet to a 6" diameter cedar post for
an angle point;

N 74-31-35 E 134.82 feet to an 8" diameter cedar post
for an angle point;

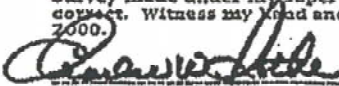
N 70-45-48 E 20.86 feet to an 8" diameter cedar post
for an angle point;

N 69-44-51 E 28.48 feet to an 8" diameter cedar post
for an angle point;

N 70-02-51 E 1243.85 feet to a electric power pole for
an angle point; and

N 71-06-59 E 568.05 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual
survey made under my supervision on the ground and that same is true and
correct. Witness my hand and seal this the 11th day of April
2000.


Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-8005
FAX (830) 426-8160



WDL 08431 PG 01904

EXHIBIT "A" DESCRIPTION OF SAWS LAND HABY FARM

THE STATE OF TEXAS
COUNTY OF UVALDE

PREPARED FOR: San Antonio Water System

FIELD NOTES TO DESCRIBE

A survey of 19.112 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 543, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract II in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 2" diameter pipe corner post found at the point-of-intersection of the East high bank of the Nueces River and the South line of a certain County Road near Haby's Crossing for the Northeast corner of this survey and the Northwest corner of a certain 234.486 acre tract of land, this day surveyed, from which an 8" diameter cedar post on the recognized North line of said Survey No. 138 and the North line of said County Road bears N 70-00-00 E 241.83 feet and N 20-00-00 W 14.88 feet, from said 8" diameter cedar corner post, a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;
- THENCE:** Along the East high bank of said Nueces River and the West and Northwest line of said 234.486 acre tract of land, the following courses:
- Along fence, S 12-25-21 W 874.80 feet to a railroad tie corner post for an angle point;
- Leaving fence, S 07-46-46 W 624.97 feet to an angle point;
- S 15-32-04 W 695.54 feet to an angle point;
- S 26-58-49 W 257.93 feet to an angle point;
- S 35-06-37 W 366.22 feet to an angle point; and
- S 32-33-30 W 1827.18 feet to a 5/8" iron pin set by an 6" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 299 of the Deed Records of Uvalde County, Texas, for the Southwest corner of said 234.486 acre tract of land and the Southeast corner of this survey;
- THENCE:** Along the Northwest line of said 422.887 acre tract of land, S 70-18-22 W at 49.03 feet pass a 1" diameter iron pipe in a rock mound on the East low bank of said Nueces River, continuing a total distance of 636.98 feet to a point on the East boundary line of the Nueces River for the Southwest corner of this survey;
- THENCE:** Along the East and Southeast boundary line of said Nueces River, the following courses:
- N 15-26-22 E 223.80 feet to an angle point;
- N 43-18-37 E 327.46 feet to an angle point;
- N 50-30-40 W 60.86 feet to an angle point;
- N 55-37-10 E 289.36 feet to an angle point;
- N 44-22-02 E 214.57 feet to an angle point;
- N 41-00-50 E 507.76 feet to an angle point;

VDL 09431 PG 01905

EXHIBIT "A" DESCRIPTION OF SAWS LAND
HABY FARM

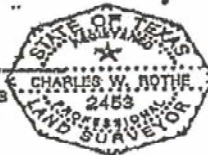
SAWS (19.112 Acres) - Page 2

N 36-49-26 E 172.91 feet to an angle point;
N 49-30-07 E 248.39 feet to an angle point;
N 02-34-10 W 114.24 feet to an angle point;
N 11-08-57 E 127.38 feet to an angle point;
N 87-24-46 E 460.79 feet to an angle point;
N 50-27-37 E 215.41 feet to an angle point;
N 86-48-09 E 560.00 feet to an angle point;
N 25-51-45 E 265.00 feet to an angle point;
N 05-33-06 E 605.18 feet to an angle point;
N 42-04-19 W 174.95 feet to an angle point;
N 07-46-59 E 194.52 feet to a point on or near the
Northwest corner of said Survey No. 138 for the
Northwest corner of this survey;

THENCE: N 78-01-29 E 208.56 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this the 17th day of April 2000.

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861.
Ph. (830) 426-3005
FAX (830) 426-8160



FILED 09-04-02 PM 01:40

EXHIBIT "B"

TO FORM OF NO WARRANTY BILL OF SALE

LIST OF PERSONAL PROPERTY

ONE 7 SPAN VALLEY PIVOT 7000 IRRIGATION SYSTEM WITH UNDERGROUND IRRIGATION PIPING SITUATED ON SAWS LAND

ONE ELECTRIC IRRIGATION WELL PUMP MOTOR SITUATED ON SAWS LAND

ONE DOMESTIC WATER WELL SITUATED ON SAWS LAND

EXHIBIT "C"

TO FORM OF NO WARRANTY BILL OF SALE

LIST OF EXCLUDED PROPERTY

N/A

EXHIBIT “F”

LIST OF EXCLUDED PROPERTY

None

EXHIBIT "G"

BIDDER'S CONSENT FORM

The undersigned, as the owner or representative acting on behalf of the owner of certain water rights ("Consenting Party"), has entered into a Purchase Agreement and Bidding Instructions with the San Antonio Water System ("SAWS") to transfer ownership of those water rights to SAWS. In conjunction with such transfer, Consenting Party hereby consents to and agrees to allow the review and copying by SAWS of any and all Edwards Aquifer Authority ("EAA") records relating to Consenting Party and the Consenting Party's EAA Initial Regular Permit No. _____ (the "Consenting Party's EAA Permit(s)"), as contained in the files of the EAA at any location of the EAA. Such right granted hereby to SAWS includes but is not limited to files relating to permit issuance, amendment, revocation, application, adjudication or other action affecting such permit or permits, all files relating to compliance or noncompliance with the terms of such permit(s), compliance or noncompliance with EAA Act, rules and regulations, any and all correspondence by and between Consenting Party and the EAA or involving any third party, all materials relating to fees assessed, paid, adjudicated or protested with respect to such permit(s), all information relating to pumpage, water measurement, critical period/demand management withdrawal allocation schedules, water usage or non-usage, all files relating to transfers of water rights into and/or out of Consenting Party's EAA Permit(s), and any other data or information affecting such permit(s) as contained in the files of the EAA. Consenting Party in addition hereby requests the EAA to allow access to all such files by SAWS and its representatives without further consent or approval from Consenting Party.

This consent is effective until written notice revoking this consent is provided by Consenting Party to both SAWS and to the EAA.

Date: _____

CONSENTING PARTY:

Print Name

Signature

EXHIBIT "H"

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.

Warranty Water Deed, Bill of Sale and Assignment of Permit

Date: _____, 201__ (“Effective Date”)

Grantor:

Grantor's Mailing Address:

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

Grantee's Mailing Address: P.O. Box 2449

San Antonio, Texas 78298-2449

Consideration: Good valuable consideration in hand paid by the Grantee to Grantor, the receipt and sufficiency of which Grantor acknowledges.

Water Rights: Right to withdraw _____ acre-feet per annum of unrestricted groundwater from the Edwards Aquifer under Edwards Aquifer Authority Initial Regular Permit to Withdraw Groundwater from the Edwards Aquifer No(s). _____, recorded in [insert recording information] (“Permit”), including all successor rights of or relating to such Permit or such groundwater withdrawal rights and all other real or personal property rights appurtenant to the Permit and groundwater withdrawal rights (all such rights referred to herein as “Water Rights”).

Reservations from Conveyance: Notwithstanding anything herein contained to the contrary, it is understood and agreed that Grantee, its successors or assigns, shall not enter upon nor use the surface of any of Grantor's land for conducting any surface or drilling operations for groundwater. Any beneficial use of the Water Rights shall be by way of transfer of the permitted withdrawal rights to points of withdrawal on lands which do not belong to Grantor.

Exceptions to Conveyance and Warranty:

1. The Water Rights conveyed herein are subject to any existing limitations, restrictions, applicable rules or other conditions now in effect or which may be adopted or imposed by the EAA, including but not limited to the limitations and conditions to the rights to withdraw and beneficially use Edwards Aquifer water as recited in the Permit.

2. The express terms and conditions of the Permit(s).
3. The terms and conditions of the "Conditions for Initial Regular Permits" recorded in _____, _____ County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, assigns and conveys to Grantee the Water Rights, together with all and singular the rights, whether real or personal, and appurtenances thereto in any way belonging, to have and to hold the Water Rights to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Water Rights to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EAA fees on the use of the Water Rights (including groundwater withdrawn under the Permit(s)) prior to the Effective Date will be paid by Grantor and EAA fees for the Water Rights (including the Permit(s)) after the Effective Date are the responsibility of Grantee.

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

GRANTOR:

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

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

(seal)

 Notary Public, State of Texas

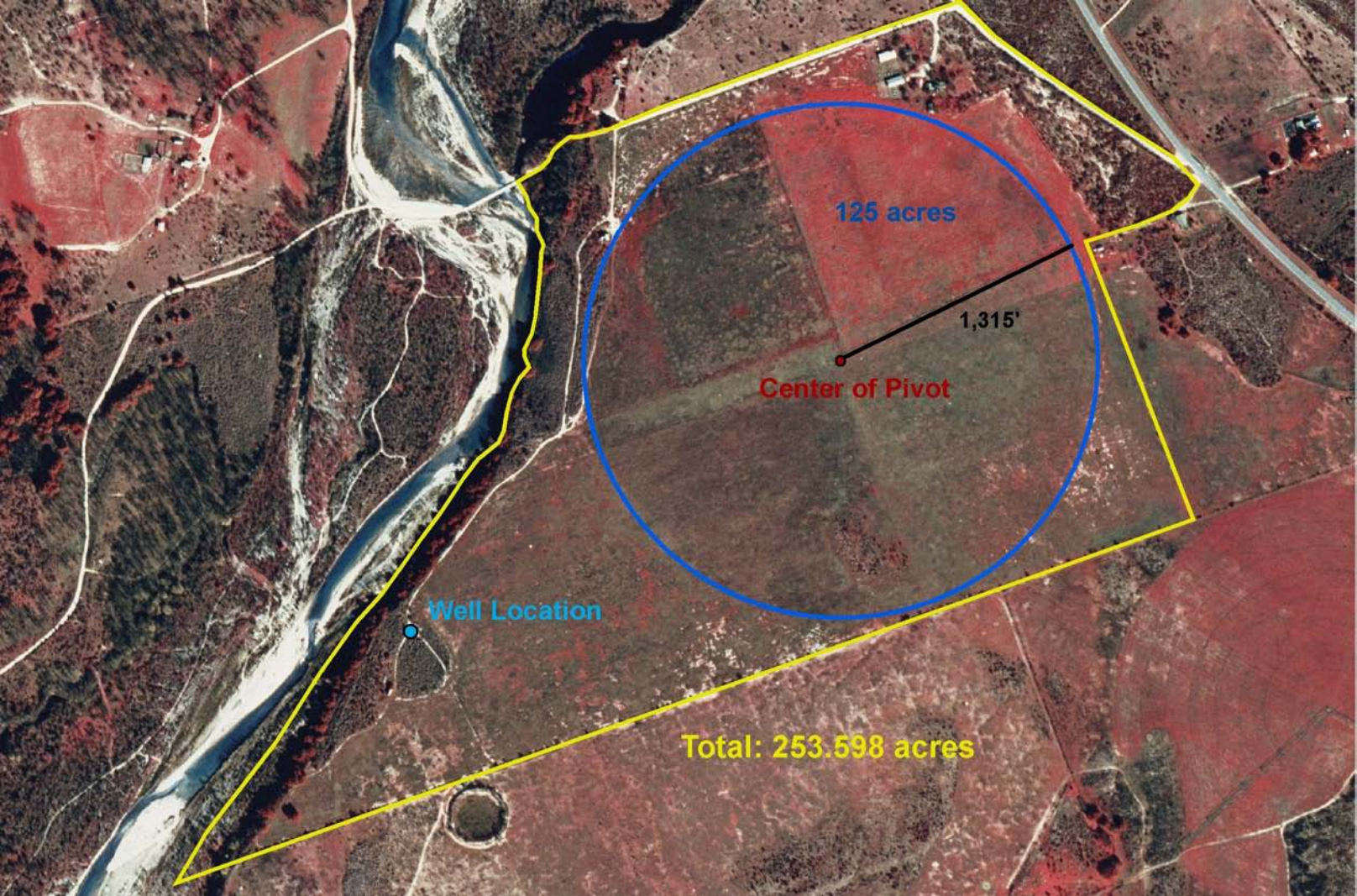
After recording, return to:

EXHIBIT "I"

LIST OF PROPERTY INFORMATION DOCUMENTS

- Aerial Photograph
- Survey of 253.598 acres of land prepared by Charles W. Rothe, RPLS No. 2453, dated April 11, 2000 and revised May 24, 2000
- Owner Policy of Title Insurance No. 4002001847 issued by Alamo Title Insurance effective September 13, 2012
- Special Warranty Deed by and between F.W. Ranchlands, L.P. and City of San Antonio, acting by and through its San Antonio Water System executed May 30, 2000 and recorded in Volume 438, Pages 769-819 of the Official Public Records of Real Property of Uvalde County, Texas
- Environmental Site Assessment Phase 1
Prepared by: LAW Engineering and Environment Services
LAW Project 60370-6-5704
Haby Property
Uvalde, Texas
December 1996
- Edwards Aquifer Authority Water Rights Document - Initial Regular Permit to Withdraw Groundwater from the Edwards Aquifer, October 17, 2008

AERIAL PHOTOGRAPH



125 acres

1,315'

Center of Pivot

Well Location

Total: 253.598 acres

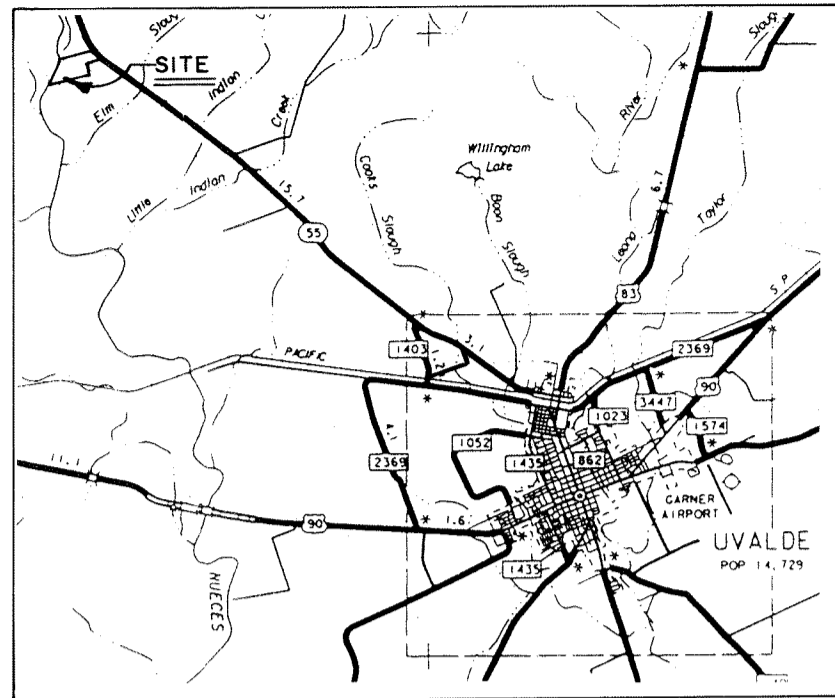
SURVEY

REVISED MAY 24, 2000

UVALDE

COUNTY,

TEXAS



LOCATION MAP

WILLIAM BARTLETT

abst. 43

868.496 Ac. Tr. - First Tr. 30 Esm't. Second Tr. & 84.969 Ac. Tr. - Third Tr.
Schubach Company to James D. Crockett, Jr., et ux
Vol. 336, Pg. 429
May 9, 1994

19.112 Acres

234.486 Acres

234.486 Ac. Tr. - Tr. I & 19.112 Ac. Tr. - Tr. II
Jeffery L. Hart, Trustee to F.W. Ranchlands, L.P.
Vol. 382, Pg. 764
July 30, 1997

HENRY HUFF
abst. 255

Remaining Part of 171.73 Ac. Tr.
Margaret Meeks to C.C. Stewart, et ux
Vol. 185, Pg. 54
March 30, 1972

JOHN J. YOUNG
abst. 548

422.887 Ac. Tr.
Dean P. Dimmitt, et ux to Harry O. Watkins
Vol. 185, Pg. 299
April 19, 1972

Blanket Easement - Doris Etta Haby, et al to
Schubach Company - Vol. 336, Pg. 416 - May 9, 1994

Electric Line Easement - C. C. Stewart to Medina Electric
Cooperative, Inc. - Vol. 329, Pg. 482 - July 7, 1993 - Does
Not Affect This Property

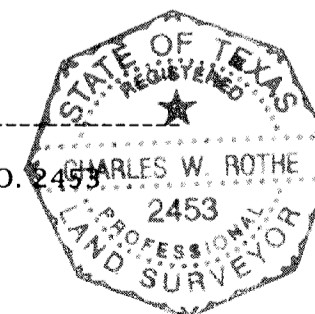
Easement - Hayden G. Haby to Medina Electric Cooperative, Inc.
Vol. 329, Pg. 484 - July 13, 1993

THE SUBJECT PROPERTY IS LOCATED WITHIN THE LIMITS OF A 100 YEAR FLOOD
ZONE AS SHOWN HEREON ACCORDING TO THE NATIONAL FLOOD INSURANCE
PROGRAM FLOOD INSURANCE RATE MAP, UVALDE COUNTY, TEXAS
(UNINCORPORATED AREAS) COMMUNITY PANEL NUMBER 480629 0250B.
EFFECTIVE DATE: AUGUST 4, 1987

I CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT
AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE
GROUND UNDER MY SUPERVISION AND THAT SAME IS TRUE AND
CORRECT. WITNESS MY HAND AND SEAL THIS THE 11th DAY
OF April, 2000.

Charles W. Rothe

CHARLES W. ROTHE
REGISTERED PROFESSIONAL SURVEYOR NO. 2453
1705 AVENUE K, P. O. BOX 426
HONDO, TEXAS 78861
PH. 830-426-3005
FAX 830-426-8160
E-MAIL - crassoc@hondo.net



PLAT REVISED: 5/11/00
PLAT REVISED: 5/24/00

PREPARED FOR: SAN ANTONIO WATER SYSTEM

TITLE COMMITMENT

OCTOBER 2012

COMMITMENT FOR TITLE INSURANCE

"Haby Farm"

Issued by **Fidelity National Title Insurance Company**



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 (FIDELITY NATIONAL TITLE INSURANCE COMPANY) 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.

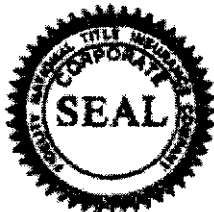
Alamo Title Company
4 Dominion Drive, Bldg 4, Ste 100
San Antonio, TX 78257
210-698-0924

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

Handwritten signature of the President of Fidelity National Title Insurance Company.

President



Attest

Handwritten signature of the Secretary of Fidelity National Title Insurance Company.

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.

AN "OUT-OF-COUNTY TITLE COMPANY" IS DEFINED TO BE A TITLE INSURANCE COMPANY, TITLE INSURANCE AGENT, OR ANY REPRESENTATIVE OR AGENT THEREOF, WHICH HAS NOT CONTRACTED WITH TITLE DATA TO ACCESS THE TITLE PLANT USED TO PREPARE A TITLE INSURANCE COMMITMENT. A LIST OF TITLE DATA'S SUBSCRIBERS IS AVAILABLE AT WWW.TITLEDATA.COM SELECTING THE *RESTRICTIONS* OPTION. THIS COVER LETTER *MUST* ACCOMPANY A TITLE INSURANCE COMMITMENT PROVIDED TO AN OUT-OF-COUNTY TITLE COMPANY

Required Language for a Title Insurance Commitment Cover Letter: Out-of-County Title Company

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 Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement 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.

We are permitted by Title Data to provide your company with this title insurance commitment *if and only if* (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitment pertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitment pertains, and (iv) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy *all* of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative."

In the event your company already has a business presence in the county to which this title insurance commitment pertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **September 13, 2012**

GF. No. 4002001847

Commitment No.: Not Applicable issued: **October 23, 2012**
(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:
The City of San Antonio, a Texas municipal corporation, acting by and through its San Antonio Water System
4. Legal description of land:
TRACT I:
234.486 acres of land situated about 12.6 miles N 56 deg. W of Uvalde, in Uvalde County, Texas, being 10.380 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 224.106 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract I in a deed to FW Ranchlands, L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, TOGETHER WITH: All rights in and under that certain Reciprocal Easements Agreement as recorded in Volume 365, Page 639, and in Volume 336, Page 429, of the Official Public Records of Uvalde County, Texas. Said 234.486 acres being more particularly described on Exhibit "A-1" attached hereto and made a part hereof. (Haby Tract)

TRACT II:

19.112 acres of land situated about 12.6 miles N 56 deg. W of Uvalde, in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract II in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described on Exhibit "A-2" attached hereto and made a part hereof. (Haby Tract)

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

THE STATE OF TEXAS
COUNTY OF UVALDE

PREPARED FOR: San Antonio Water System

FIELD NOTES TO DESCRIBE

A survey of 234.486 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 10.380 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 224.106 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract I in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At an 8" diameter cedar corner post found at the point-of-intersection of the Southwest line of Old Highway 55 and the Southeast line of a certain County Road for the Northeast corner of this survey from which the recognized Northeast corner of said Survey No. 138 bears N 19-52-09 W 44.34 feet and N 70-07-51 E 7365.66 feet, from said 8" diameter cedar corner post a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;
- THENCE:** Along fence and the Southwest line of said Old Highway 55, S 48-15-00 E 287.61 feet to a 4" diameter cedar post for an angle point, S 53-21-57 E 215.44 feet to an 8" diameter cedar corner post for an angle point, and S 56-38-43 E 1015.13 feet to a ¾" iron pin found by a 6" diameter cedar corner post for the North corner of a certain 0.224 acre tract of land described in a deed to C. C. Stewart, et ux from Doris Etta Haby, et vir, dated January 25, 1985, as recorded in Volume 260 on Page 820 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the Northwest line of said 0.224 acre tract of land, S 45-09-25 W 209.23 feet to a ¾" iron pin found by a 10" diameter cedar corner post on the Northwest line of that certain tract of land described in a deed to C. C. Stewart, et ux from Margaret Meeks, dated March 30, 1972, as recorded in Volume 185 on Page 54 of the Deed Records of Uvalde County, Texas, for the West corner of said 0.224 acre tract of land, and an angle point of this survey;
- THENCE:** Along fence and the Northwest line of said C. C. Stewart, et ux, tract of land, S 69-37-12 W 431.73 feet to a ¾" iron pin found by railroad tie corner post for the Northwest corner of said C. C. Stewart, et ux, tract of land, and an interior corner of this survey;
- THENCE:** Along fence and the Southwest line of said C. C. Stewart, et ux, tract of land, S 21-02-34 E 1523.10 feet to a ¾" iron pin found by a 6" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 299 of the aforementioned Deed Records, for the Southwest corner of said C. C. Stewart, et ux, tract of land, and the lower East corner of this survey;
- THENCE:** Along fence and the Northwest line of said 422.887 acre tract of land, S 70-13-22 W 5183.91 feet to a 5/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Nueces River for the South corner of this survey;
- THENCE:** Along the East high bank of the Nueces River, the following courses:
- N 32-33-30 E 1827.18 feet to an angle point;
 - N 35-06-37 E 368.22 feet to an angle point;
 - N 36-38-49 E 257.93 feet to an angle point;

N 18-32-04 E 693.34 feet to an angle point; and

N 07-46-46 E 624.97 feet to a railroad tie corner post
for an angle point;

THENCE: Along fence and the East high bank of said Nueces River,
N 12-25-21 E 374.80 feet to a 2" diameter pipe corner post
on the Southeast line of a County Road for the Northwest
corner of this survey;

THENCE: Along fence and the Southeast line of said County Road,
the following courses:

S 89-42-52 E 31.26 feet to a 6" diameter cedar post for
an angle point;

N 74-31-35 E 134.82 feet to an 8" diameter cedar post
for an angle point;

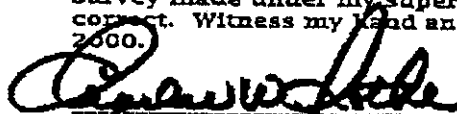
N 70-45-48 E 20.86 feet to an 8" diameter cedar post
for an angle point;

N 69-44-51 E 28.48 feet to an 8" diameter cedar post
for an angle point;

N 70-02-51 E 1243.85 feet to a electric power pole for
an angle point; and

N 71-06-59 E 568.05 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual
survey made under my supervision on the ground and that same is true and
correct. Witness my hand and seal this the 11 day of April
2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160

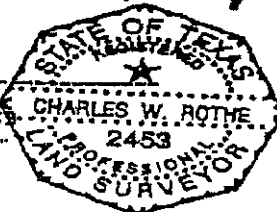


EXHIBIT A-2

THE STATE OF TEXAS PREPARED FOR: San Antonio Water System
COUNTY OF UVALDE

FIELD NOTES TO DESCRIBE

A survey of 19.112 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract II in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 2" diameter pipe corner post found at the point-of-intersection of the East high bank of the Nueces River and the South line of a certain County Road near Haby's Crossing for the Northeast corner of this survey and the Northwest corner of a certain 234.486 acre tract of land, this day surveyed, from which an 8" diameter cedar post on the recognized North line of said Survey No. 138 and the North line of said County Road bears N 70-00-00 E 241.53 feet and N 20-00-00 W 14.68 feet, from said 8" diameter cedar corner post, a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;

THENCE: Along the East high bank of said Nueces River and the West and Northwest line of said 234.486 acre tract of land, the following courses:

Along fence, S 12-25-21 W 374.80 feet to a railroad tie corner post for an angle point;

Leaving fence, S 07-46-46 W 624.97 feet to an angle point;

S 18-32-04 W 693.34 feet to an angle point;

S 36-38-49 W 257.93 feet to an angle point;

S 35-06-37 W 368.22 feet to an angle point; and

S 32-35-30 W 1827.18 feet to a 5/8" iron pin set by an 8" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 299 of the Deed Records of Uvalde County, Texas, for the Southwest corner of said 234.486 acre tract of land and the Southeast corner of this survey;

THENCE: Along the Northwest line of said 422.887 acre tract of land, S 70-13-22 W at 49.03 feet pass a 1" diameter iron pipe in a rock mound on the East low bank of said Nueces River, continuing a total distance of 636.98 feet to a point on the East boundary line of the Nueces River for the Southwest corner of this survey;

THENCE: Along the East and Southeast boundary line of said Nueces River, the following courses:

N 15-26-22 E 223.80 feet to an angle point;

N 43-18-37 E 327.46 feet to an angle point;

N 50-30-40 W 60.36 feet to an angle point;

N 55-37-10 E 289.36 feet to an angle point;

N 44-22-02 E 214.57 feet to an angle point;

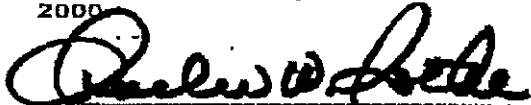
N 41-00-50 E 507.76 feet to an angle point;

SAWS (19.112 Acres) - Page 2

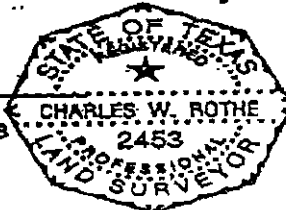
N 36-49-26 E 172.91 feet to an angle point;
N 49-30-07 E 248.39 feet to an angle point;
N 02-34-10 W 114.24 feet to an angle point;
N 11-08-57 E 127.38 feet to an angle point;
N 37-24-46 E 460.79 feet to an angle point;
N 50-27-37 E 215.41 feet to an angle point;
N 36-48-09 E 560.00 feet to an angle point;
N 25-51-45 E 265.00 feet to an angle point;
N 05-33-06 E 605.18 feet to an angle point;
N 42-04-19 W 174.95 feet to an angle point;
N 07-46-59 E 194.52 feet to a point on or near the
Northwest corner of said Survey No. 138 for the
Northwest corner of this survey;

THENCE: N 73-01-29 E 206.56 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this the 12 day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2012**, 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 **2012**, 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. **Subject to the terms, conditions and stipulations contained in that certain Reciprocal Easement Agreement recorded in Volume 365, Page 639, Official Public Records of Uvalde County, Texas.**
- b. **Royalty Deed dated September 26, 1929, recorded in Volume 70, Page 333, Deed Records of Uvalde County, Texas, from S.D. Utz to Texas Osage Co-Op Royalty Pool and Flag Oil Company of Texas, which Royalty Deed conveyed an undivided 1/2 interest in and to the mineral estate, 1/4 of said 1/2 being in Flag Oil Company of Texas and 3/4 of 1/2 being in Texas Osage Co-Op Royalty Pool, Flag Oil Company of Texas conveyed to Flag Oil Corporation of Delaware, an undivided 1/8 interest in the mineral estate by Deed dated March 2, 1948, recorded in Volume 112, Page 181, Deed Records and amended by Volume 339, Page 473, Official Public Records of Uvalde County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.**
- c. **Non-participating royalty reservation contained in Deed dated January 10, 1964, from Charles E. Snelling et ux to Margaret Weeks and Patricia Gerdes, reserving an undivided 1/2 interest of the customary 1/8 royalties, said Deed recorded in Volume 153, Page 489, Deed Records of Uvalde County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.**
- d. **Undivided one-fourth (1/4) non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, reserved by instrument recorded in Volume 260, Page 822, of the Deed Records of Uvalde County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.**
- e. **Electric transmission and distribution line easement granted to Medina Electric Cooperative, Inc., as recorded in Volume 329, Page 482 and Volume 329, Page 484, Official Public Records of Uvalde County, Texas.**
- f. **Easement granted to Schubach Company as recorded in Volume 336, Page 416, Official Public Records of Uvalde County, Texas. (Tract II)**
- g. **Terms, conditions and stipulations as set forth in Assignment of Permit Applications and Permit Rights, dated to be effective May 30, 2000, executed by and between F.W. Ranchlands LP., ("Assignor") and The City of San Antonio, a Texas Municipal Corporation, acting by and through the San Antonio Water Systems ("Assignee"), recorded June 5, 2000, in Volume 438, Page 820, Official Public Records of Uvalde County, Texas.**
- h. **Affidavit of Non-Production, executed by H. Martin Jensen, Jr., recorded June 5, 2000, in Volume 438, Page 867, Official Public Records of Uvalde County, Texas.**
- i. **Terms, conditions and stipulations as set forth in Deed Without Warranty, dated October 4, 2000, executed by City of San Antonio, acting by and through the San Antonio Water System, in it's capacity as Agent for The Regional Water Resource Development Group to City of Garden Ridge, recorded February 8, 2001, in Volume 451, Page 859, Official Public Records of Uvalde County, Texas; the portion of the "RWRDG Water Rights" to be conveyed hereunder shall be two (2) acre feet per annum...**
- j. **Terms, conditions and stipulations as set forth in Deed Without Warranty, dated September 22, 2000, executed by City of San Antonio, acting by and through the San Antonio Water System, in it's capacity as Agent for The Regional Water Resource Development Group to City of Hondo, recorded February 8, 2001, in Volume 451, Page 868, Official Public Records of Uvalde County, Texas; the portion of the "RWRDG Water Rights" to be conveyed hereunder shall be four (4) acre feet per annum...**
- k. **Terms, conditions and stipulations as set forth in Deed Without Warranty, dated October 4, 2000, executed by City of San Antonio, acting by and through the San Antonio Water**

System, in it's capacity as Agent for The Regional Water Resource Development Group to City of Leon Valley, recorded February 8, 2001, in Volume 451, Page 875, Official Public Records of Uvalde County, Texas; the portion of the "RWRDG Water Rights' to be conveyed hereunder shall be one (1) acre feet per annum...

- i. Terms, conditions and stipulations as set forth in Deed Without Warranty, dated October 4, 2000, executed by City of San Antonio, acting by and through the San Antonio Water System, in it's capacity as Agent for The Regional Water Resource Development Group to City of Selma, recorded February 8, 2001, in Volume 451, Page 883, Official Public Records of Uvalde County, Texas; the portion of the "RWRDG Water Rights' to be conveyed hereunder shall be three (3) acre feet per annum..**
- m. Terms, conditions and stipulations as set forth in Deed Without Warranty, dated October 4, 2000, executed by City of San Antonio, acting by and through the San Antonio Water System, in it's capacity as Agent for The Regional Water Resource Development Group to City of Shavano Park, recorded February 8, 2001, in Volume 451, Page 891, Official Public Records of Uvalde County, Texas; the portion of the "RWRDG Water Rights' to be conveyed hereunder shall be seven (7) acre feet per annum...**
- n. Terms, conditions and stipulations as set forth in Deed Without Warranty, dated October 4, 2000, executed by City of San Antonio, acting by and through the San Antonio Water System, in it's capacity as Agent for The Regional Water Resource Development Group to City of Selma, recorded February 8, 2001, in Volume 451, Page 899, Official Public Records of Uvalde County, Texas; the portion of the "RWRDG Water Rights' to be conveyed hereunder shall be two (2) acre feet per annum...**
- o. Terms, conditions and stipulations in that certain Permit to Withdraw Groundwater from the Edward Aquifer, Permit No. IRP (2001-UV00537, executed by the Edward Aquifer Authority to San Antonio Water System, recorded March 21, 2001, in Volume 456, Page 768, Official Public Records of Uvalde County, Texas.**
- p. Terms, conditions and stipulations in that certain Permit to Withdraw Groundwater from the Edward Aquifer, Permit No. IRP (2001-UV00478, executed by the Edward Aquifer Authority to San Antonio Water System, recorded March 21, 2001, in Volume 456, Page 835, Official Public Records of Uvalde County, Texas.**
- q. Terms, conditions and stipulations in that certain Permit to Withdraw Groundwater from the Edward Aquifer, Permit No. IRP (2001-UV00437, executed by the Edward Aquifer Authority to San Antonio Water System, recorded March 21, 2001, in Volume 457, Page 1, Official Public Records of Uvalde County, Texas.**
- r. Terms, conditions and stipulations in that certain Permit to Withdraw Groundwater from the Edward Aquifer, Permit No. IRP (2001-UV00576, executed by the Edward Aquifer Authority to San Antonio Water System, recorded March 21, 2001, in Volume 457, Page 70, Official Public Records of Uvalde County, Texas.**
- s. Terms, conditions and stipulations in that certain Permit to Withdraw Groundwater from the Edward Aquifer, Permit No. IRP (2001-UV00479), executed by the Edward Aquifer Authority to San Antonio Water System, recorded March 21, 2001, in Volume 457, Page 137, Official Public Records of Uvalde County, Texas.**
- t. Terms, conditions and stipulations in that certain Permit to Withdraw Groundwater from the Edward Aquifer, Permit No. IRP (2001-UV00461), executed by the Edward Aquifer Authority to San Antonio Water System, recorded March 21, 2001, in Volume 457, Page 205, Official Public Records of Uvalde County, Texas.**
- u. Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. IRP (2001-UV00478) dated December 14, 2001**

- recorded January 22, 2002, in Volume 475, Page 756, Official Public Records of Uvalde County, Texas.
- v. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. IRP (2001-UV00537) dated December 1, 2001 recorded January 17, 2002, in Volume 475, Page 764, Official Public Records of Uvalde County, Texas.**
 - w. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. IRP (2001-UV00576) dated December 14, 2004 recorded January 22, 2002, in Volume 475, Page 772, Official Public Records of Uvalde County, Texas.**
 - x. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. IRP (2001-UV00437) dated December 21, 2001 recorded January 22, 2002, in Volume 475, Page 780, Official Public Records of Uvalde County, Texas.**
 - y. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. IRP (2001-UV00461) dated December 21, 2001 recorded January 22, 2002, in Volume 475, Page 788, Official Public Records of Uvalde County, Texas.**
 - z. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. IRP (2004-UV00487) dated effective January 1, 2005, recorded December 28, 2004, in Volume 548, Page 238, Official Public Records of Uvalde County, Texas.**
 - aa. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. P101-744 (UV00461) dated October 13, 2008, recorded October 20, 2008, in Clerk's File No. 2008003965, Official Public Records of Uvalde County, Texas.**
 - bb. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. P101-818 (UV00487) dated October 13, 2008, recorded October 20, 2008, in Clerk's File No. 2008003968, Official Public Records of Uvalde County, Texas.**
 - cc. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. P101-699 (UV00437) dated October 17, 2008, recorded October 22, 2008, in Clerk's File No. 2008004060, Official Public Records of Uvalde County, Texas.**
 - dd. **Right of Way easement, from San Antonio Water Systems, to Medina Electric Cooperative, recorded July 19, 2010, Clerk's File No. 2010002126, Official Public Records of Uvalde County, Texas.**
 - ee. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. P101-744 (UV00461) dated August 10, 2010, recorded August 24, 2010, in Clerk's File No. 2010002511, Official Public Records of Uvalde County, Texas.**
 - ff. **Terms, conditions and stipulations as set forth in Memorandum of Agricultural Lease, dated May 3, 2011, from City of San Antonio, a Texas municipal corporation, acting by its San Antonio Water System, (Landlord) and Weasley Wright (Tenant) dated July 30, 2010, in Clerk's File No. 2011001365, Official Public Records of Uvalde County, Texas.**

- gg. **Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.**
- hh. **Rights of tenants, as tenants only, under unrecorded leases or rental agreements.**
- ii. **Terms, Conditions and Stipulations of that certain Edwards Aquifer Authority Water Rights Filing Instructions, Initial Regular Permit No. IRP (2004-UV00630) dated effective January 1, 2005, recorded December 28, 2004, in Volume 548, Page 245, Official Public Records of Uvalde County, Texas.**
- jj. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservation of mineral interest that are not listed.**
- kk. **Those liens created at closing, if any, pursuant to Lender's instructions.**
- ll. **Rights of Parties in Possession (Owner Policy Only)**
- mm. **Visible and apparent easements over and across subject property. (Owner Policy Only)**
- nn. **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 UVALDE 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.

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

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

COMMITMENT FOR TITLE INSURANCE**SCHEDULE C**

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Determine the identity of person(s) authorized to execute document on behalf of the City of San Antonio, a Texas municipal corporation, acting by its San Antonio Water System.**
6. **We require evidence of the marital/homestead status of the record owner(s) and/or borrower(s), from the date of acquisition of the property to the date of closing of this transaction. If title is held by a married person, we will require the joinder of both spouses on any conveyance. Any loan transaction may require an affidavit acceptable to Company to designate and disclaim the residence or business homestead of borrower(s). Commerce Title Company reserves the right to make further requirements based on said evidence and/or affidavit.**
7. **The following note is for informational purposes only: According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:**

Deed Type: Special Warranty Deed

Grantors: F.W. Ranchlands, LP.

Grantees: The City of San Antonio, a Texas municipal corporation, acting by and through its San Antonio

Water System

Instrument: n/a

Dated: May 30, 2000

Recorded Date: June 5, 2000

Consideration: \$0.00

DBV: 438/769

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. **4002001847**

Effective Date: **September 13, 2012**

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 **Fidelity National Title Insurance Company**:

<u>Officers</u>		<u>Directors</u>
President	Raymond Randall Quirk	George P. Scanlon
Executive Vice President	Anthony John Park	Raymond Randall Quirk
Secretary	Michael Louis Gravelle	Anthony John Park
Treasurer	Daniel K. Murphy	

Fidelity National Financial, Inc. owns 100% of FNTG Holdings, Inc., which owns 100% of Fidelity National Title Group, Inc. which owns 100% of **Fidelity National Title Insurance Company**.

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**

<u>DIRECTORS:</u>	<u>OFFICERS:</u>	
Raymond Randall Quirk	Edward J. Hall	President
Anthony John Park	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.

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

TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at _____ 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.

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 Fidelity National Title Insurance Company's toll-free telephone number for information or to make a complaint at:

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

1-800-442-4303

1-800-442-4303

You may also write to Fidelity National Title Insurance Company at:

Usted tambien puede escribir a Fidelity National Title Insurance Company:

**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

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

ATTACH THIS NOTICE TO YOUR POLICY:

UNA ESTE AVISO A SU POLIZA:

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

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

SPECIAL WARRANTY DEED

EXECUTED MAY 30, 2000

SPECIAL WARRANTY DEED

(Uvalde County)

THAT **F.W. RANCLANDS, L.P.**, hereinafter collectively referred to as "Grantor" (whether one or more), whose mailing address is c/o United States Filter Corp, 40-004 Cook Street, Palm Desert, CA 92211, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration in hand paid by **THE CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS SAN ANTONIO WATER SYSTEM**, hereinafter called "Grantee" (whether one or more) whose mailing address is 1001 E. Market Street, P.O. Box 2449, San Antonio, Texas 78298, the receipt of which is hereby acknowledged, has **GRANTED SOLD AND CONVEYED** and by these presents does **GRANT, SELL AND CONVEY** unto said Grantee, the following property (the "Property"):

All of (i) the real property more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, (ii) all common law property rights to and for the groundwater or other water rights which relate to the real property more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, including but not limited to all (A) of the real property rights and appurtenances, if any, pertaining to such rights, and (B) rights to withdraw and beneficially use groundwater from such property, and (iii) all easements which serve the real property more particularly described on Exhibit "A" attached hereto (which are hereinafter collectively referred to as the "Land");

All buildings, structures, fixtures and improvements of every kind and nature presently situated on, in or under the Land (which are hereinafter collectively referred to as the "Improvements");

All right title and interest of Grantor in and to any rights and appurtenances pertaining to such Land and Improvements, including, but not limited to, all right, title and interest of Grantor in and to adjacent roads, alleys, drainage facilities, and utility facilities, strips and gores between the described real property and abutting properties and all permits, authorities, licenses, consents and bonds, if any (which items are hereinafter collectively referred to as the "Appurtenant Property");

All right, title and interest of Grantor in and to any rights, permits, authorities, licenses, consents and contracts, if any, relating to or pertaining to any property rights to and for the water and/or groundwater which relates to the Land (collectively referred to as "Edwards Permit Rights") including but not limited to all (A) Edwards Aquifer Authority ("EAA") permit application rights (including rights under the applications set out on Exhibit "B" attached hereto) relating thereto or pertaining to such property rights, (B) all interim authorization rights granted by the EAA relating thereto or pertaining to such property rights, (C) the EAA proposed permits, if any relating thereto or pertaining to such property rights, (C) the EAA final permits upon issuance and all other EAA permit rights relating to or pertaining to such property rights and (E) all right, title and interest of Grantor in and to rights to withdraw and beneficially use groundwater from the Land which relate to the EAA permitting process (to the extent not already conveyed as "Land" above), including those relating to the Edwards Aquifer, as such rights are derived from the Land, and further derived from the withdrawal of Edwards Water from one or more wells owned by Grantor and located on the Land (or located on land near or adjacent thereto), and all other appurtenances, permits, authorities, licenses, consents and contracts, if any, relating to or pertaining to such Edwards Aquifer withdrawal rights, together with all modification, amendments, renewals, extensions or successor or substitute permits relating to any of the above described items (which items are hereinafter collectively referred to as the "Edwards Permit Rights").

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions stated herein, to Grantee and

Grantee's successors and assigns forever, and Grantor binds itself and its successors TO WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's successors and assigns, subject to the provisions stated herein, against every person lawfully claiming or to claim all or any part of the Property, by, through or under Grantor, but not otherwise. Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests defined as the Appurtenant Property and the Edwards Permit Rights described above, Grantor is granting, selling, and conveying Grantor's right, title and interest in same without warranty (whether statutory, express, or implied).

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS DEED OR IN SECTION 11 OF THE EARNEST MONEY CONTRACT DATED FEBRUARY 14, 2000 ("CONTRACT"), BETWEEN GRANTOR AS SELLER AND GRANTEE AS BUYER (COLLECTIVELY THE "GRANTOR'S REPRESENTATIONS"), GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES; OR (6) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING AND EXCEPT FOR THE GRANTOR'S REPRESENTATIONS, GRANTOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS OR TOXIC WASTE OR SUBSTANCE ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY AND ALL FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS, ORDINANCES, REGULATIONS, ORDERS, DECREES OR RULES REGULATING, RELATING TO OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS OR TOXIC WASTES OR SUBSTANCES.

EXCEPT FOR THE GRANTOR'S REPRESENTATIONS OR AS OTHERWISE SET FORTH IN THE CONTRACT, GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE "AS IS" "WHERE IS," AND WITH ALL FAULTS, SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, STATUTORY, EXPRESS OR IMPLIED.

Current ad valorem taxes and assessments on the Property, if any, have been prorated to the date hereof.

This conveyance is made and accepted subject to the matters set forth on Exhibit "C" attached hereto and incorporated herein for all purposes, to the extent the same are valid and subsisting and affect the Property ("Permitted Encumbrances").

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this deed is executed by or to a corporation, or trustee, the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successor and assigns".

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EXECUTED this 30 day of May, 2000.

GRANTOR:

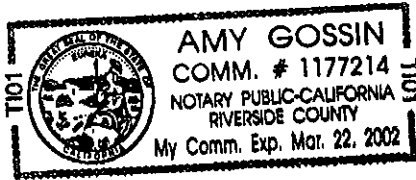
F.W. RANGLANDS, L.P.

By: U.S. Filter Farms GP, Inc., its general partner

By: *H. Martin Jessen*
Name: H. Martin Jessen, Jr.
Title: Vice President

STATE OF CALIFORNIA §
 §
COUNTY OF Riverside §

This instrument was acknowledged before me on the 24 day of May, 2000, by H. Martin Jessen, Jr., Vice President of U.S. Filter Farms GP, Inc., the general partner of F.W. Ranchlands, L.P., on behalf of said limited partnership.



Amy Gossin
Notary Public, State of California

AFTER RECORDING RETURN TO:

BRACEWELL & PATTERSON, L.L.P.
106 S. St. Mary's Street, Suite 800
San Antonio, Texas 78205
Attn: Elizabeth Chumney Breazeale

VOL 0438 PAGE 771

FIELD NOTES TO DESCRIBE

A survey of 179.133 acres of land situated about 21 miles S 62° W of San Antonio in Bexar County, Texas, out of Survey No. 25 3/8, Abstract No. 1010, J. P. Houghton, original Grantee, being a portion of Block 46 of the San Antonio Suburban Irrigated Farms Subdivision, a subdivision as shown on a plat thereof recorded in Volume 980 on Page 132 of the Deed and Plat Records of Bexar County, Texas, and being that same property described in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated August 1, 1997, as recorded in Volume 7160 on Page 1953 of the Official Public Records of Real Property of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 1/2" iron pin found by a 6" diameter creosote corner post on the West line of Wisdom Road and the East line of said Block 46 for the Southeast corner of that certain 12.812 acre tract of land described in a deed to Tolbert Brown, et ux from Dorothy Leihsing, et al, dated March 30, 1982, as recorded in Volume 2553 on Page 1970 of the aforementioned Official Public Records, and the lower Northeast corner of this survey from which the Northeast corner of said Block 46 bears N 00-04-00 W 354.1 feet, N 00-40-00 W 1251.6 feet, and N 00-15-00 W 418.0 feet (record);
- THENCE;** Along fence and the West line of said Wisdom Road, S 00-04-55 W 1929.85 feet to a 4" diameter pipe corner post for the Northeast corner of that certain 60.00 acre tract of land described as Second Tract in a deed to Wendell Gilbert, et ux from Addie Olivia White, dated October 11, 1950, as recorded in Volume 3047 on Page 288 of the Deed Records of Bexar County, Texas, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the North line of said 60.00 acre tract of land, S 89-13-37 W 1788.69 feet to a 5/8" iron pin set by a 12" diameter creosote corner post for the Northwest corner of said 60.00 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the West line of said 60.00 acre tract of land, S 00-46-54 E 608.74 feet to a 5/8" iron pin set by an 8" diameter creosote corner post for the Northeast corner of that certain 30 acres of land, more or less, described in a deed to Ralph & Sons Farms, Inc. from Alta Vista Farms, Inc., dated January 2, 1995, as recorded in Volume 6483 on Page 910 of the said Official Public Records, and the lower Southeast corner of this survey;
- THENCE:** Along fence and the North line of said 30 acres of land, more or less, N 89-37-38 W 1397.21 feet to a 5/8" iron pin set on the Northeast R.O.W. line of B-1 Canal and the Southwest line of said Block 46 for the Northwest corner of said 30 acres of land, more or less, and the Southwest corner of this survey;
- THENCE:** Along the Northeast and East R.O.W. line of said B-1 Canal, the following courses:
- N 57-03-00 W 130.28 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the right;
 - Along the arc of said curve to the right having a radius of 75.60 feet, a central angle of 50°40'00", a tangent of 35.79 feet, and a chord which bears N 31-43-00 W 64.70 feet, a distance of 66.85 feet to a 5/8" iron pin set for the point-of-tangency of said curve;
 - N 06-23-00 W 233.77 feet to a 5/8" iron pin set for an angle point;

EXHIBIT A

SAWS (179.133 Acres) - Page 2

N 31-17-00 E 277.50 feet to a 5/8" iron pin set for an angle point;

N 24-36-00 E 278.27 feet to a 5/8" iron pin set for an angle point;

N 22-36-00 E 535.02 feet to a 5/8" iron pin set for an angle point;

N 02-16-00 E 261.13 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;

Along the arc of said curve to the left having a radius of 253.10 feet, a central angle of 25°14'00", a tangent of 56.65 feet, and a chord which bears N 10-23-00 W 110.57 feet, a distance of 111.47 feet to a 5/8" iron pin set for the point-of-tangency of said curve;

N 23-00-00 W 233.70 feet to a 5/8" iron pin set for an angle point;

N 08-30-00 W 479.90 feet to a 5/8" iron pin set for an angle point;

N 07-00-00 E 271.02 feet to a 5/8" iron pin set for an angle point; and

N 14-00-00 E 433.57 feet to a 5/8" iron pin set by a 6" diameter cedar corner post for the Southwest corner of that certain 37.09 acre tract of land described in a deed to Isidor J. Pawelek from Tolbert Brown, et ux, dated June 7, 1977, as recorded in Volume 8157 on Page 133 of the Deed Records of Bexar County, Texas, and the Northwest corner of this survey;

THENCE: Along fence and the South line of said 37.09 acre tract of land, East 1678.70 feet to a 1/2" iron pin found by an 8" diameter creosote corner post for the Southeast corner of said 37.09 acre tract of land, the lower Southwest corner of the remnants of that certain 90 acre tract of land described in a deed to Tolbert Brown, et ux from T. C. Young, et ux, dated November 8, 1968, as recorded in Volume 6059 on Page 574 of the aforementioned Deed Records, and an angle point of this survey;

THENCE: Along fence and the South line of said 90 acre tract of land, N 89-57-01 E 207.70 feet to a 1/2" iron pin found by a 6" diameter creosote corner post for the Northwest corner of said 12.812 acre tract of land and the upper Northeast corner of this survey;

THENCE: Along fence, S 00-04-47 E 539.02 feet to a 1/2" iron pin found by a 6" diameter creosote corner post for the Southwest corner of said 12.812 acre tract of land and an interior corner of this survey;

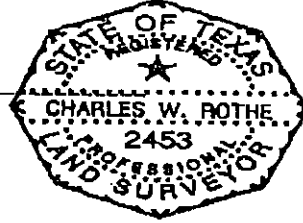
THENCE: Along fence and the South line of said 12.812 acre tract of land, N 89-56-46 E 1030.72 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the South line of said 37.09 acre tract of land between a 5/8" iron pin set by a 6" diameter cedar corner post and a found 1/2" iron pin by an 8" diameter creosote corner post having a bearing and distance of East 1678.70 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 14th day of April, 2000.

Charles W. Rothe

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 331.894 acres of land situated about 10 miles S 59' W of Hondo in Medina County, Texas, out of Survey No. 740, Abstract No. 185, Juan Casanova, original Grantee, being that same property called 331.8988 acres in a deed to FW Ranchlands, L.P. from Deluxe Cattle Company, dated September 9, 1997, as recorded in Volume 304 on Page 149 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 5/8" iron pin found 1 foot East of an 8" diameter cedar post on the West R.O.W. line of F.M. Highway 2200 for the Southeast corner of that certain 99.184 acre tract of land described in a deed to Lawrence S. Mollere from Oscar W. Nester, et ux, dated September 12, 1972, as recorded in Volume 244 on Page 210 of the Deed Records of Medina County, Texas, and the Northeast corner of this survey;
- THENCE:** Along fence and the West R.O.W. line of said F.M. Highway 2200, S 08-42-05 E (base bearing) 1720.05 feet to a 4" x 4" concrete R.O.W. marker found for the point-of-curvature of a curve to the left and along the arc of said curve to the left having a radius of 1971.61 feet, a central angle of 09°52'46", a tangent of 170.40 feet, and a chord which bears S 13-38-28 E 339.54 feet, a distance of 339.96 feet to a 4" x 4" concrete R.O.W. marker found for the end of said curve at the point-of-intersection with the West line of County Road 5232;
- THENCE:** Along fence and the West line of said County Road 5232, S 08-56-45 E 1177.99 feet to a 5/8" iron pin found by a railroad tie corner post at the Northeast end of a cutback line connecting the West line of said County Road 5232 and the North line of said County Road 5232 for the upper Southeast corner of this survey;
- THENCE;** Along fence and said cutback line, S 41-45-48 W 131.39 feet to a 5/8" iron pin found by a railroad tie corner post at the Southwest end of said cutback line on the North line of said County Road 5232 for the lower Southeast corner of this survey;
- THENCE:** Along fence and the North line of said County Road 5232, N 89-57-03 W 2618.00 feet to a 5/8" iron pin found by an 8" diameter creosote corner post for an angle point;
- THENCE:** Leaving fence and parallel to and generally 40.00 feet North of fence and the westernmost South line of that certain 1144.955 acre tract of land (being 1146.33 acres less that certain 1.375 acre tract of land conveyed to the State of Texas) described in a deed to Deluxe Cattle Company from Lawrence S. Mollere, dated September 15, 1969, as recorded in Volume 227 on Page 744 of the aforementioned Deed Records, N 89-56-14 W 1585.87 feet to a 5/8" iron pin found in fence for the Southwest corner of this survey;
- THENCE:** Along a fence and the Southwest and Northwest line of this survey, N 26-10-15 W 1776.56 feet to a 5/8" iron pin found by an 8" diameter creosote post for an angle point, N 34-16-45 E 191.33 feet to a 5/8" iron pin found by a 6" diameter creosote post for an angle point, and N 36-07-11 E 206.06 feet to a 5/8" iron pin found by a 6" diameter cedar corner post on the Southeast bank of the Seco Creek for an angle point;
- THENCE:** Leaving fence and along the Southeast bank of said Seco Creek, N 55-27-07 E 388.41 feet to a 5/8" iron pin found by a 6" diameter cedar post for an angle point;

THENCE: Along a fence located East of the East bank of the Seco Creek, the following courses:

N 01-55-01 E 223.27 feet to an 8" diameter nail spike found at the base of a 21" diameter live oak tree for an angle point;

N 05-25-01 W 49.12 feet to a 5/8" iron pin found by a 6" diameter cedar post for an angle point;

N 03-50-25 E 70.97 feet to a 5/8" iron pin found by a 6" diameter cedar post for an angle point;

N 28-25-28 E 54.65 feet to a 5/8" iron pin found by a 6" diameter cedar corner post for an interior corner of this survey; and

N 75-35-50 W 35.75 feet to a 5/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Seco Creek for an exterior corner of this survey;

THENCE: Along fence and generally along the East high bank of the Seco Creek, the following courses:

N 13-00-21 E 239.87 feet to an 8" nail spike found at the base of a large live oak tree (dead and fallen) for an angle point;

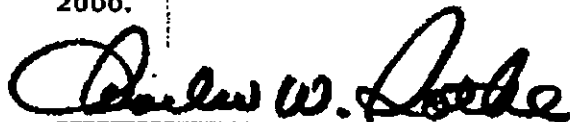
N 05-16-44 W 354.73 feet to an 8" nail spike found at the base of a 22" diameter mesquite tree for an angle point; and

N 11-54-47 W 174.16 feet to an 8" nail spike found at the base of a 24" diameter mesquite tree corner post for the Northwest corner of this survey;

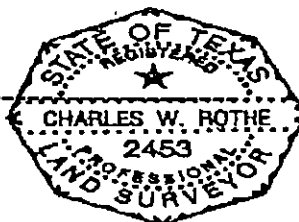
THENCE: Along or near an existing fenceline, S 89-52-44 E at 453.39 feet pass a corner post, leaving fence and continuing a total distance of 4017.97 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the upper East line of this survey and the West R.O.W. line of said F.M. Highway 2200 between a found 5/8" iron pin at the Northeast corner and a 4" x 4" concrete R.O.W. marker having a bearing and distance of S 08-42-05 E 1720.05 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this the 11th day of April 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



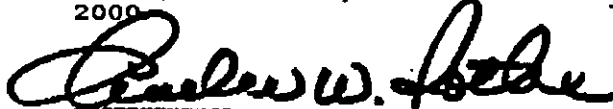
FIELD NOTES TO DESCRIBE

A survey of 62.879 acres of land situated about 19.5 miles S 74° E of Hondo in Medina County, Texas, out of Survey No. 37, Abstract No. 1300, William E. Jones, original Grantee, being 18.49 acres in Lot 3 and 19.04 acres in Lot 4, Block 11, and 16.07 acres in Lot 36 and 9.28 acres in Lot 35, Block 13, of the Medina Irrigated Farms Subdivision of the Upper Melton Tract, a subdivision as shown on a plat thereof recorded in Volume 2 on Page 5 of the Plat Records of Medina County, Texas, and in Volume 1 on Page 198 of the New Plat Cabinet of said Medina County Plat Records, being that same property described as Tract I in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated July 30, 1997, as recorded in Volume 301 on Page 697 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

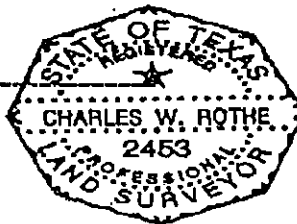
- BEGINNING:** At a 5/8" iron pin set at the point-of-intersection of the South line of a platted 50-foot-wide canal and the East line of a platted 20-foot-wide canal for the Northwest corner of said Lot 3, Block 11, and the Northwest corner of this survey from which a 4" x 4" wooden marker found at the point-of-intersection of the West line of Coal Mine Road (County Road 5716) and the South line of Road 205 (County Road 6710) bears West 2150.99 and South 6223.01 feet;
- THENCE:** Along the South line of said 50-foot-wide platted canal and along the North line of said Lots 3 and 4, Block 11, East 1399.00 feet to a 5/8" iron pin set at the corner of said 50-foot-wide platted canal for an interior corner of this survey;
- THENCE:** Along the East line of said 50-foot-wide canal, North 30.00 feet to a 5/8" iron pin set on the North line of said Lot 36, Block 11, the South line of a certain 20-foot-wide platted canal for an exterior corner of this survey;
- THENCE:** Along the South line of said 20-foot-wide platted canal and the North line of said Lots 36 and 35 of said Block 11, N 89-59-36 E 1368.83 feet to a 5/8" iron pin found for the Northeast corner of said Lot 35 and the Northeast corner of this survey;
- THENCE:** Along the East line of said Lot 35, S 00-01-44 E 332.07 feet to a 5/8" iron pin found on the Northwest line of a 20-foot-wide platted canal for the Southeast corner of said Lot 35 and the upper Southeast corner of this survey;
- THENCE:** Along the Northwest line of said 20-foot-wide platted canal and the Southeast lines of said Lots 35 and 36, S 54-11-51 W 646.25 feet to a 5/8" iron pin set for an angle point and S 60-28-17 W 1016.96 feet to a 5/8" iron pin set for a corner of said 20-foot-wide platted canal and an interior corner of this survey;
- THENCE:** Along the West line of said 20-foot-wide platted canal, South 8.82 feet to a 5/8" iron pin set on the South line of said Lot 4, Block 11, and the North line of Road 210 (30-foot-wide and not apparent on ground) for the lower Southeast corner of this survey;
- THENCE:** Along the North line of said Road 210 and the South lines of said Lots 4 and 3, Block 11, West 1359.00 feet to a 5/8" iron pin set on the East line of a certain platted 20-foot-wide canal for the Southwest corner of said Lot 3 and the Southwest corner of this survey;
- THENCE:** Along the West line of said Lot 3, North 1190.00 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing between two 4" x 4" wooden markers found along the West line of said Coal Mine Road (County Road 5716) between the North line of said Road 210 and the South line of said Road 205 having a bearing and distance of South 5146.68 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 12 day of April 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



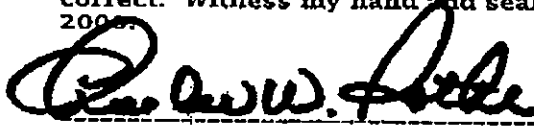
FIELD NOTES TO DESCRIBE

A survey of 12.922 acres of land situated about 19.5 miles S 74° E of Hondo in Medina County, Texas, out of Survey No. 37, Abstract No. 1300, William E. Jones, original Grantee, being all of Lot 34, Block 13, of the Medina Irrigated Farms Subdivision of the Upper Melton Tract, a subdivision as shown on a plat thereof recorded in Volume 2 on Page 5 of the Plat Records of Medina County, Texas, and in Volume 1 on Page 198 of the New Plat Cabinet of Plat Records of Medina County, Texas, being Tract II of that certain property described in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated July 30, 1997, as recorded in Volume 301 on Page 697 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

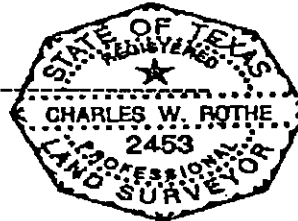
- BEGINNING:** At a 5/8" iron pin set on the Southeast line of a certain 20-foot-wide platted canal for the West corner of said Lot 34 and the West corner of this survey from which a 4" x 4" wooden marker found at the point-of-intersection of the West line of Coal Mine Road (County Road 5716) and the South line of Road 205 (County Road 6710) bears West 3534.99 feet and South 5033.00 feet;
- THENCE:** Along the Southeast line of said 20-foot-wide platted canal and the Northeast line of said Lot 34, N 60-28-17 E 1000.65 feet to a 5/8" iron pin set for an angle point and N 54-12-00 E 632.90 feet to a 5/8" iron pin set for the Northeast corner of said Lot 34 and the Northeast corner of this survey;
- THENCE:** South 863.40 feet to a 5/8" iron pin set on the North line of Road 210 (30-foot-wide and not apparent on ground) for the Southeast corner of said Lot 34 and the Southeast corner of this survey;
- THENCE:** Along the North line of said Road 210, West 1384.00 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing between two 4" x 4" wooden markers found along the West line of said Coal Mine Road (County Road 5716) between the North line of said Road 210 and the South line of said Road 205 having a bearing and distance of South 5146.68 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 11th day of April, 2000.



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FAX (830) 426-8160



THE STATE OF TEXAS
COUNTY OF MEDINA

PREPARED FOR: San Antonio Water Systems
Tract 3

FIELD NOTES TO DESCRIBE

A survey of 25.251 acres of land situated about 19.5 miles S 74° E of Hondo in Medina County, Texas, out of Survey No. 37, Abstract No. 1300, William E. Jones, original Grantee, being Lot 37, Block 13, of the Medina Irrigated Farms Subdivision of the Upper Melton Tract, a subdivision as shown on a plat thereof recorded in Volume 2 on Page 5 and in Volume 1 on Page 198 of the New Plat Cabinet of the Plat Records of Medina County, Texas, being Tract III of that certain property described in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated July 30, 1997, as recorded in Volume 301 on Page 697 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

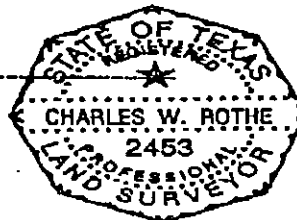
- BEGINNING:** At a 5/8" iron pin found on the North line of that certain 107.66 acre tract of land described in a deed to Henry Lee Keller, et ux from Gilbert Wanjura, et ux, dated January 4, 1974, as recorded in Volume 255 on Page 275 of the Deed Records of Medina County, Texas, for a corner of a certain 30-foot-wide platted canal and the Southwest corner of this survey from which a 4" x 4" wooden marker found at the point-of-intersection of the West line of Coal Mine Road (County Road 5716) and the South line of Road 205 (County Road 6710) bears West 3539.99 feet and South 4179.30 feet;
- THENCE:** Along the East line of said 30-foot-wide platted canal, N 00-00-04 E 793.46 feet to a 5/8" iron pin set at a corner of said 30-foot-wide platted canal for the Northwest corner of this survey;
- THENCE:** Along the South line of said 30-foot-wide platted canal, East 1379.00 feet to a 5/8" iron pin found for the Northwest corner of a certain 51.11 acre tract of land described as Tract 2 in a deed to Henry Lee Keller, et ux from Medina Valley State Bank, dated May 17, 1996, as recorded in Volume 270 on Page 728 of the aforementioned Official Public Records, and the Northeast corner of this survey;
- THENCE:** Along the West line of said 51.11 acre tract of land, S 00-00-34 E 801.72 feet to a 5/8" iron pin (bent) found on the North line of said 107.66 acre tract of land for the Southwest corner of said 51.11 acre tract of land and the Southeast corner of this survey;
- THENCE:** Along the North line of said 107.66 acre tract of land, N 89-39-25 W 1379.18 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing between two 4" x 4" wooden markers found along the West line of said Coal Mine Road (County Road 5716) between the North line of said Road 210 and the South line of said Road 205 having a bearing and distance of South 5146.68 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 11th day of April, 2000.



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Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 225.004 acres of land situated about 19.5 miles S 74° E of Hondo in Medina County, Texas, being 183.280 acres out of Survey No. 37, Abstract No. 1300, William E. Jones, original Grantee, 39.012 acres out of Survey No. 57, Abstract No. 1284, G.C. & S.F. RR. Co., original Grantee, and 2.712 acres out of Survey No. 66, Abstract No. 1459, William Hawkins, original Grantee, being 18.76 acres out of Lot 5, 18.07 acres out of Lot 6, 16.49 acres out of Lot 7, and 16.25 acres out of Lot 8, Block 11 of the Medina Irrigated Farms Subdivision of the Upper Melton Tract, a subdivision as shown on a plat thereof recorded in Volume 2 on Page 5 and in Volume 1 on Page 198 of the New Plat Cabinet of the Plat Records of Medina County, Texas, 6.49 acres out of Lot 29, 12.17 acres out of Lot 28, 20.00 acres out of Lot 33, 20.00 acres out of Lot 38, and 0.30 acres out of Lot 39, Block 11 of the Pecan Unit No. 1, a subdivision as shown on a plat thereof recorded in Volume 2 on Pages 1 and 2 and in Volume 6 on Page 96 of the New Plat Cabinet of the Plat Records of Medina County, Texas, and 34.50 acres out of Lot 9A, 32.37 acres out of Lot 10A, and 29.56 acres out of Lot 14A, Block 13 of the San Antonio Trust Subdivision of Lands, a subdivision as shown on a plat thereof recorded in Volume 2 on Page 2, Sheet "E" of the aforementioned Plat Records, being Tract IV of that certain property described in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated July 30, 1997, as recorded in Volume 301 on Page 697 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At the point-of-intersection of the centerline of Road 205 (County Road 6710) and the Northeast R.O.W. line of the A-3 Canal for the lower Southwest corner of said Lot 10A and the lower Southwest corner of this survey from which a 4" x 4" wooden marker found at the point-of-intersection of the West line of Coal Mine Road (County Road 5716) and the South line of said Road 205 (County Road 6710) bears West 2959.53 feet and South 18.09 feet;

THENCE: Along the Northeast R.O.W. line of said A-3 Canal and the South-west and West lines of said Lots 10A, 9A, 28 and 29, the following courses:

N 71-32-00 W 56.32 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the right;

Along the arc of said curve to the right having a radius of 253.20 feet, a central angle of 17°21'58", a tangent of 38.67 feet, and a chord which bears N 62-50-59 W 76.45 feet, a distance of 76.74 feet to a 5/8" iron pin set for the point-of-tangency of said curve;

N 54-10-00 W 544.11 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the right;

Along the arc of said curve to the right having a radius of 250.24 feet, a central angle of 54°40'06", a tangent of 129.34 feet, and a chord which bears N 26-50-02 W 229.81 feet, a distance of 238.76 feet to a 5/8" iron pin set for the point-of-tangency of said curve;

N 00-29-59 E 399.84 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;

Along the arc of said curve to the left having a radius of 423.20 feet, a central angle of 32°00'02", a tangent of 121.35 feet, and a chord which bears N 15-05-37 W 233.30 feet, a distance of 236.36 feet to a 5/8" iron pin set for the point-of-tangency of said curve;

N 31-05-19 W 445.19 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;

Along the arc of said curve to the left having a radius of 423.20 feet, a central angle of 30°19'59", a tangent of 114.72 feet, and a chord which bears N 46-39-59 W 221.44 feet, a distance of 224.05 feet to a 5/8" iron pin set for the point-of-tangency of said curve;

N 61-50-00 W 650.60 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;

Along the arc of said curve to the left having a radius of 423.20 feet, a central angle of 13°19'59", a tangent of 49.46 feet, and a chord which bears N 68-30-01 W 98.26 feet, a distance of 98.48 feet to a 5/8" iron pin set for the point-of-tangency of said curve; and

N 75-10-00 W 458.31 feet to a 5/8" iron pin set at the point-of-intersection with the East line of Lot 30, Block 11, of Pecan Unit No. 1, and the West line of said Lot 29 for the upper Southwest corner of this survey;

THENCE: Along a fence and the common line between said Lots 29 and 30, North 304.86 feet to a 5/8" iron pin set 2.46 feet Northeast of a 4" diameter pipe corner post on the centerline of Road 205 1/4 (36-foot-wide and not apparent on ground) for the Northwest corner of said Lot 29 and the lower Northwest corner of this survey;

THENCE: Along fence, the centerline of said Road 205 1/4 and the North line of said Lot 29, N 89-59-09 E 696.65 feet to a 4" diameter pipe corner post for the Northeast corner of said Lot 29, the Northwest corner of said Lot 28, the Southwest corner of said Lot 33, and an interior corner of this survey;

THENCE: Along fence, and the West line of said Lot 33, N 00-00-51 E 1250.05 feet to a 5/8" iron pin found 3.8 feet North of a 4" diameter pipe corner post for the Northwest corner of said Lot 33, the Southwest corner of said Lot 38, the Southeast corner of said Lot 39, and an interior corner of this survey;

THENCE: Along the South line of said Lot 39, S 88-38-05 W 9.40 feet to a 5/8" iron pin set in fence 3.15 feet North of a 2" diameter pipe corner post for an exterior corner of this survey;

THENCE: Along fence and the East line of that certain 39.70 acre tract of land described in a deed to James E. DeCock, et ux from Martina C. Milward, dated June 10, 1994, as recorded in Volume 222 on Page 667 of the said Official Public Records, N 00-04-24 W at 1232.83 feet pass a 2" diameter pipe corner post on the South line of Road 210, continuing a total distance of 1250.19 feet to a 5/8" iron pin found on the centerline of said Road 210 and the North line of said Lot 39 for the Northeast corner of said 39.70 acre tract of land and the upper Northwest corner of this survey;

THENCE: Along the centerline of said Road 210 and the North lines of said Lots 39 and 38, S 89-59-03 E 708.03 feet to a 5/8" iron pin set in fence for the Northeast corner of said Lot 38 and an exterior corner of this survey;

THENCE: Along fence and the East line of said Lot 38, at 4.05 feet pass a corner post, leaving fence and continuing a total distance of 15.00 feet to a 5/8" iron pin set on the South line of said Road 210 (30-foot-wide and not apparent on ground) for an interior corner of this survey;

THENCE: Along the South line of said Road 210 (30-foot-wide and not apparent on ground) and the North lines of said Lots 6 and 5, East 1379.00 feet to a 5/8" iron pin set for a corner of a certain 30-foot-wide platted canal, the Northeast corner of said Lot 5,

and the upper Northeast corner of this survey;

THENCE: Along the West line of said 30-foot-wide platted canal and the upper East line of said Lot 5, South 793.60 feet to a 5/8" iron pin set for an interior corner of said 30-foot-wide platted canal, the upper Southeast corner of said Lot 5, and an exterior corner of this survey;

THENCE: Along the North line of said 30-foot-wide platted canal and the upper South line of said Lot 5, N 89-48-49 W 216.76 feet to a 5/8" iron pin set for a corner of said 30-foot-wide platted canal, an interior corner of said Lot 5, and an interior corner of this survey;

THENCE: Along the West line of said 30-foot-wide platted canal and the lower East line of said Lot 5, S 00-05-41 E 439.10 feet to a 5/8" iron pin set for the lower Southeast corner of said Lot 5 and an exterior corner of this survey;

THENCE: Along the North line of a certain 20-foot-wide platted canal and the lower South line of said Lot 5, West 582.47 feet to a 5/8" iron pin set for the Southwest corner of said Lot 5, the Southeast corner of said Lot 6, the Northeast corner of said Lot 7, and an interior corner of this survey;

THENCE: Along the East line of said Lot 7 and the western terminus line of said 20-foot-wide platted canal, South 20.00 feet to a 5/8" iron pin set for the Northwest corner of said Lot 8 and an interior corner of this survey;

THENCE: Along the South line of said 20-foot-wide platted canal and the North line of said Lot 8, East 582.50 feet to a 5/8" iron pin set on the West line of said 30-foot-wide platted canal for the Northeast corner of said Lot 8 and an exterior corner of this survey;

THENCE: Along the West line of said 30-foot-wide platted canal and the East line of said Lot 8, S 00-05-41 E 1215.00 feet to a 5/8" iron pin set on the centerline of said Road 205 1/2 (36-foot-wide and not apparent on ground) and the North line of said Lot 9A for a corner of said 30-foot-wide platted canal, the Southeast corner of said Lot 8, and an interior corner of this survey;

THENCE: Along the centerline of said Road 205 1/2 and the North line of said Lot 9A, East 30.00 feet to a 5/8" iron pin set on the West line of that certain 41.441 acre tract of land described in a Partition Deed to Franklin S. Wanjura from Bonnie Wanjura Finnigan, dated July 10, 1984, as recorded in Volume 337 on Page 802 of the Deed Records of Medina County, Texas, for the Northeast corner of said Lot 9A and an exterior corner of this survey;

THENCE: Along the West line of said 41.441 acre tract of land and the East line of said Lot 9A, S 00-05-37 E 1278.09 feet to a 5/8" iron pin set on the North line of said Lot 10A for the Southwest corner of said 41.441 acre tract of land, the Southeast corner of said Lot 9A, and an interior corner of this survey;

THENCE: Along the South line of said 41.441 acre tract of land and the North lines of said Lots 10A and 14A, S 89-31-51 E 1233.04 feet to a 5/8" iron pin set for the Southeast corner of said 41.441 acre tract of land, the Northwest corner of that certain 34.44 acre tract of land described as Tract 3 in a deed to Henry Lee Keller, et ux from Medina Valley State Bank, dated May 17, 1996, as recorded in Volume 270 on Page 728 of the said Official Public Records, and the lower Northeast corner of this survey;

THENCE: Along the West line of said 34.44 acre tract of land, S 00-44-36 E at 1211.85 feet pass a 5/8" iron pin found in fence on

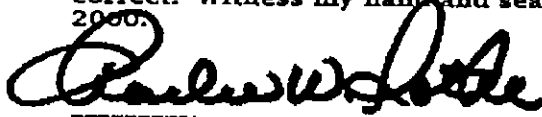
SAWS (225.004 Acres) - Page 4

the North line of said Road 205 (County Road 6710), continuing a total distance of 1229.85 feet to a point on the centerline of said Road 205 (County Road 6710) for the Southwest corner of said 34.44 acre tract of land and the Southeast corner of this survey;

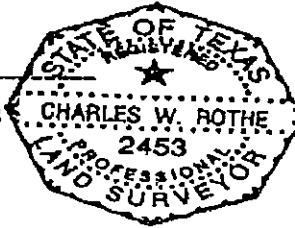
THENCE: Along the centerline of said Road 205 (County Road 6710) and the South lines of said Lots 14A and 10A, West 1617.51 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing between two 4" x 4" wooden markers found along the West line of said Coal Mine Road (County Road 5716) between the North line of said Road 210 and the South line of said Road 205 having a bearing and distance of South 5146.68 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this the 12 day of April, 2000.



Charles W. Rothe
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1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 234.486 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 10.380 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 224.106 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract I in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At an 8" diameter cedar corner post found at the point-of-intersection of the Southwest line of Old Highway 55 and the Southeast line of a certain County Road for the Northeast corner of this survey from which the recognized Northeast corner of said Survey No. 138 bears N 19-52-09 W 44.34 feet and N 70-07-51 E 7365.66 feet, from said 8" diameter cedar corner post a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;
- THENCE:** Along fence and the Southwest line of said Old Highway 55, S 48-15-00 E 287.61 feet to a 4" diameter cedar post for an angle point, S 53-21-57 E 215.44 feet to an 8" diameter cedar corner post for an angle point, and S 56-38-43 E 1015.13 feet to a ¾" iron pin found by a 6" diameter cedar corner post for the North corner of a certain 0.224 acre tract of land described in a deed to C. C. Stewart, et ux from Doris Etta Haby, et vir, dated January 25, 1985, as recorded in Volume 260 on Page 820 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the Northwest line of said 0.224 acre tract of land, S 45-09-25 W 209.23 feet to a ¾" iron pin found by a 10" diameter cedar corner post on the Northwest line of that certain tract of land described in a deed to C. C. Stewart, et ux from Margaret Meeks, dated March 30, 1972, as recorded in Volume 185 on Page 54 of the Deed Records of Uvalde County, Texas, for the West corner of said 0.224 acre tract of land, and an angle point of this survey;
- THENCE:** Along fence and the Northwest line of said C. C. Stewart, et ux, tract of land, S 69-37-12 W 431.73 feet to a ¾" iron pin found by railroad tie corner post for the Northwest corner of said C. C. Stewart, et ux, tract of land, and an interior corner of this survey;
- THENCE:** Along fence and the Southwest line of said C. C. Stewart, et ux, tract of land, S 21-02-34 E 1523.10 feet to a ¾" iron pin found by a 6" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 299 of the aforementioned Deed Records, for the Southwest corner of said C. C. Stewart, et ux, tract of land, and the lower East corner of this survey;
- THENCE:** Along fence and the Northwest line of said 422.887 acre tract of land, S 70-13-22 W 5183.91 feet to a 5/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Nueces River for the South corner of this survey;
- THENCE:** Along the East high bank of the Nueces River, the following courses:
- N 32-33-30 E 1827.18 feet to an angle point;
 - N 35-06-37 E 368.22 feet to an angle point;
 - N 36-38-49 E 257.93 feet to an angle point;

N 18-32-04 E 693.34 feet to an angle point; and

N 07-46-46 E 624.97 feet to a railroad tie corner post
for an angle point;

THENCE: Along fence and the East high bank of said Nueces River,
N 12-25-21 E 374.80 feet to a 2" diameter pipe corner post
on the Southeast line of a County Road for the Northwest
corner of this survey;

THENCE: Along fence and the Southeast line of said County Road,
the following courses:

S 89-42-52 E 31.26 feet to a 6" diameter cedar post for
an angle point;

N 74-31-35 E 134.82 feet to an 8" diameter cedar post
for an angle point;

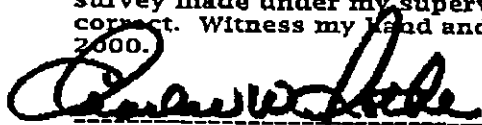
N 70-45-48 E 20.86 feet to an 8" diameter cedar post
for an angle point;

N 69-44-51 E 28.48 feet to an 8" diameter cedar post
for an angle point;

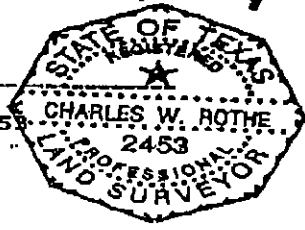
N 70-02-51 E 1243.85 feet to a electric power pole for
an angle point; and

N 71-06-59 E 568.05 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual
survey made under my supervision on the ground and that same is true and
correct. Witness my hand and seal this the 11th day of April,
2000.



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FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 19.112 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract II in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 2" diameter pipe corner post found at the point-of-intersection of the East high bank of the Nueces River and the South line of a certain County Road near Haby's Crossing for the Northeast corner of this survey and the Northwest corner of a certain 234.486 acre tract of land, this day surveyed, from which an 8" diameter cedar post on the recognized North line of said Survey No. 138 and the North line of said County Road bears N 70-00-00 E 241.53 feet and N 20-00-00 W 14.68 feet, from said 8" diameter cedar corner post, a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;

THENCE: Along the East high bank of said Nueces River and the West and Northwest line of said 234.486 acre tract of land, the following courses:

Along fence, S 12-25-21 W 374.80 feet to a railroad tie corner post for an angle point;

Leaving fence, S 07-46-46 W 624.97 feet to an angle point;

S 18-32-04 W 693.34 feet to an angle point;

S 36-38-49 W 257.93 feet to an angle point;

S 35-06-37 W 368.22 feet to an angle point; and

S 32-33-30 W 1827.18 feet to a 5/8" iron pin set by an 8" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 299 of the Deed Records of Uvalde County, Texas, for the Southwest corner of said 234.486 acre tract of land and the Southeast corner of this survey;

THENCE: Along the Northwest line of said 422.887 acre tract of land, S 70-13-22 W at 49.03 feet pass a 1" diameter iron pipe in a rock mound on the East low bank of said Nueces River, continuing a total distance of 636.98 feet to a point on the East boundary line of the Nueces River for the Southwest corner of this survey;

THENCE: Along the East and Southeast boundary line of said Nueces River, the following courses:

N 15-26-22 E 223.80 feet to an angle point;

N 43-18-37 E 327.46 feet to an angle point;

N 50-30-40 W 60.36 feet to an angle point;

N 55-37-10 E 289.36 feet to an angle point;

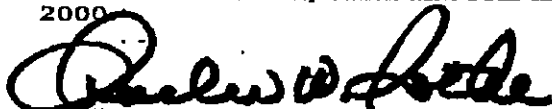
N 44-22-02 E 214.57 feet to an angle point;

N 41-00-50 E 507.76 feet to an angle point;

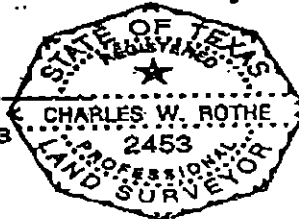
N 36-49-26 E 172.91 feet to an angle point;
N 49-30-07 E 248.39 feet to an angle point;
N 02-34-10 W 114.24 feet to an angle point;
N 11-08-57 E 127.38 feet to an angle point;
N 37-24-46 E 460.79 feet to an angle point;
N 50-27-37 E 215.41 feet to an angle point;
N 36-48-09 E 560.00 feet to an angle point;
N 25-51-45 E 265.00 feet to an angle point;
N 05-33-06 E 605.18 feet to an angle point;
N 42-04-19 W 174.95 feet to an angle point;
N 07-46-59 E 194.52 feet to a point on or near the
Northwest corner of said Survey No. 138 for the
Northwest corner of this survey;

THENCE: N 73-01-29 E 206.56 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 12 day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 120.494 acres of land situated about 4.5 miles N 46° W of Uvalde in Uvalde County, Texas, being 27.903 acres out of Survey No. 575, Abstract No. 762, G.C. & S.F. RR. Co, original Grantee, and 92.591 acres out of Survey No. 580, Abstract No. 1030, N. L. Stratton, original Grantee, being that same property called 124.39 acres and described as Tract I in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 768 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter cedar corner post on the recognized Southeast line of said Survey No. 580 for the recognized Northeast corner of said Survey No. 575 and the recognized lower Northwest corner of Survey No. 581, Abstract No. 769, G.C. & S.F. RR. Co., original Grantee, the lower Southwest corner of that certain 163.326 acre tract of land described as Tract No. One in a deed to Lawrence Wilde, et ux from W. P. Sights, Sr., et ux, dated January 15, 1974, as recorded in Volume 192 on Page 647 of the Deed Records of Uvalde County, Texas, the lower Northwest corner of that certain 648.9968 acre tract of land described in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated June 30, 1997, as recorded in Volume 382 on Page 772 of the aforementioned Official Public Records, and an angle point of this survey;
- THENCE:** Along the recognized Northeast line of said Survey No. 575, the recognized lower Southwest line of said Survey No. 581, and a middle Southwest line of said 648.9968 acre tract of land, S 19-41-06 E 798.69 feet to a 6" diameter cedar corner post in concrete for an angle point and leaving fence, S 19-38-36 E 205.77 feet to a 5/8" iron pin set by a cedar post for the Northeast corner of that certain 6.316 acre tract of land described in a deed to Charles R. Butler, et ux from Gaylon C. Trees, et ux, dated May 26, 1981, as recorded in Volume 254 on Page 815 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** In part along a fence and the Northeast line of said 6.316 acre tract of land, N 68-38-38 W at 165.38 feet pass 5 feet Southwest of a 6" diameter creosote corner post, leaving fence and continuing a total distance of 755.78 feet to a 3/4" iron pin found by a 12" diameter creosote corner post for the Northwest corner of said 6.316 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the West line of said 6.316 acre tract of land, S 19-31-17 E 660.05 feet to a 1/2" iron pin found by corner post on the Northeast R.O.W. line of State Highway 55 for the Southwest corner of said 6.316 acre tract of land and the lower Southeast corner of this survey;
- THENCE:** Along fence and the Northeast R.O.W. line of said State Highway 55, N 68-52-36 W 1812.75 feet to a 4" x 4" concrete R.O.W. marker (leaning) found for the point-of-curvature of a curve to the right;
- THENCE:** Along fence and the Northeast R.O.W. line of said F.M. Highway 55 and along the arc of said curve to the right having a radius of 4525.22 feet, a central angle of 10°22'38", a tangent of 410.92 feet, and a chord which bears N 63-38-59 W 818.29 feet, a distance of 819.59 feet to a 5/8" iron pin set by a 12" diameter cedar corner post for the Southeast corner of that certain 5.226 acre tract of land described as Tract No. Three in the aforementioned deed to Lawrence Wilde, et ux, and the Southwest corner of this survey;

THENCE: Along fence and the Northeast line of said 5.226 acre tract of land, N 19-47-43 W 1060.26 feet to a 2" diameter corner post in concrete on the upper Southeast line of said 163.326 acre tract of land for the North corner of said 5.226 acre tract of land, and the West corner of this survey;

THENCE: Along fence and the upper Southeast line of said 163.326 acre tract of land, N 70-05-23 E 2506.65 feet to a 5/8" iron pin set by a 10" diameter creosote corner post for an interior corner of said 163.326 acre tract of land and the North corner of this survey;

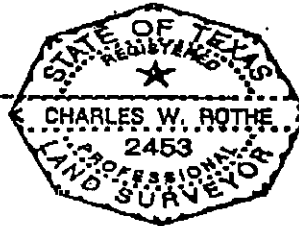
THENCE: Along fence and the southernmost Southwest line of said 163.326 acre tract of land, S 19-56-45 E 1675.55 feet to the POINT OF BEGINNING.

The bearings are relative to the bearings for the 648.9968 acre tract of land, this day surveyed.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 11th day of April 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 255.784 acres of land situated about 4.5 miles N 46° W of Uvalde in Uvalde County, Texas, being 228.363 acres out of Survey No. 575, Abstract No. 762, G.C. & S.F. RR. Co., original Grantee, and 27.421 acres out of Survey No. 580, Abstract No. 1030, N. L. Stratton, original Grantee, being that same property called 255.737 acres and described as Tract II in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 768 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 5/8" iron pin set by an 8" diameter cedar corner post at the East end of a cutback line connecting the East R.O.W. line of F.M. Highway 1403 and the Southwest R.O.W. line of State Highway 55 for the upper Northeast corner of this survey;
- THENCE:** Along fence and the Southwest R.O.W. line of said State Highway 55, S 51-49-22 E 617.23 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;
- THENCE:** Leaving fence and along the Southwest R.O.W. line of said State Highway 55 and along the arc of said curve to the left having a radius of 4643.56 feet, a central angle of 17°13'00", a tangent of 702.96 feet, and a chord which bears S 60-25-37 E 1390.09 feet, a distance of 1395.33 feet to a 5/8" iron pin set in fence for the point-of-tangency of said curve;
- THENCE:** Along fence and the Southwest R.O.W. line of said State Highway 55, S 69-02-07 E 1468.44 feet to a 1/2" iron pin found by a 6" diameter cedar corner post for an exterior corner of this survey;
- THENCE:** Leaving the Southwest R.O.W. line of said State Highway 55, and along fence, S 07-46-39 W 263.64 feet to a 5/8" iron pin set by a 6" diameter cedar corner post for an interior corner of this survey;
- THENCE:** Along fence, S 75-47-22 E 120.67 feet to a 1/2" iron pin found by a 4" diameter cedar corner post for an interior corner of this survey;
- THENCE:** Along fence, N 14-22-24 E 51.27 feet to a 1/2" iron pin found by a 4" diameter cedar corner post for an interior corner of this survey;
- THENCE:** Along fence, S 79-06-07 E 37.39 feet to a 1/2" iron pin found by a 4" diameter cedar corner post for an interior corner of this survey;
- THENCE:** Along fence, N 16-27-41 E 184.49 feet to a 1/2" iron pin found by a 4" diameter cedar corner post in a curve to the right on the Southwest R.O.W. line of said State Highway 55 for an exterior corner of this survey;
- THENCE:** Generally along fence, the Southwest R.O.W. line of said State Highway 55, and along the arc of said curve to the right having a radius of 5670.31 feet, a central angle of 11°24'06", a tangent of 566.06 feet, and a chord which bears S 62-04-33 E 1126.52 feet, at 635.55 feet pass 1.79 feet right of a found 6" diameter round concrete U.S.G.S. marker stamped "H248-1925", continuing a total distance of 1128.38 feet to a 5/8" iron pin found by corner post at the point-of-intersection with the recognized Northeast line of said Survey No. 575, the recognized middle Southwest line of Survey No. 581, Abstract No. 769, G.C. & S.F. RR. Co., original Grantee, for the Northwest corner of that certain 11.515 acre tract of land described in a deed to Russell L. Herndon, et ux from Charlotte Ramsey Dabney Smylie, et vir, dated December 9, 1970, as recorded in Volume 179 on Page 836 of the said Deed Records, and the lower

Northeast corner of this survey;

THENCE: Along fence, the recognized Northeast line of said Survey No. 575, and the middle Southwest line of said Survey No. 581, S 19-57-48 E 1242.92 feet to a 5/8" iron pin found by a 3" diameter pipe corner post on the North line of that certain 46.230 acre tract of land described in a deed to Mrs. June B. Ramsey from Mrs. Katherine Schoepfer Moos, dated November 26, 1940, as recorded in Volume 93 on Page 444 of the said Deed Records, for the recognized East corner of said Survey No. 575, a recognized interior corner of said Survey No. 581, the South corner of said 11.515 acre tract of land, and the East corner of this survey;

THENCE: Along fence, the recognized Southeast line of said Survey No. 575, the recognized Northwest line of said Survey No. 581, and the North line of said 46.230 acre tract of land, S 65-08-05 W (base bearing) at 480.30 feet pass an 8" diameter creosote corner post for the recognized North corner of Survey No. 31, Abstract No. 377, Benjamin Power, original Grantee, a recognized lower Northwest corner of said Survey No. 581, the North corner of the Davenport & Vickery Addition, a subdivision as shown on a plat thereof recorded in New Plat Cabinet Slide 86A of the Plat Records of Uvalde County, Texas, continuing along fence and the Northwest line of said Davenport & Vickery Addition, a total distance of 3532.43 feet to a 1/2" iron pin found by an 8" diameter cedar corner post for the East corner of that certain 2.37 acre tract of land described in a deed to Leopoldo Aviles, Jr. from Ramona Aviles, et al, dated October 27, 1986, as recorded in Volume 273 on Page 399 of the said Deed Records, and the Northeast line of said 2.37 acre tract of land, N 20-06-47 W 613.89 feet to a 1/2" iron pin found by an 8" diameter cedar corner post on the Northeast R.O.W. line of said F.M. Highway 1403 for the North corner of said 2.37 acre tract of land and an angle point of this survey;

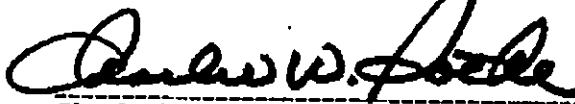
THENCE: Along fence and the Northeast R.O.W. line of said F.M. Highway 1403, N 19-57-29 W at 2927.03 feet pass the recognized Northwest line of said Survey No. 575 and the recognized lower Southwest line of said Survey No. 580, continuing a total distance of 4251.24 feet to a 6" diameter cedar post for an angle point;

THENCE: Along fence and the East R.O.W. line of said F.M. Highway 1403, N 08-49-46 E 228.63 feet to a 5/8" iron pin set by a 6" diameter cedar post for an angle point and N 38-10-00 E 39.48 feet to a 5/8" iron pin set by a 6" diameter cedar post at the West end of the aforementioned cutback line for the Northwest corner of this survey;

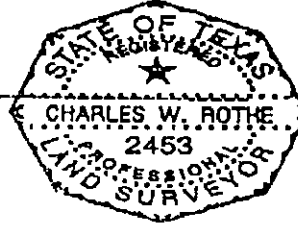
THENCE: Along fence and said cutback line, N 83-25-42 E 140.42 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the Southeast line of this survey between a 5/8" iron pin found at the East corner and a 1/2" iron pin found at the South corner having a bearing and distance of S 65-08-05 W 3532.43 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 11th day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

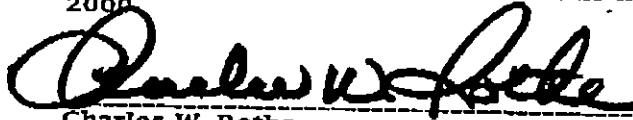
A survey of 167.726 acres of land situated about 3.5 miles S 85° W of Uvalde in Uvalde County, Texas, out of Survey No. 572, Abstract No. 1002, T. N. McKinney, original Grantee, being that same property called 167.764 acres in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 760 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 5/8" iron pin set at the Southwest end of a cutback line connecting the North R.O.W. line of U.S. Highway 90 and the Southwest R.O.W. line of F.M. Highway 2369 (Dunbar Lane) for the Southeast corner of this survey;
- THENCE:** Along fence and the North R.O.W. line of said U.S. Highway 90, N 87-25-19 W 1607.91 feet to a 2" diameter pipe corner post found for the Southeast corner of that certain 4.439 acre tract of land described in a deed to Don M. Willemijn, et ux, from Peco, Inc., dated May 30, 1990, as recorded in Volume 302 on Page 118 of the aforementioned Official Public Records, and the lower Southwest corner of this survey;
- THENCE:** Along fence and the East line of said 4.439 acre tract of land, N 20-08-06 W 1009.68 feet to a 5/8" iron pin found by corner post for the Northeast corner of said 4.439 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence, the North line of said 4.439 acre tract of land and the North line of that certain 9.284 acre tract of land described in a deed to Ross C. Watkins, Inc. from W. O. Kirk, et ux, dated October 23, 1965, as recorded in Volume 160 on Page 423 of the Deed Records of Uvalde County, Texas, S 69-16-49 W 696.22 feet to a 5/8" iron pin found by a 10" diameter cedar corner post on the lower East line of that certain 373.19 acres of land described in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 756 of the said Official Public Records, for the Northwest corner of said 9.284 acre tract of land and the upper Southwest corner of this survey;
- THENCE:** Along fence and the lower East line of said 373.19 acres of land, N 20-46-38 W 2861.81 feet to a ¼" iron pin (bent) found by corner post for an interior corner of said 373.19 acres of land and the Northwest corner of this survey;
- THENCE:** Along fence and the upper South line of said 373.19 acres of land, N 70-35-55 E 1598.06 feet to a 2" diameter pipe corner post found for the Northwest corner of that certain 18.106 acre tract of land described in a deed to Bill H. Soyars, et ux from Jimmy W. Harrell, et ux, dated April 22, 1975, as recorded in Volume 199 on Page 654 of the aforementioned Deed Records, and the upper Northeast corner of this survey;
- THENCE:** Along fence and the West line of said 18.106 acre tract of land, S 20-32-34 E 1169.17 feet to a 5/8" iron pin found by corner post for the Southwest corner of said 18.106 acre tract of land, the Northwest corner of that certain 10.000 acre tract of land described in a Contract of Sale and Purchase to Gene L. Steele from the Veterans Land Board of Texas, dated November 1, 1974, as recorded in Volume 197 on Page 250 of the said Deed Records, and an angle point of this survey;
- THENCE:** Along fence and the West line of said 10.000 acre tract of land, S 19-16-38 E 434.40 feet to a ¼" iron pin found by corner post for an interior corner of said 10.000 acre tract of land and an exterior corner of this survey;

- THENCE: Along fence and the lower North line of said 10.000 acre tract of land, S 70-06-02 W 160.47 feet to a ¼" iron pin found by corner post for the lower Northwest corner of said 10.000 acre tract of land and an interior corner of this survey;
- THENCE: Along fence and the lower West line of said 10.000 acre tract of land, S 20-27-02 E 168.33 feet to a ¼" iron pin found by corner post for the Southwest corner of said 10.000 acre tract of land and an interior corner of this survey;
- THENCE: Along fence and the South line of said 10.000 acre tract of land, N 70-36-43 E 843.63 feet to a ¼" iron pin found by corner post on the Southwest R.O.W. line of said F.M. Highway 2369 for the Southeast corner of said 10.000 acre tract of land and the lower Northeast corner of this survey;
- THENCE: Along fence and the Southwest R.O.W. line of said F.M. Highway 2369, S 20-33-25 E 2621.00 feet to a 2" diameter pipe corner post found at the Northeast end of the aforementioned cutback line for an angle point;
- THENCE: Along fence and cutback line, S 35-58-59 W 110.32 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the Southwest R.O.W. line of said F.M. Highway 2369 between a found ¼" iron pin by corner post and a 2" diameter pipe corner post having a bearing and distance of S 20-33-25 E 2621.00 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 13th day of April 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160

FIELD NOTES TO DESCRIBE

A survey of 190.848 acres of land situated about 6 miles N 65° W of Uvalde in Uvalde County, Texas, being 34.211 acres out of Survey No. 111, Abstract No. 42, R. A. Bell, original Grantee, 96.849 acres out of Survey No. 114, Abstract No. 335, F. R. Whitney, original Grantee, and 59.788 acres out of Survey No. 115, Abstract No. 237, Randall Jones, original Grantee, being that same property called 190.85 acres and described as First Tract in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 756 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 1" iron pin found by a 14" diameter mesquite corner post for the recognized Northeast corner of said Survey No. 111, a recognized lower exterior corner of Survey No. 578, Abstract No. 1003, W. Z. McKinney, original Grantee, an exterior corner of that certain 671.6 acre tract of land described in a deed to Marjorie Owen Kirchner, et vir, et al from Edward Arleigh Owen, et ux, dated May 27, 1976, as recorded in Volume 206 on Page 366 of the Deed Records of Uvalde County, Texas, and an interior corner of this survey;
- THENCE:** Along fence, the recognized East line of said Survey No. 111, the recognized lower West line of said Survey No. 578, and the lower West line of said 671.6 acre tract of land, S 19-33-19 E 1413.54 feet to a 1" iron pin found 2 feet North of a corner post on the North R.O.W. line of the Southern Pacific Railroad for the Southwest corner of said 671.6 acre tract of land and the lower Southeast corner of this survey;
- THENCE:** Generally along fence and the North R.O.W. line of said Southern Pacific Railroad, N 82-36-16 W 1571.57 feet to a 1" iron pin found by an 8" diameter creosote corner post for an exterior corner of this survey;
- THENCE:** Along fence and interior East line of this survey, N 02-41-34 W 240.55 feet to a 1" iron pin found by an 8" diameter creosote post for an angle point and N 20-16-09 W 243.61 feet to a 1" iron pin found by an 8" diameter creosote corner post for an interior corner of this survey;
- THENCE:** Along fence and an interior South line of this survey, N 82-17-37 W 893.85 feet to a 1" iron pin found by an 8" diameter creosote corner post for the Northeast corner of a certain 0.364 acre tract of land being a 35-foot-wide R.O.W. easement described in a deed to the Veterans Land Board of Texas from Edward D. Duvall, et ux, dated June 17, 1988, as recorded in Volume 287 on Page 45 of the aforementioned Deed Records;
- THENCE:** Along fence and the Southeast and East line of said 0.364 acre 35-foot-wide R.O.W. Easement, S 46-32-10 W 325.34 feet to a 5/8" iron pin set for an angle point and S 00-49-33 W 170.56 feet to a 1" diameter iron pin found by a 10" diameter creosote corner post for the Southeast corner of said 0.364 acre 35-foot-wide R.O.W. Easement, a point on the North line of that certain 0.353 acre tract of land being a 35-foot-wide R.O.W. Easement described in a deed to Everett R. Duvall, et ux from Leon D. Walton, dated December 17, 1985, as recorded in Volume 266 on Page 842 of the said Deed Records, and an interior Southeast corner of this survey;

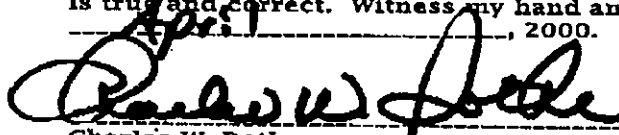
- THENCE: Along the North line of said 0.353 acre 35-foot-wide R.O.W. Easement, N 83-11-51 W 34.92 feet to a 1" iron pin found on the East line of that certain 10.00 acre tract of land described in a Contract of Sale and Purchase to Everett Ray Duvall from the Veterans Land Board of Texas, dated June 17, 1988, as recorded in Volume 287 on Page 52 of the said Deed Records, for the Southwest corner of said 0.364 acre 35-foot-wide R.O.W. Easement, the Northwest corner of said 0.353 acre 35-foot-wide R.O.W. Easement, and the lower Southwest corner of this survey;
- THENCE: Along the East and Southeast line of said 10.00 acre tract of land and the West and Northwest line of said 0.364 acre 35-foot-wide R.O.W. Easement, N 00-46-54 E 181.94 feet to a 5/8" iron pin set for an angle point and N 46-37-09 E 227.77 feet to a 1" iron pin (bent) found 2 feet South of fence for the Northeast corner of said 10.00 acre tract of land and an interior corner of this survey;
- THENCE: Along the North line of said 10.00 acre tract of land, N 82-34-54 W 1328.45 feet to a 3/4" iron pin found in fence for the Northwest corner of said 10.00 acre tract of land and the upper Southwest corner of this survey;
- THENCE: Along fence, N 04-25-54 W 813.57 feet to a 3/4" iron pin found by railroad tie corner post for the lower Northwest corner of this survey;
- THENCE: Along fence, S 82-12-14 E 1220.53 feet to a 3/4" iron pin found by a 6" diameter cedar corner post for an interior corner of this survey;
- THENCE: Along fence and the middle West line of this survey, N 22-43-26 W 184.46 feet to a 1" iron pin found by a 6" diameter cedar corner post for an angle point, N 65-26-46 E 14.25 feet to a 3/4" iron pin found by a 6" diameter cedar post for an angle point, and N 18-00-51 W 164.24 feet to a 1" iron pin found in fence about 8 feet N 46-08-07 E from a gate for a middle Northwest corner of this survey;
- THENCE: Along fence, N 46-08-07 E 580.11 feet to a 3/4" iron pin found by a 12" diameter mesquite corner post for an interior corner of this survey;
- THENCE: Along fence, N 15-51-28 W 1098.31 feet to a 5/8" iron pin set by a 12" diameter mesquite corner post on the recognized North line of said Survey No. 115 for the upper Northwest corner of this survey;
- THENCE: Along fence and the recognized North line of said Survey No. 115, N 69-57-59 E 1814.34 feet to a 1" iron pin found by an 8" diameter cedar corner post for the recognized Northeast corner of said Survey No. 115, the recognized upper Northwest corner of said Survey No. 578, the upper Northwest corner of said 671.6 acre tract of land, and the Northeast corner of this survey;
- THENCE: Along fence, the recognized East line of said Survey No. 115, the recognized East line of said Survey No. 114, the recognized upper West line of said Survey No. 578, and the upper West line of said 671.6 acre

tract of land, S 18-57-22 E 1343.84 feet to a 1" iron pin found by an 18" diameter mesquite tree for the recognized Southeast corner of said Survey No. 115 and the recognized Northeast corner of said Survey No. 114, and S 19-35-01 E 1350.10 feet to a 1" iron pin found by an 8" diameter cedar corner post for the recognized Southeast corner of said Survey No. 114, a recognized interior corner of said Survey No. 578, an interior corner of said 671.6 acre tract of land, and an exterior corner of this survey;

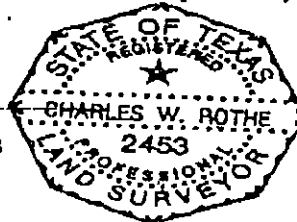
THENCE: Along fence, the recognized South line of said Survey No. 114, a recognized lower North line of said Survey No. 578, and the lower North line of said 671.6 acre tract of land, S 70-11-25 W 275.98 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the North R.O.W. line of said Southern Pacific Railroad between two found ½" iron pins having a bearing and distance of N 82-36-16 W 1571.57 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 12th day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



TOGETHER WITH ROAD ACCESS EASEMENT:

Being a 35-foot road access easement lying over and across said 338 acres, and more particularly described by metes and bounds as follows:

Beginning at the NE and eastmost corner of the aforesaid 10.00 acres tract deeded to Veterans Land Board, a 1-inch threaded-head steel stake found down 3 inches:

THENCE N 63° 51' 19" E 117.10 feet to the 1-inch threaded-head steel stake found up 2 inches at 8-inch treated-pine 2-way fence corner post;

THENCE S 46° 27' 52" W, at 194.72 feet passing said 3/4-inch steel stake found at NW corner of concrete slab, and continuing a total of 325.40 feet to said 1-inch threaded-head steel stake found up 3 inches by 10-inch treated pine post;

THENCE S 0° 56' 05" W 170.24 feet to said 1-inch threaded-head steel stake found up 3 inches at 10-inch treated-pine 3-way fence corner post;

THENCE S 82° 34' 47" E, parallel to and 35.00 feet from said N R.O.W. of S. P. Railroad R.O.W., 404.97 feet to a 1-inch steel stake found down 1 inch in roadway;

THENCE S 7° 25' 13" W 35.00 feet to a 1-inch steel stake found up 3 inches in said N R.O.W. of S.P. Railroad for SE and southmost corner of this described easement, from which the 1-inch threaded-head steel stake found up 5 inches by 3-way fence corner post in E boundary of Survey No. 111 bears with R.O.W. S 82° 34' 47" E 2401.71 feet;

THENCE N 82° 34' 47" W with said R.O.W., parallel to and 50.00 feet from its marked centerline, crossing said railroad crossing to Hacienda Road, at 35.00 feet passing a 1-inch threaded-head steel stake found up 3 inches to mark this line, from which the 6-inch steel pipe gate post bears N 7° 25' 13" E 2.08 feet, and continuing generally along left side of existing R.O.W. fence a total of 439.97 feet to a 1-inch steel stake found up 4 inches at 10-inch treated-pine post for SW and westmost corner of this described easement;

THENCE N 7° 25' 13" E, at 25.00 feet passing the SE and southmost corner and Beginning Point of the aforesaid 10.00 acres, and continuing a total of 35.00 feet to said 1-inch threaded-head steel stake found up 1/2 inch at 9-inch treated-pine fence post;

THENCE continuing with E boundary of said 10.00 acres as follows:

N 0° 56' 05" E 181.22 feet to a point in plowed field;

And N 46° 27' 52" E 228.01 feet to the Point of Beginning, and occupying 0.716 acre.

FIELD NOTES TO DESCRIBE

A survey of 372.877 acres of land situated about 4 miles S 88° W of Uvalde in Uvalde County, Texas, being 2.590 acres out of Survey No. 29, Abstract No. 230, George Griffin, original Grantee, and 370.287 acres out of Survey No. 572, Abstract No. 1002, T. N. McKinney, original Grantee, being that same property called 373.19 acres and being 370.64 acres - Second Tract and 2.55 acres - Third Tract in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 756 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a ¾" iron pin found by corner post on the Southwest R.O.W. line of F.M. Highway 2369 (Dunbar Lane) at or near the Northeast corner of said Survey No. 572 and the Southeast corner of Survey No. 106, Abstract No. 293, Calestro Jesus, original Grantee, for the Southeast corner of that certain 745.648 acre tract of land described as Tract No. 1 in a deed to Marjorie Owen Kirchner, et vir from Mary Owen Manry, et ux, et al, dated April 12, 1979, as recorded in Volume 222 on Page 875 of the Deed Records of Uvalde County, Texas, and the Northeast corner of this survey;
- THENCE:** Along fence and the Southwest R.O.W. line of said F.M. Highway 2369 (Dunbar Lane), the following courses:
- S 20-26-14 E 2153.11 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;
- Along the arc of said curve to the left having a radius of 756.20 feet, a central angle of 35°04'00", a tangent of 238.91 feet, and a chord which bears S 37-58-14 E 455.63 feet, a distance of 462.82 feet to a 5/8" iron pin set for the point-of-tangency of said curve;
- S 55-30-14 E 190.70 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the right;
- Along the arc of said curve to the right having a radius of 693.07 feet, a central angle of 34°56'27", a tangent of 218.13 feet, and a chord which bears S 38-02-01 E 416.14 feet, a distance of 422.66 feet to a 5/8" iron pin set for the point-of-tangency of said curve; and
- S 20-33-47 E 376.33 feet to a ½" galvanized pipe found by a 6" diameter cedar corner post for the Northeast corner of that certain 18.106 acre tract of land described in a deed to Bill H. Soyars, et ux from Jimmy W. Harrell, et ux, dated April 22, 1975, as recorded in Volume 199 on Page 654 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the North line of said 18.106 acre tract of land, S 70-21-03 W 672.59 feet to a 2" diameter pipe corner post for the Northwest corner of said 18.106 acre tract of land, the upper Northeast corner of that certain 167.764 acre tract of land described in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 760 of the aforementioned Official Public Records, and an angle point of this survey;
- THENCE:** Along fence and the upper North line of said 167.764 acre tract of land, S 70-35-55 W 1598.06 feet to a ¾" iron pin (bent) found by corner post for the Northwest corner of said 167.764 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the upper West line of said 167.764 acre tract of land, S 20-46-38 E 2861.81 feet to a 5/8" iron pin found by a 10" diameter cedar corner post for the Northwest corner of

that certain 9.284 acre tract of land described in a deed to Ross C. Watkins, Inc. from W. O. Kirk, et ux, dated October 23, 1965, as recorded in Volume 160 on Page 423 of the said Deed Records, the upper Southwest corner of said 167.764 acre tract of land and an angle point of this survey;

THENCE: Along fence and the West line of said 9.284 acre tract of land, S 20-33-23 E 713.13 feet to a 5/8" iron pin set by a 2" diameter pipe corner post on the North R.O.W. line of U.S. Highway 90 for the Southwest corner of said 9.284 acre tract of land and the lower Southeast corner of this survey;

THENCE: Along fence and the North R.O.W. line of said U.S. Highway 90, N 87-29-53 W 1021.89 feet to a 3/4" iron pin found by a 2" diameter pipe corner post at the point-of-intersection with the recognized East line of Survey No. 102, Abstract No. 149, Daniel Davis, original Grantee, and the recognized lower West line of said Survey No. 572 for the the Southeast corner of that certain 58.25 acre tract of land described in a deed to Holt Helicopter, Inc. from Dial S. Cornwell, et ux, dated August 6, 1987, as recorded in Volume 280 on Page 609 of the aforementioned Deed Records, and the lower Southwest corner of this survey;

THENCE: Along fence, the recognized East line of said Survey No. 102, the East line of said 58.25 acre tract of land, and the recognized lower West line of said Survey No. 572, N 20-14-41 W 2645.87 feet to a 3/4" iron pipe found by a 2" diameter pipe corner post for the recognized Northeast corner of said Survey No. 102, a recognized interior corner of said Survey No. 572, the Northeast corner of said 58.25 acre tract of land, and an interior corner of this survey;

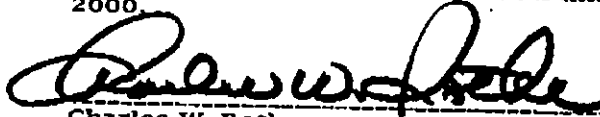
THENCE: Along fence, the recognized North line of said Survey No. 102, the recognized upper South line of said Survey No. 572, and the North line of said 58.25 acre tract of land, S 69-32-32 W 125.69 feet to a 1" iron pin found by a 2" pipe corner post for an angle point and S 69-57-55 W 602.60 feet to a 3/4" iron pin found by a 12" diameter cedar corner post for the recognized Southeast corner of Survey No. 103, Abstract No. 1, William Andres, original Grantee, the recognized upper Southwest corner of said Survey No. 572, the Southeast corner of that certain 195 acre tract of land described in a deed to James D. Rose from Frances Rose Baker, dated August 29, 1963, as recorded in Volume 152 on Page 456 of the said Deed Records, and the upper Southwest corner of this survey;

THENCE: Along fence, the recognized East line of said Survey No. 103, the East line of said 195 acre tract of land, the recognized upper West line of said Survey No. 572, and the East line of that certain 43 acre tract of land described in a deed to P. E. Jeffrey from Carlos Meyer, dated March 26, 1965, as recorded in Volume 158 on Page 204 of the said Deed Records, N 20-07-35 W 2289.92 feet to a 4" diameter cedar post for an angle point and N 20-10-39 W 1777.38 feet to a 3/4" iron pin found by an 8" diameter cedar corner post on the recognized South line of said Survey No. 106 and the South line of said 745.648 acre tract of land for the recognized Northeast corner of said Survey No. 103, the recognized Northwest corner of said Survey No. 572, the Northeast corner of said 43 acre tract of land, and the Northwest corner of this survey;

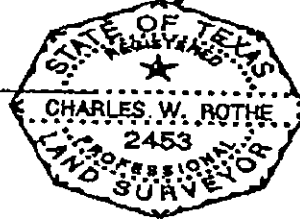
THENCE: Along fence, the recognized South line of said Survey No. 106, the recognized North line of said Survey No. 572, and the South line of said 745.648 acre tract of land, N 70-38-40 E 1802.46 feet to a 6" diameter cedar post for an angle point and N 70-30-10 E 1716.47 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the lower West line of this survey between a found $\frac{1}{4}$ " iron pipe and a found $\frac{1}{4}$ " iron pin having a bearing and distance of N 20-14-41 W 2645.87 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 12th day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 648.895 acres of land situated about 3 miles N 32° W of Uvalde in Uvalde County, Texas, being 101.833 acres out of Survey No. 72, Abstract No. 241, Carlos Huizar, original Grantee, and 547.062 acres out of Survey No. 581, Abstract No. 769, G.C. & S.F. RR. Co., original Grantee, being that same property called 648.9968 acres in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated June 30, 1997, as recorded in Volume 382 on Page 772 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 7/8" iron pin with 2 1/2" diameter aluminum cap found by an 8" diameter creosote corner post for the recognized Southwest corner of Survey No. 583, Abstract No. 756, G.C. & S.F. RR. Co., original Grantee, the recognized upper Northwest corner of said Survey No. 581, and the upper Northwest corner of this survey;
- THENCE:** Along fence, the recognized South line of said Survey No. 583 and the recognized upper North line of said Survey No. 581, the following courses:
- N 70-01-27 E 893.43 feet to a 7/8" diameter iron pin with 2 1/2" diameter aluminum cap found by a 6" diameter creosote corner post for an angle point;
- N 70-23-23 E 1148.55 feet to a 7/8" diameter iron pin with 2 1/2" aluminum cap found by corner post for an angle point;
- N 70-05-02 E 630.94 feet to a 2" diameter pipe corner post for an angle point; and
- N 70-06-32 E 1333.34 feet to a 7/8" diameter iron pin with 2 1/2" aluminum cap found by a 3" diameter pipe corner post on the Southwest line of Thompson Road (County Road 402) for the Northeast corner of this survey;
- THENCE:** Along fence and the Southwest and West line of said Thompson Road (County Road 402), the following courses:
- S 24-35-18 E 2307.63 feet to a 7/8" diameter iron pin found by an 8" diameter cedar corner post at the Northwest end of the main entrance gate for an angle point;
- S 25-02-01 E 2924.63 feet to a 5/8" iron pin set by an 8" diameter cedar post for an angle point;
- S 00-03-26 E 1966.02 feet to a 7/8" diameter iron pin with 2 1/2" aluminum cap found by an 8" diameter cedar post for an angle point;
- S 10-22-21 W 403.41 feet to a 7/8" diameter iron pin with 2 1/2" aluminum cap found by a 10" diameter cedar corner post for the East corner of a certain 20 acre tract of land described in a deed to Zac Leon Gray and Laralva Gray Lakey from Zac Leon Gray, Independent Executor, dated December 22, 1998, as recorded in Volume 414 on Page 887 of the said Official Public Records, and the easternmost South corner of this survey;
- THENCE:** Along fence and the Northeast line of said 20 acre tract of land, N 54-06-14 W 576.39 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter mesquite corner post for the North corner of said 20 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the Northwest line of said 20 acre tract of land, S 27-38-20 W 1085.65 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter cedar corner post for the West

corner of said 20 acre tract of land and the westernmost South corner of this survey;

THENCE: Along fence and the Northeast R.O.W. line of said State Highway 55, the following courses:

Along the arc of said curve to the left having a radius of 11,519.16 feet, a central angle of 01°10'25", a tangent of 117.98 feet, and a chord which bears N 53-47-38 W 235.95 feet, a distance of 235.95 feet to a 7/8" iron pin with 2 1/2" aluminum cap found 1 foot Northeast of a 4" x 4" concrete R.O.W. marker for the point-of-curvature of said curve;

N 54-23-54 W 1055.94 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter cedar corner post for an angle point; and

N 54-28-18 W 169.02 feet to a 7/8" iron pin found by a 6" diameter cedar corner post for the South corner of that certain 5.3 acre tract of land described in a deed to Murray E. Hargrove from Phillip Paul Bryant, dated March 2, 1983, as recorded in Volume 245 on Page 964 of the Deed Records of Uvalde County, Texas, and an exterior corner of this survey;

THENCE: Along fence and the Southeast line of said 5.3 acre tract of land, N 64-18-21 E 576.00 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter cedar corner post for the East corner of said 5.3 acre tract of land and an interior corner of this survey;

THENCE: Along fence, the Northeast line of said 5.3 acre tract of land, the Northeast corner of a certain 4.48 acre tract of land described in a deed to Tejas Ica Company, Inc. from William E. McBryde, Inc., dated January 1, 1993, as recorded in Volume 331 on Page 655 of the aforementioned Official Public Records, and the Northeast line of that certain 4.5 acre tract of land described in a deed to Johnnie Dale Sweeten from Neland Black, dated February 13, 1978, as recorded in Volume 216 on Page 718 of the aforementioned Deed Records, N 54-36-18 W 1204.14 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter cedar corner post for the North corner of said 4.5 acre tract of land and an interior corner of this survey;

THENCE: Along the Northwest line of said 4.5 acre tract of land, S 64-59-50 W 573.17 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter cedar corner post on the Northeast R.O.W. line of said State Highway 55 for the West corner of said 4.5 acre tract of land and an exterior corner of this survey;

THENCE: Along fence and the Northeast R.O.W. line of State Highway 55, N 54-20-52 W 2699.68 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 2" diameter pipe post for the point-of-curvature of a curve to the left;

THENCE: Along fence and the Northeast R.O.W. line of said State Highway 55 and along the arc of said curve to the left having a radius of 5789.64 feet, a central angle of 03°43'21", a tangent of 188.14 feet, and a chord which bears N 55-50-20 W 376.08 feet, a distance of 376.15 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 2" diameter pipe corner post at the point-of-intersection with the Southwest line of said Survey No. 581 and the Northeast line of Survey No. 575, Abstract No. 762, G.C. & S.F. RR. Co., original Grantee, for the upper Southwest corner of this survey;

THENCE: Along fence, the recognized lower Southwest line of said Survey No. 581, the recognized Northeast line of said Survey No. 575, in part along the Northeast line of that certain 6.316 acre tract

of land described in a deed to Gaylon C. Trees, et ux from Charles R. Butler, et ux, dated May 26, 1981, as recorded in Volume 234 on Page 815 of the aforementioned Deed Records, and along the Northeast line of that certain 124.39 acre tract of land described as First Tract in a deed to Rod Hardesty, et al from Beaumont W. Watkins, et al, Trustee, dated March 22, 1995, as recorded in Volume 350 on Page 656 of the said Official Public Records, N 19-53-30 W 790.55 feet to a 5/8" iron pin set by a 6" diameter cedar post (leaning) for an angle point, N 19-38-36 W 205.77 feet to a 6" diameter cedar post in concrete for an angle point, and N 19-41-06 W 798.69 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 6" diameter cedar corner post on the recognized Southeast line of said Survey No. 580 for the recognized lower Northwest corner of said Survey No. 581, the South corner of that certain 163.326 acre tract of land described as Tract No. One in a deed to Lawrence Wilde, et ux from W. P. Sights, Sr., et ux, dated January 15, 1974, as recorded in Volume 192 on Page 647 of the said Deed Records, and the lower Northwest corner of this survey;

THENCE:

Along fence, the recognized lower North line of said Survey No. 581, the recognized Southeast line of said Survey No. 580, and the Southeast line of said 163.326 acre tract of land, N 70-04-28 E 786.61 feet to a 7/8" iron pin with 2 1/2" aluminum cap found by a 10" diameter cedar corner post for the recognized Southeast corner of said Survey No. 580, the recognized interior corner of said Survey No. 581, and an interior corner of this survey;

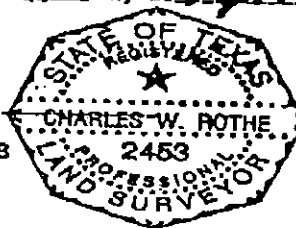
THENCE:

Along fence, the recognized Northeast line of said Survey No. 580, the recognized upper Southwest line of said Survey No. 581, and the occupied Northeast line of said 163.326 acre tract of land, N 19-38-16 W 1142.90 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 11th day of April, 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 319.455 acres of land situated about 4.5 miles N 07° E of Uvalde in Uvalde County, Texas, being 41.818 acres out of Survey No. 97, Abstract No. 288, I. & G.N.R.R. Co., original Grantee, and 277.637 acres out of Survey No. 98, Abstract No. 289, I. & G.N.R.R. Co., original Grantee, being that same property called 319.506 acres in a deed to FW Ranchlands L.P. from Jack Pink Franklin, dated August 7, 1997, as recorded in Volume 383 on Page 161 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a ¼" iron pin found by a 3" diameter 3-way pipe corner post for the called common corner of said Survey No. 98, Survey No. 99, Abstract No. 290, I. & G.N. RR. Co, original Grantee, Survey No. 1011, Abstract No. 200, Miller Francis, original Grantee, and Survey No. 82, Abstract No. 357, J. A. Navarro, original Grantee, the Southeast corner of that certain 10.00 acre tract of land described in a deed to Bobby Russell McDaniel, et ux, from Ronald Gene Felts, et ux, dated April 11, 1986, as recorded in Volume 269 on Page 90 of the Deed Records of Uvalde County, Texas, the Southwest corner of that certain 234.355 acre tract of land described in a deed to Charlotte Hargrove Crider from H. F. Hargrove, et ux, dated October 13, 1971, as recorded in Volume 183 on Page 389 of the aforementioned Deed Records, the Northwest corner of that certain 197.956 acre tract of land described as First Tract in a deed to Pete Neutze from Neal Hargrove, et ux, dated February 19, 1976, as recorded in Volume 203 on Page 776 of the said Deed Records, and the Northeast corner of this survey;
- THENCE:** S 00-21-49 W at 21.44 feet pass 0.98 feet East of a 5/8" iron pin set by a 6" diameter cedar 3-way corner post, at 1286.57 feet pass 2.77 feet West of a railroad tie corner post for an angle point in fence, at 2166.86 feet pass 7.25 feet West of a 5/8" iron pin found by an 8" diameter cedar corner post for the Southwest corner of said 197.956 acre tract of land and the Northwest corner of that certain 100.006 acre tract of land described as Second Tract in the aforementioned deed to Pete Neutze, for an angle point in fence, South 2726.33 feet pass 10.44 West of a 12" diameter mesquite tree for an angle point in fence, at 3235.09 feet pass 76.59 feet East of a 6" diameter cedar post for an angle point in fence, at 3554.85 feet pass 100.59 feet East of a 6" diameter cedar post for an angle point in fence, at 3584.11 feet pass 40.33 feet East of a 24" diameter live oak tree for an angle point in fence, at 3624.34 feet pass 14.60 feet East of an 8" diameter cedar post for an angle point in fence, continuing a total distance of 4741.81 feet to a ¼" iron pin found for the Northeast corner of that certain 63.84 acre tract of land described as Tract I in a deed to Harry O. Watkins from FDIC Receiver, dated April 30, 1993, as recorded in Volume 325 on Page 44 of the said Official Public Records, and the upper Southeast corner of this survey;
- THENCE:** Along the North line of said 63.84 acre tract of land, N 89-43-52 W at 7.09 feet pass a 5/8" iron pin set by corner post, continuing along fence a total distance of 484.87 feet to a ¼" iron pin found by corner post for the upper Northwest corner of said 63.84 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the West and Northwest line of said 63.84 acre tract of land, S 05-53-31 W 1002.38 feet to a 4" diameter pipe post for an angle point, S 49-02-45 W 861.23 feet to a 4" diameter pipe post for an angle point, and S 72-14-06 W 666.37 feet to a 4" diameter pipe corner post on the Northeast line of County Road 400 for the West corner of said 63.84 acre tract of land and the South corner of this survey;

THENCE: Along fence and the Northeast and East line of said County Road 400, the following courses:

N 43-46-30 W 1033.46 feet to a 4" diameter pipe post for an angle point;

N 05-25-54 W 1137.73 feet to an 8" diameter cedar post for an angle point;

N 04-43-00 W 370.49 feet to a 4" diameter pipe post for an angle point;

S 87-07-10 W 53.52 feet to an 8" diameter cedar corner post for an angle point;

N 16-39-56 E 753.74 feet to an 8" diameter cedar post for an angle point;

N 02-01-27 E 589.39 feet to an 8" diameter cedar post for an angle point; and

N 10-05-51 W 174.01 feet to a 5/8" iron pin set in a cedar post for the Southeast corner of that certain 14.71 acre tract of land described in a deed to George R. Holmes, et ux from Beaumont Watkins, et ux, dated February 16, 1996, as recorded in Volume 362 on Page 141 of the said Official Public Records, and an angle point of this survey;

THENCE: Leaving fence and along the East line of said 14.71 acre tract of land, N 00-05-23 W 76.56 feet to a 5/8" iron pin set in fence for an angle point of said 14.71 acre tract of land and an angle point of this survey;

THENCE: Along fence and the East line of said 14.71 acre tract of land, N 20-40-59 E 801.51 feet to a 6" diameter cedar post for an angle point and N 10-58-16 E 508.50 feet to a 3/4" iron pin found by fence post for the Northeast corner of said 14.71 acre tract of land, the Southeast corner of that certain 5.00 acre tract of land described in a deed to Lewis D. Moore, et ux from Mohmood Ghods-Esfahani, et ux, dated April 17, 1999, as recorded in Volume 415 on Page 293 of the said Official Public Records, and an angle point of this survey;

THENCE: Along fence and the East line of said 5.00 acre tract of land, N 10-58-57 E 236.11 feet to a 3/4" iron pin found by fence post for an angle point in the East line of said 5.00 acre tract of land, the Southeast corner of that certain 36.29 acre tract of land described in a deed to Beaumont W. Watkins from Harry O. Watkins, dated July 8, 1993, as recorded in Volume 326 on Page 639 of the said Official Public Records, and an angle point of this survey;

THENCE: Along fence and the Southeast line of said 36.29 acre tract of land, N 64-09-09 E 243.11 feet to a 3/4" iron pin found by fence post for an angle point, N 42-48-00 E 126.28 feet to a 6" diameter treated post for an angle point, N 22-34-48 E 355.06 feet to a 6" diameter treated post for an angle point and N 20-25-41 E 711.83 feet to a 3/4" iron pin found by corner post on the recognized North line of said Survey No. 98, the recognized South line of said Survey No. 99, the South line of said County Road 400, for the Northeast corner of said 36.29 acre tract of land and the Northwest corner of this survey;

THENCE: Leaving fence, along the recognized common line of said Survey Nos. 99 and 98, and through said County Road 400, N 89-00-56 E at 788.25 feet pass 11.91 feet North of a 3/4" iron pin found in fence 1 foot West of the centerline of an overhead electric line, continuing along the South line of the aforementioned Bobby Russell McDaniel 10.00 acre tract of land, a total distance of 1489.11 feet to the POINT OF BEGINNING.

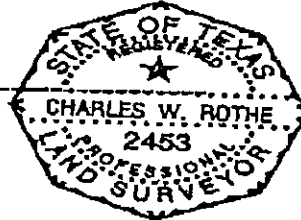
SAWS (319.455 Acres) - Page 3

The bearings are relative to the bearing along the East line of this survey between two found 3/4" iron pins having a bearing and distance of S 00-21-49 W 4741.81 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 13th day of April 2000.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-8005
FAX (830) 426-8160



TOGETHER WITH the following described road access easement:

ROAD ACCESS EASEMENT:

Being a 30 foot road access easement lying entirely within and across an 811.508 acres tract surveyed this date, adjoining tracts of 856.741 acres and 319.506 acres surveyed this date to the NW right-of-way of U.S. Highway 83 in Uvalde County, and more particularly described by metes and bounds as follows (the bearing shown are true bearings from North meridian observed at a 1/2-inch iron pipe at Anglin and Getty Streets in the City of Uvalde lying West 2391.28 feet and South 12681.08 feet from this Point of Beginning):

Beginning at a point in the southmost line of said 856.741 acres from which the fencepost by existing concrete tank bears N 76° 11' 01" W 51.22 feet, and the 3/4-inch steel stake at its southmost corner bears S 76° 11' 01" E 3.95 feet and S 86° 15' 45" E 86.63 feet:

THENCE parallel to and 15.00 feet from the center of existing road as follows:

S 4° 02' 27" E 82.71 feet to a point;

And S 9° 08' 11" E 138.05 feet to a point;

THENCE N 80° 51' 49" E 82.49 feet to a point in the W line of said 319.506 acres, from which the aforementioned 3/4-inch steel stake at the southmost corner of 856.741 acres bears N 6° 25' 39" W 200.00 feet;

THENCE WITH W line of 319.506 acres S 6° 25' 39" E 30.06 feet to a point;

THENCE S 80° 51' 09" W 80.65 feet to a point;

THENCE again parallel to and 15.00 feet from the centerline of existing gravel road as follows:

S 9° 08' 11" E 851.56 feet to an anglepoint;

S 27° 59' 59" E 114.84 feet to an anglepoint;

S 43° 22' 54" E 893.91 feet to an anglepoint;

S 19° 29' 05" E 180.98 feet to an anglepoint;

S 4° 34' 29" E 727.89 feet to an anglepoint;

S 11° 01' 20" E 487.92 feet to an anglepoint;

S 4° 55' 32" E 225.88 feet to an anglepoint;

And S 23° 21' 44" E 125.64 feet to the SE corner of this described easement in the NW right-of-way of U.S. Highway 83, from which the corner in E line of Survey No. 97 bears with R.O.W. N 41° 09' 04" E 2523.48 feet;

THENCE with said NW R.O.W. of U.S. Hwy 83, parallel to and 50.00 feet from its centerline, S 41° 09' 04" W 33.23 feet to the SW corner of this easement;

THENCE across said 811.508 acres, parallel to and 15.00 feet from the centerline of said gravel road, as follows:

N 23° 21' 44" W 143.81 feet to an anglepoint;

N 4° 55' 32" W 229.15 feet to an anglepoint;

N 11° 01' 20" W 448.02 feet to an anglepoint;

N 4° 34' 29" W 725.66 feet to an anglepoint;

N 19° 29' 05" W 170.71 feet to an anglepoint;

N 43° 22' 54" W 891.61 feet to an anglepoint;

N 27° 59' 59" W 123.88 feet to an anglepoint;

N 9° 08' 11" W 1025.93 feet to an anglepoint;

And N 4° 02' 27" W 93.72 feet to the NW corner of this described easement in the southmost line of said 856.741 acres;

THENCE with said southmost line of 856.741 acres S 76° 11' 01" E 31.52 feet to the Point of Beginning and occupying 2.7250 acres.

FIELD NOTES TO DESCRIBE

A survey of 2026.412 acres of land situated about 6.8 miles N 57°30' E of Uvalde in Uvalde County, Texas, having acreage in the following original surveys:

SURVEY NO.	ABSTRACT NO.	ORIGINAL GRANTEE	ACRES
666	450	Chesley Stringfellow	322.682
668	147	Alfred Douthit	827.932
670	350	A. J. McDonald	689.965
672	249	Alexander Hodge	185.833
		Total	2026.412

said 2026.412 acres of land being that same property described in a deed to FW Ranchlands L.P. from John A. Cardwell, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 752 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 5/8" iron pin found on the Northwest boundary line of the Frio River for the recognized Southeast corner of said Survey No. 672, the Northeast corner of that certain 291 acres of land described in a deed to Bill and Madeline Marlin Trust from Bill R. Marlin, et ux, dated May 3, 1996, as recorded in Volume 363 on Page 117 of the aforementioned Official Public Records, and the Southeast corner of this survey;
- THENCE:** Along fence, the recognized South line of said Survey No. 672 and the North line of said 291 acre tract of land, S 89-18-19 W 1245.42 feet to a 5/8" iron pin found by a 4" diameter cedar post for an angle point and S 89-28-01 W 2166.69 feet to a 5/8" iron pin found by an 8" diameter cedar corner post for the Southeast corner of that certain 2189.084 acre tract of land described as Tract II in a Partition Deed to Ginger Ann Cooper from Peggy Neal Scott, dated December 18, 1989, as recorded in Volume 313 on Page 482 of the aforementioned Official Public Records, and the lower Southwest corner of this survey;
- THENCE:** Along fence and the lower East line of said 2189.084 acre tract of land, N 00-20-57 E 3449.45 feet to a 5/8" iron pin found by an 8" diameter cedar corner post for the lower Northeast corner of said 2189.084 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the lower North line of said 2189.084 acre tract of land, S 89-52-27 W 3632.92 feet to a 5/8" iron pin found by a railroad tie corner post for an interior corner of said 2189.084 acre tract of land and the upper Southwest corner of this survey;
- THENCE:** Along fence and the upper East line of said 2189.084 acre tract of land, N 00-06-27 W 2502.03 feet to a 5/8" iron pin found by a 3-way corner post on the recognized North line of said Survey No. 670 and the recognized South line of said Survey No. 668 for an angle point and N 00-09-30 W 2165.54 feet to a 5/8" iron pin found by a 10" diameter treated corner post for the upper Northeast corner of said 2189.084 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the North line of said 2189.084 acre tract of land, S 87-29-35 W 10.38 feet to a 5/8" iron pin found by a 4" diameter cedar corner post for the Southeast corner of that certain 219.96 acres of land described in a deed to Elisa Murillo Quiroga from Rosa Herring, dated May 10, 1994, as recorded in Volume 336 on Page 552 of the said Official Public Records, and an exterior corner of this survey;
- THENCE:** Along fence and the East line of said 219.96 acre tract of land, N 00-03-26 E 390.41 feet to a 5/8" iron pin found by an 8" diameter creosote post for an angle point and N 00-04-53 W 1741.99 feet to a 5/8" iron pin found by an 8" diameter cedar corner post on the recognized North line of said Survey No. 668

and the recognized South line of said Survey No. 666 for the Southeast corner of that certain 22.50 acre tract of land described in a deed to Larry T. Faglie, et ux from Albert T. Timberlake, et ux, dated June 10, 1991, as recorded in Volume 309 on Page 180 of the said Official Public Records, the Northeast corner of said 219.96 acre tract of land and an angle point of this survey;

THENCE: Along fence and the East line of said 22.50 acre tract of land, N 00-09-58 W 1875.01 feet to a 5/8" iron pin found by a 12" diameter creosote corner post on the Southeast R.O.W. line of U.S. Highway 90 for the Northeast corner of said 22.50 acre tract of land and the Northwest corner of this survey;

THENCE: Along fence and the Southeast R.O.W. line of said U.S. Highway 90, the following courses:

N 71-36-38 E 2610.35 feet to a 4" x 4" concrete R.O.W. marker for an angle point;

N 71-37-15 E 1000.87 feet to a 4" x 4" concrete R.O.W. marker found by a 12" diameter creosote post for an angle point;

S 86-22-06 E 105.43 feet to a broken 4" x 4" concrete R.O.W. marker (leaning) found for an angle point;

N 71-37-17 E 502.87 feet to a 4" x 4" concrete R.O.W. marker found by an 8" diameter creosote post for an angle point;

N 50-12-47 E 107.03 feet to a broken 4" x 4" concrete R.O.W. marker found by an 8" diameter creosote post for an angle point; and

N 71-34-52 E 1150.50 feet to a 5/8" iron pin found by a 10" diameter creosote corner post for the Northwest corner of that certain 224.186 acre tract of land described in a deed to R. B. Willoughby, Jr., et al from Gary Aelvoet, et ux, dated August 10, 1998, as recorded in Volume 401 on Page 212 of the said Official Public Records, and the upper Northeast corner of this survey;

THENCE: Along fence and the West line of said 224.186 acre tract of land, S 00-03-32 E 3557.48 feet to a 5/8" iron pin found by an 8" diameter creosote corner post on the recognized South line of said Survey No. 666 and the recognized North line of said Survey No. 668 for the Southwest corner of said 224.186 acre tract of land and an interior corner of this survey;

THENCE: Along fence and the recognized common line of said Survey Nos. 666 and 668 and along the South line of said 224.186 acre tract of land, East at 2365.15 feet pass a 5/8" iron pin found for an angle point in the South line of said 224.186 acre tract of land, leaving fence and continuing a total distance of 3211.59 feet to a 5/8" iron pin found on the Northwest boundary line of said Frio River for the recognized Northeast corner of said Survey No. 668 and the lower Northeast corner of this survey;

THENCE: Along the Northwest, West, and Southwest boundary line of said Frio River, the following courses:

S 55-47-17 W 152.88 feet to a 5/8" iron pin found for an angle point;

S 45-22-47 W 321.91 feet to a 5/8" iron pin found for an angle point;

S 69-53-34 W 401.47 feet to a 5/8" iron pin found for an angle point;

- S 64-09-01 W 947.24 feet to a 5/8" iron pin found for an angle point;
- S 37-10-09 W 333.32 feet to a 5/8" iron pin found for an angle point;
- S 02-58-58 W 637.35 feet to a 5/8" iron pin found for an angle point;
- S 28-44-05 E 291.10 feet to a 5/8" iron pin found for an angle point;
- N 83-27-00 E 278.89 feet to a 5/8" iron pin found for an angle point;
- S 78-12-49 E 170.22 feet to a 5/8" iron pin found for an angle point;
- N 87-03-21 E 873.63 feet to a 5/8" iron pin found for an angle point;
- S 74-11-16 E 409.87 feet to a 5/8" iron pin found for an angle point;
- S 45-49-07 E 396.45 feet to a 5/8" iron pin set for an angle point;
- S 40-57-10 E 536.23 feet to a 5/8" iron pin found for an angle point;
- S 41-54-35 E 749.88 feet to a 5/8" iron pin set for an angle point;
- S 52-30-36 E 439.07 feet to a 5/8" iron pin found for an angle point;
- S 46-46-05 E 831.93 feet to a 5/8" iron pin set for an angle point;
- S 40-36-23 E 383.48 feet to a 5/8" iron pin set for an angle point;
- S 23-37-54 E 149.61 feet to a 5/8" iron pin found for an angle point;
- S 09-46-32 E 444.27 feet to a 5/8" iron pin set for an angle point;
- S 60-48-14 W 135.29 feet to a 5/8" iron pin set for an angle point;
- S 77-27-44 W 439.70 feet to a 5/8" iron pin found for an angle point;
- S 77-02-18 W 431.16 feet to a 5/8" iron pin set for an angle point;
- S 69-11-31 W 1129.17 feet to a 5/8" iron pin set for an angle point;
- S 56-24-08 W 568.67 feet to a 5/8" iron pin set for an angle point;
- S 00-58-29 E 353.93 feet to a 5/8" iron pin set for an angle point;
- S 24-52-01 W 160.37 feet to a 5/8" iron pin set for an angle point;

S 22-56-55 W 486.50 feet to a 5/8" iron pin set for an angle point;

S 25-37-33 W 741.30 feet to a 5/8" iron pin found for an angle point;

S 06-07-20 W 593.64 feet to a 5/8" iron pin found for an angle point;

S 13-22-52 E 1275.95 feet to a 5/8" iron pin set for an angle point;

S 16-48-30 W 367.13 feet to a 5/8" iron pin set for an angle point;

S 74-27-49 W 204.02 feet to a 5/8" iron pin set for an angle point;

S 62-51-50 W 634.74 feet to a 5/8" iron pin set for an angle point; and

S 57-03-05 W 177.64 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the South line of said 224.186 acre tract of land between two found 5/8" iron pins having a bearing and distance of East 2365.15 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 10th day of April 2000.

Charles W. Rothe

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160

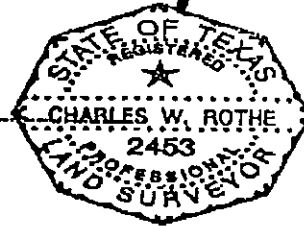


Exhibit "B"

Permit Applications

F. W. RANCHLANDS, L.P. PROPERTIES

Farm Name	EAA Docket No.	Date of Deed Recordation	Book	Volume No.	Pages
Mallard	BE00109	August 4, 1997	D	07160	1953-1956
Milward	ME00417	August 4, 1997		0301	697-700
Deluxe Cattle	ME00479	September 11, 1997		0304	149-154
Haby	UV00437	August 4, 1997		0382	764-767
Pratt	UV00461	August 4, 1997		0382	772-775
Walton & Conrad	UV00478 & UV00479	August 4, 1997		0382	756-759
Watkins	UV00487	August 4, 1997		0382	768-771
Franklin	UV00537	August 12, 1997		0383	161-166
Knippa	UV00576	August 4, 1997		0382	752-755
Lindenborn	UV00630	August 4, 1997		0382	760-763

Exhibit "C"

Permitted Encumbrances

1. Utility easements reserved to grantor and its assigns in warranty deeds recorded in Volume 1621, Page 157, Volume 1663, Page 298, and Volume 1803, Page 454, Bexar County Deed Records. (Tract 1)
2. 1/8th of all oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 2342, Page 860, of the Real Property Records of Bexar County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (Tract 1)
3. Right-of-way Easement granted to West Medina County Water Supply Corporation by instrument of record in Volume 23, Page 589, Medina County Official Public Records. (Tract 2)
4. Blanket Easements for utilities, roads, and irrigation structures as reserved in deeds of record in Volume 121, Page 493; Volume 121, Page 497; and Volume 122, Page 270, Medina County Deed Records. (Tracts 3, 4, 5 and 6)
5. Blanket Easements for utilities, roads, and irrigation structures asset out on plat of the San Antonio Trust Subdivision of Lands as recorded in Volume 2, Pages 1 and 2, Plat Records of Medina County, Texas, and on plat of the Medina Irrigated Farms Subdivision of the Upper Melton Tract as recorded in Volume 2, Page 5, Medina County Plat Records. (Tracts 3, 4, 5 and 6)
6. Subject to the rights of taxation and assessment reserved in favor of the Bexar-Medina-Atascosa Counties Water Control & Improvement District No. One by instruments of record in Volume 121, Page 493; Volume 121, Page 497; and Volume 122, Page 270, Medina County Deed Records. (Tracts 3, 4, 5 and 6)
7. Subject to the terms of a Bexar-Medina-Atascosa Counties Water Control & Improvement District Number One Resolution of record in Volume 304, Page 813, Medina County Deed Records. (Tracts 3, 4, 5 and 6)
8. Subject to the terms of a Bexar-Medina-Atascosa Counties Water Control & Improvement District Number One Resolution of record in Volume 299, Page 616, Medina County Deed Records. (Tracts 3, 4, 5 and 6)
9. Right-of-way Easement granted to San Antonio City Public Service by instrument of record in Volume 305, Page 831, Medina County Deed Records. (Tracts 3, 4, 5 and 6)
10. Right-of-way Easement granted to Comal Power Company by instrument of record in Volume 81, Page 1, Medina County Deed Records. (As to Tract 6 only)
11. Right-of-way Easement granted to East Medina County Water Supply Corporation by instrument of record in Volume 268, Page 753, Medina County Deed Records. (As to Tract 6 only)
12. Reservation of a right to use irrigation ditch as set out in deed dated January 26, 1932, executed by the San Antonio Paper Shell Pecan Company, et al, to Margaret A. Sansome and recorded in Volume 98, Page 193, Medina County Deed Records. (As to a part of Tract 6, only)

13. Electric transmission line along the south line of the 225.03 acre tract (Tract 6), as shown on survey plat dated August 22, 1996, as prepared by John M. Howard, Registered Professional Land Surveyor.
14. Conveyance of all the oil, gas and other minerals in and under the subject property in Mineral Deed executed by Deluxe Super Market, Inc., to Lawrence C. Mollere of record in Volume 257, Page 489, Medina County Deed Records. (Tract 2) Title to said interest not checked subsequent to the date of the aforesaid instrument.
15. Reservation of an undivided 1/2 interest in and to all oil, gas and other minerals of every kind and character in, under and that may be produced from the subject property in deed dated April 19, 1972, executed by Margarite B. Parker to Bryon Milward and filed of record in Volume 241, Page 269, Medina County Deed Records. (As to Tracts 3, 4, 5 and a portion of Tract 6) Title to said interest not checked subsequent to the date of the aforesaid instrument.
16. Lease of Ground Water dated September 1, 1999, recorded in Volume 362, Page 597, Medina County Official Public Records, by and between F.W. Ranchlands, L.P., as Lessor, and Elm Creek Owner's Association, as Lessee. (Tracts 3, 4, 5 and 6)
17. Subject to the terms, conditions and stipulations contained in that certain Reciprocal Easement Agreement recorded in Volume 365, Page 639, Official Public Records of Uvalde County, Texas. (Tracts 7 and 8)
18. Royalty Deed dated September 26, 1929, recorded in Volume 70, Page 333, Deed Records of Uvalde County, Texas, from S.D. Utz to Texas Osage Co-Op Royalty Pool and Flag Oil Company of Texas, which Royalty Deed conveyed an undivided 1/2 interest in and to the mineral estate, 1/4 of said 1/2 being in Flag Oil Company of Texas and 3/4 of 1/2 being in Texas Osage Co-Op Royalty Pool. Flag Oil Company of Texas conveyed to Flag Oil Corporation of Delaware, an undivided 1/8 interest in the mineral estate by Deed dated March 2, 1948, recorded in Volume 112, Page 181, Deed Records and amended by Volume 339, Page 473, Official Public Records of Uvalde County, Texas. (Tracts 7 and 8)
19. Non-participating royalty reservation contained in Deed dated January 10, 1964, from Charles E. Snelling et ux to Margaret Weeks and Patricia Gerdes, reserving an undivided 1/2 interest of the customary 1/8 royalties, said Deed recorded in Volume 153, Page 489, Deed Records of Uvalde County, Texas. (Tracts 7 and 8)
20. Undivided one-fourth (1/4) non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, reserved by instrument recorded in Volume 260, Page 822, of the Deed Records of Uvalde County, Texas. (Tracts 7 and 8)
21. Electric transmission and distribution line easement granted to Medina Electric Cooperative, Inc., as recorded in Volume 329, Page 482 and Volume 329, Page 484, Official Public Records of Uvalde County, Texas. (Tracts 7 and 8)
22. Easement granted to Schubach Company as recorded in Volume 336, Page 416, Official Public Records of Uvalde County, Texas. (Tract 8)
23. Pipeline easement granted to The Illinois Pipeline Company as recorded in Volume 69, Page 228, Deed Records of Uvalde County, Texas. (Tracts 9 and 10)

24. Electric transmission and distribution line easement granted to Central Power and Light as recorded in Volume 75, Page 422, Deed Records of Uvalde County, Texas. (Tracts 9 and 10)
25. Gas Pipeline Easement granted to Texas Gas Utilities Corporation as recorded in Volume 150, Page 343, Deed Records of Uvalde County, Texas. (Tracts 9 and 10)
26. Electric Line Easement recorded in Volume 71, Page 247, Official Public Records of Uvalde County, Texas. (Tracts 9 and 10)
27. Electric transmission and distribution line easement granted to Central Power and Light Company as recorded in Volume 312, Page 429, Deed Records of Uvalde County, Texas. (Tracts 9 and 10)
28. 1/2 non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, reserved by instrument recorded in Volume 376, Page 221, of the Official Public Records of Uvalde County, Texas. (Tracts 9 and 10)
29. Electric transmission and distribution line easement granted to Central Power and Light Company as recorded in Volume 356, Page 446, Official Public Records of Uvalde County, Texas. (Tract 11)
30. Telephone line easement granted to Southwestern Bell Telephone Company as recorded in Volume 155, Page 57, Deed Records of Uvalde County, Texas. (Tract 11)
31. 1/2 non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, reserved by instrument recorded in Volume 374, Page 804 of the Official Public Records of Uvalde County, Texas. (Tract 11)
32. Electric transmission and distribution line easement granted to Central Power and Light Company as recorded in Volume 96, Page 259, Deed Records of Uvalde County, Texas. (Tract 12)
33. Electric transmission and distribution line easement granted to Central Power and Light Company as recorded in Volume 71, Page 247, Deed Records of Uvalde County, Texas. (Tract 13)
34. Non-exclusive road access easements traversing subject property as recorded in Volume 287, Page 45 and Volume 266, Page 842, Deed Records of Uvalde County, Texas. (Tract 12)
35. Undivided one-half (1/2) interest in all of the oil, gas and other minerals of ever character in and under the herein described property, reserved by instrument recorded in Volume 266, Page 842, of the Deed Records of Uvalde County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (Tract 12)
36. Undivided one-half (1/2) interest in all of the oil, gas and other minerals of every character in and under the herein described property, reserved by instrument recorded in Volume 266, Page 671, of the Deed Records of Uvalde County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid interest. (Tract 13)
37. Pipeline easement granted to Texas Gas Utilities as recorded in Volume 150, Page 323, Deed Records of Uvalde County, Texas. (Tract 13)
38. Pipeline easement granted to Valero Transmission Company as recorded in Volume 242, Page 123, Deed Records of Uvalde County, Texas. (Tract 13)

39. Pipeline easement granted to The Illinois Pipe Line Company as recorded in Volume 69, Page 196, Deed Records of Uvalde County, Texas. (Tract 14)
40. Pipeline easement granted to The Illinois Pipe Line Company as recorded in Volume 69, Page 226, Deed Records of Uvalde County, Texas. (Tract 14)
41. 20' Pipeline easement granted to Texas Gas Utilities Corporation as recorded in Volume 150, Page 327, Deed Records of Uvalde County, Texas. (Tract 14)
42. 4/5ths of all oil, gas and other minerals of every character in and under the herein described property reserved by instrument recorded in Volume 218, Page 225, of the Deed Records of Uvalde County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (Tract 15)
43. 1/5th interest in all of the oil, gas and other minerals in and under the herein described property, conveyed by instrument recorded instrument recorded in Volume 298, Page 312, of the Deed Records of Uvalde County, Texas. (Tract 15)
44. 1/2 non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, reserved by instrument recorded in Volume 370, Page 309, of the Official Public Records of Uvalde County, Texas. (Tract 16)
45. Electric transmission and distribution line easement granted to Pedernales Electric Cooperative, Inc., as recorded in Volume 67, Page 476, Deed Records of Uvalde County, Texas. (Tract 16)
46. Electric transmission and distribution line easement granted to Pedernales Electric Cooperative, Inc., as recorded in Volume 67, Page 502, Deed Records of Uvalde County, Texas. (Tract 16)
47. Electric transmission and distribution line easement granted to Pedernales Electric Cooperative, Inc., as recorded in Volume 67, Page 505, Deed Records of Uvalde County, Texas. (Tract 16)
48. Electric transmission and distribution line easement granted to Pedernales Electric Cooperative, Inc., as recorded in Volume 67, Page 553, Deed Records of Uvalde County, Texas. (Tract 16)
49. Pipeline easement granted to The Illinois Pipeline Company as recorded in Volume 69, Page 191, Deed Records of Uvalde County, Texas. (Tract 16)
50. Pipeline easement granted to the Illinois Pipeline Company as recorded in Volume 69, Page 197, Deed Records of Uvalde County, Texas. (Tract 16)
51. Pipeline easement granted to The Illinois Pipeline Company as recorded in Volume 69, Page 283, Deed Records of Uvalde County, Texas. (Tract 16)
52. 20' Pipeline easement granted to Associated Oil & Gas Co. (Texas Gas Utilities Division) as recorded in Volume 156, Page 429, Deed Records of Uvalde County, Texas. (Tract 16)
53. Electric transmission and distribution line easement granted to Medina Electric Cooperative, Inc. as recorded in Volume 200, Page 894, Deed Records of Uvalde County, Texas. (Tract 16)
54. Electric transmission and distribution line easement granted to Medina Electric Cooperative, Inc. as recorded in Volume 312, Page 415, Deed Records of Uvalde County, Texas. (Tract 16)

55. Road and Utility easement granted to Texas RSA 18 Limited Partnership as recorded in Volume 3, Page 157, Lease Records of Uvalde County, Texas. (Tract 16)
56. Terms and provisions contained in that certain Memorandum of Lease Agreement dated April 8, 1991, by and between E.W. Knippa, as Lessor and Texas RSA 18 Limited Partnership, as Lessee, recorded in Volume 3, Page 157, Lease Records of Uvalde County, Texas. (Tract 16)
57. Telephone Cable Easement recorded in Volume 280, Page 609, Official Public Records of Uvalde County, Texas. (Tract 13)
58. 10-foot Southwestern Bell Telephone Easement recorded in Volume 155, Page 57, Official Public Records of Uvalde County, Texas. (Tract 13)
59. Rights of public in and to any portion of the herein described property lying within the bounds of any road, public or private.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lucille C. Hutcherson

2000 JUN 05 01:42 PM 2000002066
BJJ \$109.00
Lucille C. Hutcherson, CO CLERK
UVALDE COUNTY, TEXAS

ENVIRONMENTAL SITE ASSESSMENT PHASE 1

DECEMBER 1996

COPY



LAW

ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

REPORT OF
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LAW Project 60370-6-5704

Haby Property
Uvalde, Texas

Prepared for
Mr. John Cardwell

December, 1996



LAW

ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

December 20, 1996

Mr. John A. Cardwell
807 Brazos, Suite 1001
Austin, Texas 78701

Subject: Report of Phase I Environmental Site Assessment
Haby Property
254 Acres
Uvalde, Texas
LAW Project 60370-6-5704

Dear Mr. Cardwell:

Law Engineering and Environmental Services, Inc. (LAW) is pleased to submit this report of our Phase I Environmental Site Assessment (ESA) for the subject property. The purpose of our services was to characterize the general site and adjacent property conditions relative to environmental concerns and to identify actual and potential environmental concerns as required by the terms of the Master Consulting Agreement between Mr. John Cardwell and LAW dated June 14, 1996.

The findings and recommendations contained herein are based upon the data which was reviewed and documented in this report along with our experience on similar projects. The discovery of any additional information concerning the environmental conditions at the site should be reported to us for our review so that we can reassess potential environmental impacts and modify our recommendations, if necessary.

We appreciate the opportunity to be of service to you.

Sincerely,

LAW ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

Sarah C. Gilbert

Sarah C. Gilbert w/permission by ALS
Staff Geologist

Diana S. Rader

Diana S. Rader, P.G. w/permission by sk
Principal Geologist

Douglas L. Smith
Douglas L. Smith, P.E.
Project Manager

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APPENDICES

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Appendix B - Site Photographs

Appendix C - Correspondence

EXECUTIVE SUMMARY

Haby Property
254 Acres
Uvalde, Texas

Mr. John Cardwell engaged Law Engineering and Environmental Services, Inc. (LAW) to perform a Phase I ESA of the Haby Property, totaling 254 acres of agricultural property located west of Uvalde, Uvalde County, Texas. The Haby Property is located west of the southern intersection of Old Highway 55 and new Highway 55 and east of the Nueces River. The property is currently used to graze goats. The surrounding properties include agricultural or residential uses.

LAW has reviewed environmental regulatory lists, related historical and geological information pertinent to the site and surrounding areas, as well as information obtained during our site and area reconnaissance. The following discussion presents a summary of our findings:

- The site was used for agricultural purposes for growing row crops in the past. Currently the property is used to graze goats. Our experience with such sites indicates that such historical land use can result in residual contamination of near-surface soils by agrochemicals. However, there is no apparent or historical evidence that the site was used as a crop duster strip, or as an agrochemical mixing, storage or processing site. The presence or potential presence of such agrochemicals at "background" levels common to the area has not caused environmental regulation of agricultural lands. Since the information we obtained indicated that the potential for residual agrochemicals at the subject site is not comparatively high, we do not consider the potential for agrochemical contamination to be a significant environmental concern at this time. LAW recommends no further assessment of this issue.
- LAW observed staining on the soil surrounding the concrete pad supporting the irrigation well motor and a 55-gallon drum. The stained areas appear to be limited in extent.

- LAW observed evidence of dumping activities near the western side of the property on a steep slope of the Nueces River. The debris may have been dumped from the subject property over a fence located along the property boundary. We noted discarded furniture, construction and farm debris, tires, and yard clippings. We did not observe hazardous materials in the dump area, however, the past history of the dumping activities is not known. It did not appear that the dumping area was open for public use. Because the wastes observed appeared to be typical of a rural residence and farm and no evidence of soil contamination or surface spills was observed, we do not consider the adjacent dump site to be a source of contamination. Since we cannot confirm the exact property line in this area, we do not know how much of this debris, if any, is located on-site. The materials observed did not appear to be of environmental concern, however, the wastes should be moved to a location where they aren't likely to impact the river directly.

On the basis of our findings, the soil contamination observed near the irrigation well appears to be limited in extent. Removal of the contaminated soils is not required by specific state or federal regulations. The decision to remove the soils should be based upon future use of the property. It would be prudent to install spill prevention devices such as curbing on the well pads to prevent future oil leakage from adversely affecting the ground surface.

A dump site was observed on the west side of the property on a steep slope on the east bank of the Nueces River. Although the materials observed did not appear to be of environmental concern, we recommend that the wastes be disposed of in an appropriate landfill. Additionally, the two car batteries observed on-site should be placed in an area protected from the elements and off of the ground or properly disposed.

A further discussion of our findings, conclusions and recommendations are presented in the body of this report.

1.0 INTRODUCTION

Mr. John Cardwell engaged Law Engineering and Environmental Services, Inc. (LAW) to perform a Phase I ESA of the Haby Property, totaling 254 acres of agricultural property located west of Uvalde, Uvalde County, Texas. The Haby Property is located west of the southern intersection of Old Highway 55 and new Highway 55 and east of the Nueces River. The property is currently used to graze goats. The surrounding properties include agricultural or residential uses.

2.0 PURPOSE, SCOPE AND REPORT FORMAT

2.1 PURPOSE

The purpose of our services was to identify environmental concerns from practices and activities that have occurred on the site or adjacent sites that could potentially contaminate the site. It was not the purpose of this study to determine the actual presence, degree or extent of contamination, if any, on the site. This would require additional exploratory work, including sampling and laboratory analysis.

2.2 SCOPE OF WORK

The Phase I ESA is a general characterization of environmental concerns based on available information and site observations. Our services were conducted in accordance with Job Order #6 issued by Mr. John Cardwell and with American Society for Testing and Materials (ASTM) Designation E-1527-94, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The following services were provided for the assessment:

- A qualitative hydrogeologic evaluation of the site and vicinity using both published topographic maps and area observations to characterize the area drainage.
- A review of readily available documents, maps, aerial photographs and interviews with knowledgeable persons to evaluate past land uses.
- A review of selected, available environmental reports published by state and federal agencies to determine whether the site or nearby properties are listed as having a present or past environmental problem, are under investigation or are regulated by state or federal environmental regulatory agencies.
- A site and adjacent property reconnaissance for indications of present or past activities which have or could have contaminated the site.
- Preparation of this report containing our findings and conclusions.

An asbestos survey, lead-in-drinking-water survey, and radon survey were not requested or performed for this project, and our scope of services did not include sampling of soil or groundwater. On the basis of the findings of this assessment, it is our opinion that asbestos, lead-in-drinking-water, and radon testing services are not warranted at this site.

2.3 REPORT FORMAT

Our report format has four major assessment sections:

- Hydrogeology
- Historical Review
- Regulatory Listed Facilities
- Site and Area Reconnaissance

Recommendations based on the four sections are included in a two-part evaluation section:

- Environmental Concerns
- Conclusions and Recommendations

3.0 HYDROGEOLOGY

A consideration of surface and subsurface drainage and geology is of interest because it provides an indication of the direction that off-site contaminants, if present, could be transported to the property.

LAW reviewed the following information in regards to the hydrogeology of the site and surrounding area:

- U.S. Department of Agriculture, Natural Resource Conservation Service, *Uvalde County Soil Survey*, dated 1969;
- *Geologic Atlas of Texas, San Antonio Sheet*, Bureau of Economic Geology, dated 1983.
- U.S. Geological Survey (USGS) 7.5 minute topographic maps of the *Chalk Bluff, Texas Quadrangle*, dated 1960; and
- *Ground-water Quality of Texas: An Overview of Natural and Man-Affected Conditions*, 1989, Texas Water Commission Report 89-01.
- *Geology and Ground-water Resources of Uvalde County, Texas*, Texas Water Commission Bulletin 6212, dated 1962.

3.1 GEOLOGY

The *Geologic Atlas of Texas, San Antonio Sheet*, indicates that the Quaternary alluvial and river terrace deposits of the Nueces River are located at the surface of the Haby property. These alluvial and terrace deposits consist of gravel, limestone, and chert.

The *Uvalde County Soil Survey* indicated that the soils that underlie the subject site included Uvalde silty clay, Dev soils, Valco clay loam, Atco loam, Frio silty clay loam, and Olmos soils. The soil types are summarized in the table below.

SUMMARY OF SOILS HABY PROPERTY		
MAP SYMBOL	SOIL UNIT	DESCRIPTION
UvA	Uvalde silty clay loam, 0 to 1 percent slopes	The representative profile of this soil consists of a 16 -inch thick surface layer of dark-brown friable silty clay loam. The next layer is friable silty clay loam about 36 inches thick. It is brown and has a few films and threads of lime in the upper part, and it is very pale brown and about 30 percent weakly to strongly cemented lime concretions in the lower part. The underlying material is very pale brown friable silty clay loam that reaches to a depth of 80 inches and is about 15 percent weakly cemented concretions and soft masses of lime. Permeability is moderate, and runoff is slow.
De	Dev soils	The surface layer ranges from very gravelly loam to very gravelly clay loam. Much of these soils is covered by water during light flooding, and almost all are covered by heavy flooding. In some areas, the original soil material has been completely buried by as much as three feet of fresh gravel and cobbles almost all are covered by heavy flooding. Permeability is moderately rapid.
VaB	Valco clay loam, 0 to 3 percent slopes	In a representative profile, the surface layer is friable clay loam about 17 inches thick. It is grayish brown in the upper part. In the lower part, it is brown with a few cemented concretions of lime and limestone fragments. The underlying material reaches to a depth of 36 inches and is caliche that is strongly cemented in the upper 2 inches and weakly cemented below. Permeability is moderate.
AtA	Atco loam, 0 to 1 percent slopes	In a representative profile, the surface layer is light brownish-gray loam about 9 inches thick. The next layer is pale-brown friable loam in the upper 6 inches and very pale brown friable sandy clay loam in the lower 33 inches. The underlying material is very pale brown loam reaching to a depth of more than 72 inches. These soils are well drained and moderately permeable.
AtB	Atco loam, 1 to 3 percent slopes	The surface layer is light brownish-gray loam about 8 inches thick. The next layer is very pale brown friable clay loam about 37 inches thick. Below this is very pale brown clay loam that extends to a depth of 60 inches. These soils are well drained and moderately permeable.

SUMMARY OF SOILS HABY PROPERTY		
MAP SYMBOL	SOIL UNIT	DESCRIPTION
FoA	Frio silty clay loam, 0 to 1 percent slopes	In a representative profile, the surface layer is grayish-brown firm silty clay loam about 42 inches thick. The underlying material is pale-brown firm clay loam that reaches to a depth of 60 inches. Permeability is moderately slow.
OLB	Olmos soils, undulating	In a representative profile, the surface layer is a gravelly loam or gravelly clay loam about 13 inches thick. The underlying material is caliche that is indurated in the upper one inch and weakly cemented below. Permeability is moderate, and runoff is medium.

3.2 GROUND WATER

According to published sources, the main aquifer in the Uvalde region is the Edwards-Trinity Plateau Aquifer. Aquifer strata includes sands, sandstone, gravel, and conglomerates of the Trinity Group and cherty, clayey, cavernous limestones and dolomites of the Comanche Peak and Edwards Limestones of the Fredericksburg Group and Georgetown Formation of the Washita Group. The saturated thickness of the water-bearing units may reach a maximum of 800 feet. Recharge is primarily attributed to rainfall which infiltrates through the soil and fractures in the limestone outcrop area to reach the saturated zone. To a certain extent, ground-water flow is generally controlled by the topography. The ground-water gradient is to the southeast following the dip of the underlying strata. The ground-water flow direction may be altered in areas of high pumpage for irrigation or oil field supply.

3.3 SURFACE WATER

According to the topographic map reviewed, the site slopes gently to the west-southwest with a surface elevation ranging between 1015 to 1040 feet above the National Geodetic Vertical Datum of 1929. Generally, runoff in the area of the site is directed west-northwest to the Nueces River to the west. A surface water divide appears to bisect the subject site. The runoff from the southwestern portion of the property is directed to the Nueces River to the west. Surface runoff from the northwestern, central, and eastern portions is directed to the east-southeast to a unnamed creek or drainage feature which flows into Elm Slough and eventually west into the Nueces River.

4.0 HISTORICAL REVIEW

LAW reviewed the following available information to ascertain the historical uses of the site and immediately adjacent properties to evaluate the presence of activity of potential environmental concern:

- Aerial photograph from Texas Natural Resource Information System, dated 1959 and 1969;
- Aerial photograph from *Soil Survey of Uvalde County*, dated 1971; and
- U.S. Geological Survey (USGS) 7.5 minute topographic maps of the *Chalk Bluff, Texas Quadrangle*, dated 1960.

4.1 PAST SITE USES

On the basis of our review of aerial photographs, the site has historically been used for agricultural purposes since at least 1959. A portion of the property on the north side appeared cultivated in the aerial photographs LAW reviewed. The area of cultivation appears to have been expanded in the 1969 aerial photograph. We did not observe evidence of past site uses other than agricultural. Figure 2 is a copy of the 1969 aerial photograph showing the subject site. Photographs showing the subject property were not readily available for years prior to 1959 and later than 1971.

4.2 PAST IMMEDIATELY SURROUNDING LAND USES

The surrounding properties appeared generally undeveloped in the aerial photographs reviewed. A residence was noted on a property to the east of the subject site at the time of our site reconnaissance. This residence was also visible on the 1969 aerial photograph.

5.0 REGULATORY LISTED FACILITIES

5.1 REGULATORY DATABASE REVIEW

LAW reviewed excerpts of environmental databases maintained by state and federal agencies. The excerpts were prepared by DataSite Online Services, an environmental data search firm in Austin, Texas. DataSite revises their lists periodically; the date of the latest revision is shown in DataSite's report, which is included in Appendix A. The information LAW obtained is summarized in the following table.

TABLE I Distribution of Regulatory Database Listings				
HABY PROPERTY				
Agency Level	Database Name	On-Site	Radius from center of property	Number of sites
US EPA	NPL	0	1.65 miles	0
US EPA	RCRIS TSD Facilities	0	1.65 miles	0
US EPA	CERCLIS	0	1.65 miles	0
US EPA	RCRIS Notifiers	0	1.65 miles	0
US EPA	ERNS	0	1.15 miles	0
State	Landfills	0	1.15 miles	0
State	Petroleum Storage Tank (PST)	0	1.15 miles	0
State	Leaking Petroleum Storage Tank (LPST)	0	1.15 miles	0
State	State NLP Equivalent	0	1.65 miles	0
State	Voluntary Cleanup Program	0	1.15 miles	0

Note: An explanation of the database listings is appended to this report. It should be noted that regulatory listings are limited and include only those sites which are known to the regulatory agencies at the time of publication to be contaminated or in the process of evaluation for potential contamination.

5.2 REGULATORY DATABASE EVALUATION

No listed facilities or hazardous materials incidents were listed on the databases reviewed.

6.0 SITE AND AREA RECONNAISSANCE

An environmental professional from LAW experienced in environmental site assessments conducted a site and area reconnaissance on November 24, 1996. Figure 1 is a copy of the topographic map reviewed and shows the location of the Haby Property. Figure 2 is a copy of the 1969 aerial photograph showing the site.

6.1 SITE RECONNAISSANCE

The site reconnaissance was performed to determine whether there were visual indications of present or past activities which have or could have contaminated the site. The site reconnaissance was performed on foot and the area reconnaissance was a driving tour within 0.25 mile of the subject tracts. Color photographs of the subject tract are provided in Appendix B.

6.1.1 Property Description

The Haby Property located west of the intersection of old Highway 55 and new Highway 55, consisted mainly of grazing fields. A one-story home, storage buildings, and several goat sheds (Photograph No. 1) are located on the northeast corner of the property. A dilapidated wooden frame farmhouse was located on the west side of the property. LAW was not provided a boundary survey of the subject property. Therefore, we have assumed that the fence line observed along the western property boundary was placed along the actual boundary.

6.1.2 Underground/Aboveground Storage Tanks

We did not observe evidence of underground storage tanks (USTs) on the subject property at the time of our site visit. We observed one approximately 200-gallon capacity above-ground storage tank (AST) near the wood frame farmhouse (Photograph No. 2). A hose and nozzle were attached to the front of the tank. We assume that the tank contains gasoline or diesel fuel for farm equipment. We did not observe staining around the AST. In addition, two natural gas propane

tanks were observed in the vicinity of the wooden farmhouse. These are not considered of environmental concern to the subject site.

No registered USTs or ASTs were listed either on-site or off site within the search radius used for the regulatory database list report LAW obtained for this assessment.

6.1.3 Hazardous Materials

LAW did not observe hazardous materials on the subject property with the exception of the AST which is assumed to contain gasoline or diesel fuel and several unlabelled 55-gallon drums. One 55-gallon drum was located adjacent to the east side of the wooden farmhouse. We did not note staining or leakage from this drum at the time of our site visit. A second 55-gallon drum was located next to the irrigation well pad. We noted minor staining around the base of the drum next to the irrigation well (Photograph No. 3). We observed two car batteries on-site at the time of our visit. One battery was located on a piece of wood near the AST and the other was located on the ground in the front yard of the main residence (Photograph No. 4). The use of these batteries was not clear at the time of the site visit. We did not observe soil staining around the batteries during our site visit.

There is no apparent or historical evidence that the site was used as a crop duster strip, or as an agrochemical mixing, storage, or processing site. The presence or potential presence of such agrochemicals at "background" levels common to the area have not caused environmental regulation of agricultural lands. Since the information we obtained indicated that the potential for residual agrochemicals at the subject site is not comparatively high, and considering the current configuration and use of the site, we do not consider the potential for agrochemical contamination to be a significant environmental concern at this time. LAW recommends no further assessment of this issue.

6.1.4 Solid Waste

We observed old vehicles and farm equipment on the northwest and southwest corners of the subject site (Photograph No. 5). A small dumping area was observed near the western side of the property beyond a fence located near the boundary. The wastes included metal wire, furniture, tires, and construction debris (Photograph No. 6). The waste was dumped over the barbed wire fence and onto a steep slope of the Nueces River. The materials observed did not appear to be of environmental concern, however, the wastes should be moved to a location where they aren't likely to impact the river directly.

6.1.5 PCB Electrical Transformers

Electrical transformers are a potential source of environmental concern due to the potential presence of polychlorinated biphenyls (PCBs) in cooling oils used in some units.

During our reconnaissance, LAW observed several pole-mounted electrical transformers on the subject site. LAW made an inquiry to Rio Grande Electric Cooperative Inc. (RGEC) concerning the ownership and PCB content of the transformers that service the tracts. We have not yet received this information but will forward it to you upon receipt.

Because RGEC would be responsible for leaks or spills associated with transformers that they own, we do not consider the RGEC electric transformers that service the subject site to be potential environmental concerns.

6.1.6 Water Supply

The water used for crop irrigation is supplied by the on-site electric-powered irrigation well (Photograph No. 7). Lubricating oil is stored in 55-gallon drums at the well location and is connected to the well motor. We observed oil staining on the concrete pad and on the soil surrounding the well location. On the basis of our observations of the limited soil staining, a small amount of hydrocarbon contamination may be expected at the well site.

Several water storage tanks were noted on the subject site in the vicinity of the main residence. A second water well appeared to be located on the west side of the property near the wood frame farmhouse. It did not appear that the well had been used recently. We did not observe pumps or equipment on the well pad (Photograph No. 8)

6.1.7 Wastewater

Because the residence located on the northeast corner of the property is occupied and is located several miles from town, it is suspected that household sanitary wastes are directed to a septic system. Evidence of a septic system was not observed at the time of our site visit. Stormwater runoff generally flows west toward the Nueces River and south to a tributary of the Nueces River.

6.1.8 Wetlands

LAW did not observe areas of standing water at the time of our site visit.

6.2 AREA RECONNAISSANCE

The area reconnaissance was performed to assist in evaluating whether adjacent land uses have or could have contaminated the site. The area reconnaissance was conducted by touring the area by automobile and viewing particular properties from public rights-of-way.

The subject property are situated in a rural area and the properties surrounding the site are primarily used for agriculture.

The Nueces River forms the western boundary of the site. Beyond the river is additional agricultural property. East of the subject site are a residence, farm land, and a temporary highway construction site. We observed areas of material storage and equipment on the highway construction site. Agricultural properties are located to the north and south of the subject site.

Observations of the properties situated upgradient of the site did not reveal apparent environmental concerns to the site.

7.0 ENVIRONMENTAL CONCERNS

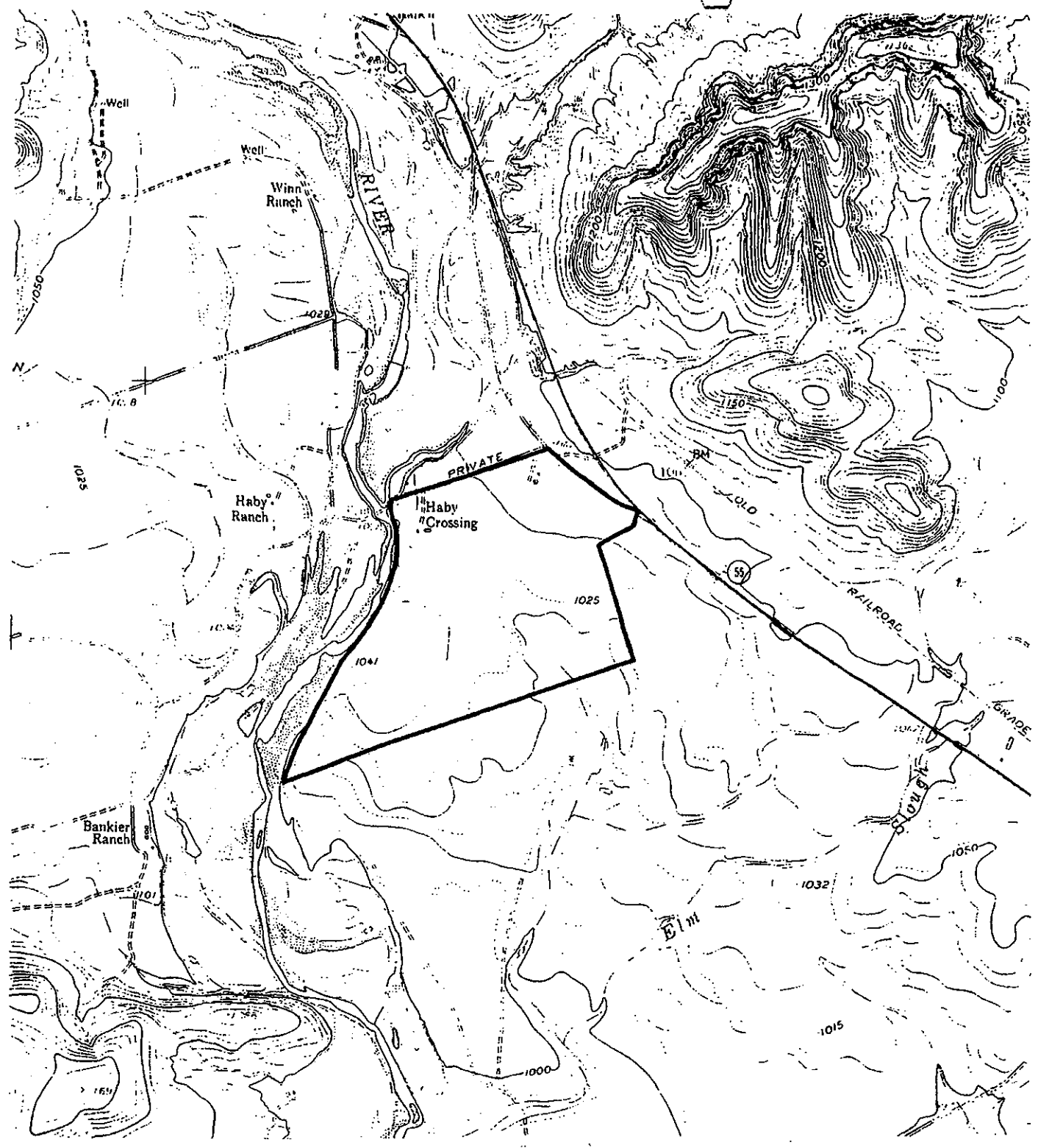
LAW did not identify areas of environmental concern to the subject site at the time of our site visit.

8.0 CONCLUSIONS AND RECOMMENDATIONS

On the basis of our findings, the soil contamination observed surrounding the irrigation well appears to be limited in extent. Removal of the contaminated soils is not required by specific state or federal regulations. The decision to remove the soils should be based upon future use of the property. It would be prudent to install spill prevention devices such as curbing on the well pads to prevent future oil leakage from adversely affecting the ground surface.

A dump site was observed on the west side of the property on a steep slope on the east bank of the Nueces River. Although the materials observed did not appear to be of environmental concern, we recommend that the wastes be disposed of in an appropriate landfill. Additionally, the two car batteries observed on-site should be placed in an area protected from the elements and off of the ground or properly disposed.

FIGURES



SOURCE: U.S.G.S. 7.5 MINUTE TOPOGRAPHIC MAP OF THE CHALK BLUFF, TEXAS QUADRANGLE, DATED 1960.
 CONTOUR INTERVAL - 10 FEET



DRAWN BY SCG	DRAWING NO. 5704.FG1
CHECKED BY MTY	SCALE 1: 24,000
APPROVED BY	DATE 12/96
	REVISION



FIGURE 1
SITE LOCATION MAP
HABY PROPERTY
UVALDE, TEXAS
 LAW Project No.
 60370-8-5704

UVALDE COUNTY, TEXAS

UVALDE COUNTY, TEXAS

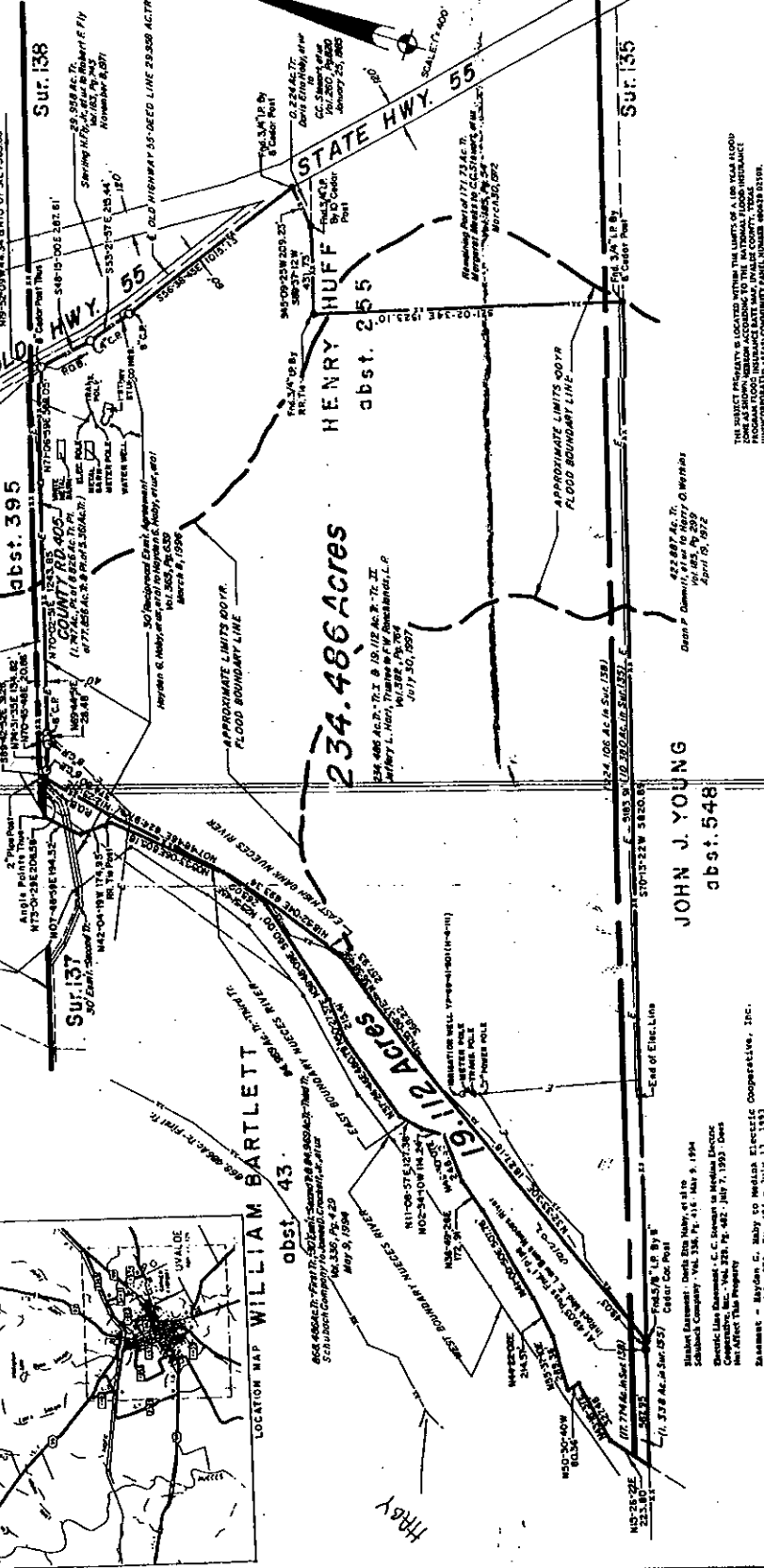
Sur. 139

Sur. 137

W. PRICE

Sur. 138

Sur. 135



**A Plat of 253.598 Acres of land
situated about 12.6 miles N56°W
of Uvalde, in Uvalde County, Texas.**

I CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION AND THAT SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THE DATE HEREIN SET FORTH.

CHARLES W. ROTHE
REGISTERED PROFESSIONAL SURVEYOR NO. 2453
10300 TEXAS, K. T. O. BOX 426
MCKINNEY, TEXAS 75069
PH: 972-426-3003
FAX: 972-426-8160
E-MAIL: craspec@honda.net
PLAT REVISED: 5/11/00
PLAT REVISED: 5/24/00



Charles W. Rothe

JOHN J. YOUNG
abs. 548

W. PRICE
abs. 395

HENRY HUFF
abs. 255

234.486 Acres

191.12 Acres

WILLIAM BARTLETT
abs. 43

PREPARED FOR SAN ANTONIO WATER SYSTEM

FILE NO. 17/85/19

A0255-0004-00 Imp
A0255-0005-00
A0255-0006-00
A0255-0013-01
A0548-0002-00
A0548-0002-02



SOURCE: TNRS, DATED 1969.



DRAWN BY
SCG

CHECKED BY
MTY

APPROVED BY

DRAWING NO.
5704.FG2

SCALE
1 INCH = 775 FEET

DATE
12/96

REVISION



FIGURE 2
1969 AERIAL PHOTOGRAPH

HABY PROPERTY
UVALDE, TEXAS

LAW Project No.
80370-6-5704

APPENDIX A
REGULATORY DATASITE REPORT

DATASITE ONLINE SERVICES

SITE REPORT

SITE : HABY PROPERTY
SITE LOCATION : 60370-6-5704
STATE : TX
LATLONG COORDINATES : 29.19.35
99.56.30
DATABASES SEARCHED : ASTM Package
See Summary of Primary Reports
MAP ORDERED : Y
USER : LINDA GISE
OPERATOR : SARAH GILBERT
LOGGED IN : 12/05/96 AT 13:42:34
PRIMARY FILE : HABY.TXT
FORMATTED FOR : LASER
SITE LITE VERSION : 2.10c

DISCLAIMER: The information contained in the SITE Reports and databases provided by DataSite is obtained directly from government sources. Although great care has been taken by DataSite to ensure that all its databases contain current and accurate information, DataSite disclaims any and all liability for any errors, inaccuracies or omissions found in these databases. DataSite will provide services to its Customers on an "as is, as available basis" without warranties of any kind. Use of the environmental information and records contained in these databases is not a substitute for a complete environmental assessment and buyer proceeds at his own risk in choosing to rely on this information, in whole or part, prior to proceeding with any transaction. DataSite shall not be held liable for any special, consequential or exemplary damages resulting, in whole or part, from buyer use of the data. DataSite's liability shall not exceed the monetary value paid for its information.

DATASITE ONLINE SERVICES
SUMMARY OF PRIMARY REPORT(S) GENERATED

Site Lat./Long.: 29.19.35
State: TX 99.56.30
No. Sites By Miles From Target

Page No.	DataBase	Date Extracted	Radius, ZIP or ID	County or City	Radius Used (miles)	Total Rptd.	No. Sites By Miles From Target			
							<0.25	0.25->0.5	0.5->1	>1.0
3	RCRA Generator/TSD	10/21/96	RADIUS		1.65 mi.	0	0	0	0	0
3			78801			13				
3	CERCLA/NPL/NFRAP	08/15/96	RADIUS		1.65 mi.	0	0	0	0	0
5			78801			3				
7	NPL National Priorities List	08/15/96		UVALDE		0				
3	ERNS Emergency Response Notif.	07/11/96	RADIUS		1.15 mi.	0	0	0	0	0
8			78801			3				
3	PST Registered Storage Tank	10/07/96	RADIUS		1.15 mi.	0	0	0	0	0
10			78801			122				
3	LST Leaking Storage Tank	09/11/96	RADIUS		1.15 mi.	0	0	0	0	0
14			78801			36				
17	Orphan report for County (No Zip)	09/11/96		UVALDE		0				
3	MWR Landfill/Solid Waste Facility	08/29/96	RADIUS		1.15 mi.	0	0	0	0	0
18				UVALDE		19				
3	HWS State Equiv. NPL	03/31/96	RADIUS		1.65 mi.	0	0	0	0	0
20				UVALDE		0				
3	VCP Voluntary Cleanup Program	10/08/96	RADIUS		1.15 mi.	0	0	0	0	0
21				UVALDE		0				

DATASITE ONLINE SERVICES
SUMMARY OF DETAIL REPORT(S) GENERATED

Page No.	DataBase	Date Extracted	Radius, ZIP or ID	County or City	Radius	
					Used (miles)	Total Rptd.
3	RCRA Generator/TSD	05/24/96			0.25 mi.	0
3	CERCLA/HPL/NFRAP	08/15/96			1.00 mi.	0
3	ERNS Emergency Response Notif.	07/11/96			0.25 mi.	0
3	PST Registered Storage Tank	10/07/96			0.50 mi.	0
3	LST Leaking Storage Tank	09/11/96			0.50 mi.	0
3	MWR Landfill/Solid Waste Facility	08/29/96			1.00 mi.	0
3	VCP Voluntary Cleanup Program	10/08/96			0.50 mi.	0

NOTE: A detail report section has been separated from the primary listing report. It has been named the primary filename + "D.TXT". For online users both reports will be included in the self-extracting EXE file.

Detail reports contain additional information from databases for specific sites found in the radius. Databases marked with a "***" on the online ordering screen indicate which databases have separate detail reports available. When a radius report is run these detail reports are generated automatically for all sites found within the maximum allowable detail radius which is listed above in the Radius Used column.

If you need to generate additional detail reports which were not automatically generated then you can generate them manually using the detail online report generator or request them by fax if you are not using the online service.

DATASITE ONLINE SERVICES
SUMMARY OF SUPPLEMENTAL REPORT(S) GENERATED

Page No.	DataBase	Date Extracted	Radius, ZIP or ID	County or City	Radius Used (miles)	Total Rptd.
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ERMS Emergency Response Notif.:

3	Orphan report for County (No Zip)	07/11/96		UVALDE		2
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NOTE: A Supplemental Report of Secondary Orphans has been separated from the primary report and has been named the primary filename + "X.TXT". For online users both reports will be included in the self-extracting EXE file.

Supplemental Reports of Secondary Orphans contain records of poor address quality. Typically these records were received from their source agency without a zip code boundary. Also, DataSite's automated address matching system has not yet matched the record's address to a zip code or latitude/longitude point. Therefore, we suggest these records be characterized as not being "Practically Reviewable" as defined by the American Society for Testing and Materials (ASTM) E1527 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", Section 7.1.4.3.

In Section 7.1.4.3 "Practically Reviewable" is defined as: Information that is practically reviewable means that the information is provided by the source in a manner and in a form that, upon examination, yields information relevant to the property without the need for extraordinary analysis of irrelevant data. The form of the information shall be such that the user can review the records for a limited geographic area. Records that cannot be feasibly retrieved by reference to the location of the property or a geographic area in which the property is located are not generally practically reviewable. Most databases of public records are practically reviewable if they can be obtained from the source agency by the county, city, zip code, or other geographic area of the facilities listed in the record system. Records that are sorted, filed, organized, or maintained by the source agency only chronologically are not generally practically reviewable. For large databases with numerous facility records (such a RCRA generators and registered USTs), the records are not practically reviewable unless they can be obtained from the source agency in the smaller geographic area of zip codes. Even when information is provided by zip code for some large databases, it is common for an unmanageable number of sites to be identified within a given zip code. In these cases, it is not necessary to review the impact of all of the sites that are likely to be listed in any given zip code because that information would not be practically reviewable. In other words, when so much data is generated that it cannot be feasibly reviewed for its impact on the property, it is not required to be reviewed.

RCRA Generator, Transporter, TSD Site Report
with Violation and Corrective Action Indicators
from the

EPA Resource Conservation and Recovery Information System (RCRIS)

***** Comments: RCRA Generator/TSD record search for Zip Code(s) 78801 *****

RCRIS Database Description: The EPA Resource Conservation and Recovery Information System (RCRIS) serves to track the status of registrations, permits, reports, inspections, enforcement activities, and financial data of those regulated under the Resource Conservation and Recovery Act (RCRA).

Key to Printout Codes:

G: Code indicating:

- 1 Handlers which generate greater than 1000 kg of hazardous waste during any calendar month; generate 1 kg or more of acutely hazardous waste; generate more than 100 kg of any residue of contaminated soil, waste or other debris resulting from the cleanup of a spill into or on any land or water, of acutely hazardous waste; or accumulate greater than 1000 kg of hazardous waste or 1 kg or more acutely hazardous waste.
- 2 Handlers which generate 100-1000 kg of hazardous waste during any calendar month; generate less than 1 kg of acutely hazardous waste; generate less than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill into or on any land or water, of acutely hazardous waste; or accumulate 100-1000 kg of hazardous waste or less than 1 kg acutely hazardous waste.
- 3 Handlers which generate less than 100 kg/month Conditionally Exempt Waste.
- 4-9 Other state regulated waste to be defined locally to correspond to individual state needs.
- M Other state regulated waste to be defined locally to correspond to individual state needs.

S: Entry indicates facility is engaged in the off-site transportation of hazardous waste by air, rail, road, and/or water.

- C Handler transports wastes for hire (i.e., commercial transport).
- S Handler transports wastes for self.
- X Handler transports wastes, but commercial status is unknown.
- M Not a transporter, verified.

T: 'T' Code indicating that an activity of the facility is the treatment, storage and/or disposal of hazardous waste.

V: 'V' indicates facility has violation investigation record.

C: 'C' indicates corrective actions are indicated for facility

RI: Radius Indicator Codes

- R1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found on radius report.
- (Blank) - Indicates location is most likely outside requested radius. Further review is suggested.
- ** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/longitude coordinate. Further review recommended.

 * RCRA Detail & RCRA Violator/Enforcement *
 * Reports are available through On-line *
 * access or by faxing a request to DataSite.*
 * Detail reports list wastes generated, *
 * notification dates, current and previous *
 * owners. Violator/Enforcement reports *
 * lists compliance and enforcement *
 * records. *

RCRA Generator, Transporter, TSD Listing Report - Zip Code(s)

Data extracted from EPA: 10/21/96

EPA ID#	FACILITY	STREET	RI	CITY	G	S	T	V	C	ZIP
TXD988047577	CECIL ADKISSON MTS	2630 E MAIN ST		UVALDE	2					78801
TXD982555401	CENTRAL PWR & LGHT UVALDE SVC CTR	512 W LEONA ST		UVALDE	2					78801
TXD074612763	GENERAL TIRE & RUBBER CO TEST TRACK	BATESVILLE RD	**	UVALDE	1					78801
TXD988070124	JIM MILLER AIRCRAFT PTNG	320 HOWARD LANGFORD DR	**	UVALDE	2					78801
TXD000783175	MAXEY ENERGY COMPANY UVALDE BULK PL	447 W MAIN ST		UVALDE	3					78801
TXD982306268	PATTON TRANSPORTATION	205 FRONT ST	**	UVALDE	2					78801
TXD981609878	ROLLINS LEASING CORP	HWY90 2MI E OF CITY	**	UVALDE	N					78801
TXR000006544	SIERRA IND INC	GARNER FIELD RD E OF AIRPORT	**	UVALDE	3					78801
TXD137598041	SONSHINE LAUNDRY AND CLEANERS	104 N 4TH ST		UVALDE	2					78801
TXT982813503	UNI FIRST/TIS	HWY 90 & TAYLOR SLOUGH	**	UVALDE	2					78801
TXD982759755	UNITED PARCEL SVC	8 LOU STROUP DR	**	UVALDE	2					78801
TXD988019550	VULCAN MATERIALS WHITE MINES	HWY 90 W & FM 1022 22M W	**	UVALDE	2					78801
TXR000008318	WAL-MART NO 782	2340 E MAIN ST		UVALDE	3					78801

CERCLA/NPL/NFRAP
Site Reports

from the

EPA CERCLIS Database

***** Comments: CERCLA/NPL/NFRAP record search for Zip Code(s) 78801 *****

EPA Contact Number - Call Regional EPA Office

CERCLIS Database Description:

The EPA Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Information System (CERCLIS) serves to track sites that have come to EPA's attention as having potential for releasing hazardous substances into the environment.

Key to Printout Codes:

TYPE

- CRALIAS - Sites which are listed as CRALIAS sites are linked to specific CERCLA and NPL sites. To determine which CERCLA or NPL site an alias is associated with you will need to run a detail CERCLA report for that ID.
 - CERCLA - Sites which are in the screening and assessment phase for possible inclusion on the NPL.
 - NFRAP - Sites which have been designated 'No Further Remedial Action Planned' (NFRAP) are sites where, following an initial investigation, no contamination was found, contamination was removed quickly without need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration.
 - NFALIAS - Sites which are listed as NFALIAS sites are linked to specific NFRAP sites. To determine which NFRAP an NFALIAS is associated with you will need to run a detail report for the id listed on the report.
 - NPL - Sites which are listed as one of the following: currently on the NPL, deleted from NPL, proposed for the NPL, or removed from NPL prior to formal deletion.
- RI: Radius Indicator Codes. Coding not shown for non-radius reports.
- C1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found on radius report. The letters denote the following site types:
 - A - NFRAP or NFALIAS
 - C - CERCLIS or CRALIAS
 - N - NPL
 - (Blank) - Indicates location is most likely outside requested radius. Further review is suggested.
 - ** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/longitude coordinate. Further review recommended.

 | Detail reports are available through online access or by faxing a |
request with the facility id# to DataSite at 512-250-9200.

CERCLA/NPL/NFRAP Listing Report - Zip Code(s)

Data extracted from EPA: 08/15/96 Report Order By: Type+Facility Name

ID	Facility Name	Street	Ri	City	Zip	Type
TX0070478318	HASKETT FLYING SERVICE	1.8 MI E OF US 90	**	UVALDE	78801	NFRAP
TX0981048549	RAYS FLYING SERVICE	1.8 MI E OF US90	**	UVALDE	78801	NFRAP
TX0982553919	SOUTHEAST UVALDE SITE	HWY 90 & TAYLOR SLOUGH	**	UVALDE	78801	NFRAP

NPL National Priorities List
Site Report

from the

EPA CERCLIS Database

***** Comments: NPL National Priorities List record search for County UVALDE

-- NO DATA FOUND *****

EPA Contact Number - Call Regional EPA Office

NPL Summary Description:

This report is automatically generated with each CERCLA report request. It is designed to provide a double check of NPL locations by providing a simple report on NPL sites within a county.

Status: Categorizes a site's NPL Status for statistical analysis and reporting purposes.

- F Currently on the final NPL
- N Not currently nor was formerly on proposed or final NPL
- O Not valid site or incident
- P Currently proposed for the final NPL
- R Removed from the proposed NPL
- A Being investigated as part of NPL contam.
- S Has SCAP plan remedial activities
- D Deleted from the final NPL

Alias: Designates site is alias site of an NPL site. The associated NPL site is listed above alias site and has same id but no alias designation.

 | Potentially Responsible Party (PRP) Reports are also available for company and |
site searches. Call 512/250-2100 for details.

ERNS Emergency Response Notification
Site Reports

from the

EPA Emergency Response Notifications System (ERNS)

***** Comments: ERNS Emergency Response Notif. record search for Zfp Code(s) 78801 *****

EPA Contact Number - (202) 260-2342

ERNS Database Description:

The EPA Emergency Response Notification System serves to store information on releases of oil and hazardous substances. Releases are recorded in ERNS when they are initially reported to the federal government by any party. ERNS combines data from the National Response Center and the EPA.

PLEASE NOTE: Some waterway and offshore spills have been excluded from the source database in an effort to eliminate non-pertinent record reviews.

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*****
*
*           ERNS Site Detail Reports Available           *
*
* To obtain a detail report on a particular ERNS spill site, you can either *
* run the detail report online or fax in a detail request to 512-250-9200. *
* Use the Case# as ID#. Detail reports include PRP address and contact, *
* materials spilled, action taken, reason for spill, agency contacted, etc. *
* Currently there is no charge for this service for online users. *
*
*****

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RI: Radius Indicator Codes (ONLY VALID FOR RADIUS SITE REPORTS!)

- E1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found on radius report.
- (Blank) - Indicates location is most likely outside requested radius. Further review is suggested.
- ** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/longitude coordinate. Further review recommended.

EPA Emergency Response Notification Listing Report - Zip Code(s)
Data extracted from EPA: 07/11/96 Report Order By: PRP Name

Site Address	PRP Name	Material Released	City	Quantity	Unit	Date	Zip	Case No.
** HACIENDA RD.	BALERO TRANSMISSION	NATURAL GAS	UVALDE	1000	NON	03\04\91	78801	91005595
512 W. LEONA ST.	CENTRAL POWER AND LIGHT CO.	ASKAREL (PCB OIL)	UVALDE	12	LBS	07\21\89	78801	89015029
** GENERAL TIRE TEST TRACK 7 MILES SOUTH OF UVALDE HWY SH117	GENERAL TIRE	UNLEADED GASOLINE	UVALDE	8000	GAL	01\19\88	78801	88000731

PST Registered Storage Tank
Site Report

from the

Texas Natural Resource Conservation Commission (TNRCC)
Petroleum Storage Tanks (PST) Database

***** Comments: PST Registered Storage Tank record search for Zip Code(s) 78801 *****

TNRCC Contact Number - (512) 239-2154

Key to Printout Codes:

UST: Indicates number of underground storage tanks located
at facility.

AST: Indicates number of aboveground storage tanks located
at facility.

RI: Radius/Point indicator for use with mapping software. Coding not shown for non-radius reports.
Corresponds with *.DBF file.

P1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference
found on radius report.

(Blank) - Indicates location is outside requested radius. Further review is suggested.

** - Indicates location may or may not be in requested radius. ite has not been assigned a
latitude/longitude coordinate. Further review recommended.

| Tank Detail reports for information such as tank #, capacity, tank material, |
| leak detection, etc. are available through On-line access, or by faxing a |
tank detail request to DataSite. The reports will be returned by fax.

PST Registered Storage Tank Listing Report - Zip Code(s)
 Data extracted from TNCC: 10/07/96 Report Order By: Street Name

I.D.	OWNER	FACILITY NAME	STREET	RI	CITY	UST	AST	ZIP
0064689	CHAPARRAL FEEDERS, INC	CHAPARRAL FEEDERS, INC	SE 9 MI ON FM 140	**	UVALDE	000	003	78801
0053334	ROONEY EARL KEAGAN	ROONEY EARL REAGAN	708 N ASHBY DR		UVALDE	000	001	78801
0059073	BREWSTER FARMS, INC	BREWSTER FARMS, INC	732 N ASHBY DR		UVALDE	000	001	78801
0025624	WESTEX INVESTMENT CORPOR	HOLT HELICOPTER	BENSON RD	**	UVALDE	002	000	78801
0052525	JIMMY CRAWFORD	JIMMY CRAWFORD	105 W BLUEBONNET	**	UVALDE	000	001	78801
0065717	SOUTHERN PACIFIC TRANSPO		BOWIE MAIN ST	**	UVALDE	001	000	78801
0051585	TANDEM PETROLEUM MARKETE	GLENN MCDONALD FARM	BRACHER	**	UVALDE	000	001	78801
0027928	SPURRIER	MITCHELL OIL CO,	BATESVILLE RD	**	UVALDE	005	000	78801
0050909	WESTEX INVESTMENT CORPOR	PICO BULK PLANT	CALERA ST	**	UVALDE	000	008	78801
0012741	CITY OF UVALDE	CITY OF UVALDE	CORNER OF S CP & E G	**	UVALDE	006	000	78801
0059009	CARNES, JR JAMES RAY	JRC FARMS	COUNTY #201 RD	**	UVALDE	000	003	78801
0061955	KNIPPA, G C	G C KNIPPA	COUNTY 341 RD	**	KNIPPA	000	002	78801
0067331	ALAMO LUMBER CO	ALAMO LUMBER CO	1110 N CAMP ST		UVALDE	000	001	78801
0055920	B.K. JOHNSON INTERESTS	OLD H. RAY WHOLESALE	501 FLORES ST		UVALDE	002	000	78801
0058831	OTTO STRUBE ESTATE	STRUBE FARM	W FM 2369	**	UVALDE	000	001	78801
0007959	SOUTHERN PACIFIC TRANSPO	SPTCO DEPOT	100 W FRONT ST		UVALDE	001	000	78801
0059307	PATTON TRANSPORTATION IN	PATTON TRANSPORTATION INC	219 E FRONT ST		UVALDE	000	001	78801
0009401	MAXEY ENERGY COMPANY	BRIARWOOD CENTER	2108 GARNER FIELD RD		UVALDE	003	000	78801
0025608	WESTEX INVESTMENT CORPOR	DYNATREN CONSTRUCTION	GARNER FIELD RD	**	UVALDE	001	000	78801
0037195	SOUTHWEST TEX JR. COLLEG	SMTJC FLEET FUELING	GARNER FIELD RD	**	UVALDE	002	000	78801
0037912	FEDERAL AVIATION ADMINIS	UVALDE TX RCAG	GARNER FLD AIRPORT	**	UVALDE	001	000	78801
0050232	CITY OF UVALDE	GARNER FIELD AIRPORT	GARNER FIELD RD FM RD	**	UVALDE	005	000	78801
0004381	LEWIS PLBG, ELEC, & AIR	LEWIS PLBG, ELEC, & AIR COND.	340 N GETTY ST		UVALDE	001	000	78801
0016469	TANDEM PETROLEUM MARKETE	PARTNERS #2	1300 N GETTY ST		UVALDE	006	000	78801
0017061	K'BERGER, INC.	KB'S #17	401 S GETTY ST		UVALDE	002	000	78801
0022494	UVALDE CONSOLIDATED I.S.	TRANSPORTATION DEPT. (BUS BAR	1000 N GETTY ST		UVALDE	001	000	78801
0023529	MAXEY ENERGY COMPANY	NORTH GETTY EXXON	1403 N GETTY ST		UVALDE	004	000	78801
0023710	COCA COLA BOTTLING CO OF	COCA-COLA BOTTLING CO	301 S GETTY ST		UVALDE	001	000	78801
0024479	4 SK L.P.	PAYLESS #075	441 S GETTY ST		UVALDE	002	000	78801
0025617	WESTEX INVESTMENT CORPOR	SPUR OIL COMPANY	201 S GETTY ST		UVALDE	004	000	78801
0034685	ALAMO LUMBER CO	ALAMO LUMBER CO.	207 S GETTY ST		UVALDE	001	000	78801
0037546	W.B. MCFATTER JR.	MCFATTER MOTORS	301 N GETTY ST		UVALDE	005	000	78801
0041471	E-Z SERVE CONVENIENCE ST	STOP N SHOP	628 S GETTY ST		UVALDE	003	000	78801
0041474	E-Z SERVE CONVENIENCE ST	STOP N SHOP	1301 N GETTY ST		UVALDE	003	000	78801
0047802	MAXEY ENERGY COMPANY	SOUTH GETTY EXXON	520 S GETTY ST		UVALDE	006	000	78801
0056482	MAXEY ENERGY COMPANY	WILLIAMSON DRILLING CO	524 S GETTY ST		UVALDE	001	000	78801
0059159	NEUTZE, PETE	PETE NEUTZE	1217 N GETTY ST		UVALDE	003	000	78801
0025627	WESTEX INVESTMENT CORPOR	PICO PETROLEUM PROD , LTD	227 S GROVE ST		UVALDE	002	000	78801
0050578	TANDEM PETROLEUM MARKETE	TANDEM PETROLEUM	427 W GARDEN ST		UVALDE	000	007	78801
0055654	BIO MEDICAL APPLICATIONS	BMA OF UVALDE, INC.	1819 GARDNER FIELD RD		UVALDE	001	000	78801
0024619	AGRO EQUIPMENT, INC.	ARGO EQUIPMENT INC	613 S GETTY ST		UVALDE	001	000	78801
0040618	BENAVIDEZ, MATIAS	FORMER SERVICE STATION	108 S GETTY ST		UVALDE	003	000	78801
0068532	SPURRIER	SPUR OIL COMPANY	300 S GETTY ST		UVALDE	005	000	78801
0012687	SOUTHEASTERN PUBLIC SERV	ABANDONED LOT	GROVE & NOPAL STS		UVALDE	001	000	78801
0060046	FRANKLIN'S AUTO SERVICE	FRANKLIN AUTO SERVICE	101 HAM LN		UVALDE	000	001	78801
0066568	COLEMAN, ROBERT O	BUCKSHORT FARM	HC 34 BOX 998	**	UVALDE	000	001	78801
0019307	SOUTHWESTERN BELL TELEPH	UVALDE COUNTY CO	201 N HIGH ST		UVALDE	001	000	78801
0038323	SAM L. SADLER, INC.	SAM L. SADLER, INC.	124 N HIGH ST		UVALDE	001	000	78801
0051583	TANDEM PETROLEUM MARKETE	JIMMY CRAWFORD FARM	HUNTER FARM	**	UVALDE	000	001	78801
0025604	WESTEX INVESTMENT CORPOR	CHAPARRAL FEEDERS	HWY 140 TO PEARSALL	**	UVALDE	001	000	78801
0028996	PIONEER OIL COMPANY	PIONEER OIL CO #320	SW HWY 82	**	UVALDE	003	000	78801
0001520	GENERAL BEVERAGE OF TEXA	GENERAL BEVERAGE OF TEXAS	N HWY 83	**	UVALDE	001	000	78801

PST Registered Storage Tank Listing Report - Zip Code(s)
 Data extracted from TNRC: 10/07/96 Report Order By: Street Name

I.D.	OWNER	FACILITY NAME	STREET	RI	CITY	UST	AST	ZIP
0025618	WESTEX INVESTMENT CORPOR	HWY 83 ICE HOUSE	S HWY 83	**	UVALDE	002	000	78801
0035986	WESTEX INVESTMENT CORPOR	TACO HOUSE	S HWY 83	**	UVALDE	002	000	78801
0050910	WESTEX INVESTMENT CORPOR	PICO BULK PLANT #2	N HWY 83	**	UVALDE	000	004	78801
0061102	WESTEX INVESTMENT CORPOR	ABLE IRRIGATION	HWY 83 S	**	UVALDE	002	000	78801
0025615	WESTEX INVESTMENT CORPOR	COUNTRY CUPBOARD	E HWY 90	**	KNIPPA	002	000	78801
0006482	WARD, J. D. & SONS, INC.	WARD, J. D. & SONS INC.	E HWY 90	**	UVALDE	002	000	78801
0011683	J D WARD & SONS INC	J D WARD & SONS INC	E HWY 90	**	UVALDE	002	000	78801
0016468	TANDEM PETROLEUM MARKET	VULCAN MATERIAL (DABNEY)	W HWY 90	**	UVALDE	001	001	78801
0022882	H. & W. BUILDERS	H. & W. BUILDERS	4139 E HIGHWAY 90		UVALDE	001	000	78801
0028899	PIONEER OIL COMPANY	PIONEER OIL CO #65	1035 W HWY 90	**	UVALDE	003	000	78801
0021246	PATTON TRANSPORTATION IN	FORMERLY (K - BAR IND.)	HWY 90 E	**	UVALDE	003	000	78801
0012507	ROBERTS, CARROL & KAREN	HUAJILLO FUEL CLUB #3	HWYS 83 N & 55 W	**	UVALDE	003	000	78801
0067500	WEBER	WEBER CONSTRUCTION	4045 E HIGHWAY 90		UVALDE	000	001	78801
0067683	US DEPT OF JUSTICE-BORDE	U S BORDER PATROL STATION #5	30 INDUSTRIAL PARK	**	UVALDE	000	001	78801
0050597	TANDEM PETROLEUM MARKET	LARRY LANGNER FARM	KNIPPA	**	KNIPPA	000	001	78801
0019315	SOUTHWESTERN BELL TELEPH	UVALDE SOL	300 W LEONA ST		UVALDE	002	000	78801
0032102	CENTRAL POWER & LIGHT CO	UVALDE SERVICE CENTER	512 W LEONA ST		UVALDE	002	000	78801
0041044	TEXAS INDUSTRIAL SERVICE	TEXAS INDUSTRIAL SERVICES, IN	1 LOU STROUP DR	**	UVALDE	001	000	78801
0054675	SOUTHWEST TEXAS ICE CO I	SOUTHWEST TEXAS ICE CO INC	2 LOU STROUP DR	**	UVALDE	001	000	78801
0038507	WILLIAMS, E. F.	E. F. WILLIAMS RANCH	LA MOCA RD	**	UVALDE	004	000	78801
0000543	REGENCY CHEV-OLDS LTD	CHAPMAN CHEV-OLDS, INC.	825 E HIGHWAY 90	**	UVALDE	001	000	78801
0002304	MEDINA ELECTRIC COOPERAT	MEDINA ELECTRIC COOPERATIVE,	2604 E HIGHWAY 90		UVALDE	001	000	78801
0006443	COOKSEY, MRS J W	CECIL ATKISSON MOTORS	713 E HIGHWAY 90	**	UVALDE	001	000	78801
0010525	WESTEX INVESTMENT CORPOR	PICO #5	905 E HIGHWAY 90	**	UVALDE	004	000	78801
0012740	CITY OF UVALDE	CITY OF UVALDE	994 W MAIN ST		UVALDE	003	000	78801
0012974	GONZALES, LONGINO	GONZALES, LONGINO	100 E HIGHWAY 90	**	UVALDE	003	000	78801
0013958	GONZALES, VICENTE III	EAST SIDE TEXACO	2011 E HIGHWAY 90		UVALDE	005	000	78801
0015810	K-HART CORP.	KMART #9250	411 E HIGHWAY 90	**	UVALDE	001	000	78801
0016466	TANDEM PETROLEUM MARKET	PARTNERS CONVENIENCE STORE	201 E HIGHWAY 90	**	UVALDE	003	000	78801
0017062	K'BERGER, INC.	KB'S #16	420 E HIGHWAY 90	**	UVALDE	003	000	78801
0022133	MULFORD, MARCIA	MARCIA MULFORD	301 E HIGHWAY 90	**	UVALDE	003	000	78801
0022317	SOUTHWEST TEXAS AQ.EQ.	SOUTHWEST TEXAS AQ.EQ.	520 N MAIN ST	**	UVALDE	001	000	78801
0023530	MAXEY ENERGY COMPANY	UVALDE EXXON	526 E HIGHWAY 90	**	UVALDE	004	000	78801
0024036	RUBY SUTHERLAND	HICK'S EXXON	2060 E HIGHWAY 90		UVALDE	004	000	78801
0025616	WESTEX INVESTMENT CORPOR	PICO # 1	747 W MAIN ST		UVALDE	003	000	78801
0025621	WESTEX INVESTMENT CORPOR	RAMOS CONOCO	335 E HIGHWAY 90	**	UVALDE	004	000	78801
0025625	WESTEX INVESTMENT CORPOR	HUAJILLO CLUB #1	301 E HIGHWAY 90	**	UVALDE	002	000	78801
0027751	UVALDE EQUIPMENT CO.	UVALDE EQUIPMENT CO.	2305 E HIGHWAY 90		UVALDE	002	000	78801
0032907	DIAMOND SHAMROCK REFININ	DIAMOND SHAMROCK #835	121 W MAIN ST		UVALDE	003	000	78801
0037284	UVALCO SUPPLY COMPANY	UVALCO SUPPLY INC	2521 E HIGHWAY 90		UVALDE	002	000	78801
0038023	MAXEY ENERGY COMPANY	CASH & GO	742 W MAIN ST		UVALDE	002	000	78801
0038035	MAXEY ENERGY COMPANY	TONY'S EXXON	201 W MAIN ST		UVALDE	004	000	78801
0038038	MAXEY ENERGY COMPANY	MAXEY ENERGY COMPANY	447 W MAIN ST		UVALDE	007	004	78801
0040463	TANDEM PETROLEUM MARKET	WEST MAIN TEXACO/PARTNERS #3	256 W MAIN ST		UVALDE	004	000	78801
0041472	E-2 SERVE CONVENIENCE ST	STOP N SHOP	444 E HIGHWAY 90	**	UVALDE	003	000	78801
0041473	E-2 SERVE CONVENIENCE ST	STOP N SHOP	800 E HIGHWAY 90	**	UVALDE	003	000	78801
0041608	CARLOS A. RAMOS	RAMOS AUTO REPAIR	413 W MAIN ST		UVALDE	003	000	78801
0049082	DIAMOND SHAMROCK REFININ	DIAMOND SHAMROCK #1008	2250 E HIGHWAY 90		UVALDE	003	000	78801
0058612	TEXAS DEPT OF PUBLIC SAF	TEXAS DEPT OF PUBLIC SAFETY	2901 E HIGHWAY 90		UVALDE	001	000	78801
0058626	FUNKHOUSER, INC	DOMINO'S PIZZA	243 W MAIN ST		UVALDE	004	000	78801
0068819	WESTEX INVESTMENT CORPOR	PICO #5	950 E MAIN ST		UVALDE	004	000	78801
0022143	BOHLEN, ALAN	BOTTLE AND BAG	1718 MILAM ST		UVALDE	002	000	78801

PST Registered Storage Tank Listing Report - Zip Code(s)
 Data extracted from TNRCC: 10/07/96 Report Order By: Street Name

I.D.	OWNER	FACILITY NAME	STREET	RI	CITY	UST	AST	ZIP
0025619	WESTEX INVESTMENT CORPOR	KAY'S GROCERY	1705 MILAM ST		UVALDE	002	000	78801
0065042	ROBERTS, CARROL & KAREN	COUNTY JUNCTION	2204 MILAM ST		UVALDE	004	000	78801
0058731	DIRKSEN, HERB	DIRKSEN FARM	503 MINTER ST		UVALDE	000	003	78801
0011601	BEVCEC, INC.	FAST STOP TEXACO	204 E HIGHWAY 90	**	UVALDE	005	000	78801
0014495	JONES & MCFATTON, W B &	UVALDE BEVERAGE BARN	2057 E HIGHWAY 90		UVALDE	003	000	78801
0068690	H E Butt Grocery Co.	HEB	227 E MAIN ST		UVALDE	001	000	78801
0016366	TANDEM PETROLEUM MARKET	TANDEM PETROLEUM MARKETERS, I	431 W NOPAL ST		UVALDE	001	003	78801
0054228	TEXAS FARM STORE INC	TEXAS FARM STORE, INC	236 E NOPAL ST		UVALDE	002	000	78801
0049511	UVALDE COUNTY ROAD DEPAR	UVALDE COUNTY ROAD DEPARTMENT	314 E OAK ST		UVALDE	002	004	78801
0057533	SOUTHWESTERN MOTOR TRANS	SOUTHWESTERN MOTOR TRANSPORT	315 E OAK ST		UVALDE	001	000	78801
0037272	MUMME'S INC	MUMME'S INC	319 W PACIFIC ST		UVALDE	001	000	78801
0038037	MAXEY ENERGY COMPANY	SILVER VALLEY	REAGAN WLS ROUTE	**	UVALDE	002	000	78801
0002507	PAINTER BUS LINES, INC.	PAINTER BUS LINES, INC.	115 SOUTH ST	**	UVALDE	003	000	78801
0043224	TX DEPT OF TRANSPORTATIO	TXDOT MAINT FACILITY	US 90	**	SABINAL	003	000	78801
0008798	CIRCLE K STORES, INC	FORMER BILLUPS STA (LOC#8020)	721 UVALDE	**	UVALDE	003	000	78801
0063888	R L WHITE CO	AZROCK ASPHALT MIXING PLANT	UVALDE	**	UVALDE	001	000	78801
0020268	UVALDE FLIGHT CENTER ,IN	UVALDE FLIGHT CENTER ,INC.	UVALDE MUNI AIRPORT	**	UVALDE	004	000	78801
0021016	HAILE & HAILE, INC.	HAILE & HAILE INC	UVALDE IND PARK	**	UVALDE	003	000	78801

LST Leaking Storage Tank
Site Report

from the

Texas Natural Resource Conservation Commission (TNRCC)
Leaking Tank Sites Database

***** Comments: LST Leaking Storage Tank record search for Zip Code(s) 78801 *****

TNRCC Contact Number - (512) 239-2226

Key to Printout Codes:

Status: Code indicates status of remediation process.

Priority: Code indicates type and severity of impact.

- 1A Incident reported, initial directives not yet issued
- 1B Initial directives issued awaiting initial response
- 1C Initial response overdue
- 1D Initial response received, referred to state lead
- 2A Phase 2 in progress
- 2B Phase 2 report received, review pending
- 2C Phase 2 report received with RAP, review pending
- 2D Phase 2 report inadequate and returned
- 2E Phase 2 report received, referred to state lead
- 2F Phase 2 report overdue
- 3A Phase 3 in progress
- 3B Phase 3 in progress & quarterly monitoring in progress
- 3C Phase 3 report received, add'l assess.
- 3D Phase 3 report received, review pending
- 3E Phase 3 report inadequate and returned
- 3F Phase 3 report received, referred to state lead
- 3G Phase 3 report overdue
- 3H Quarterly monitoring report overdue
- 3I Remedial action plan (RAP) approved
- 3J RAP rec'd, review pending
- 3K RAP overdue
- 4A Remedial action in progress
- 4B Quarterly monitoring report overdue
- 4C Quarterly monitoring report received, review pending
- 5A Site closure application submitted, review pending
- 5B Remedial action complete, final monitoring in progress
- 5C Final monitoring quarterly report overdue
- 5D Final monitoring quart report received, review pending
- 5E Final monitoring schedule completed, review pending
- 6A Final concurrence issued, case closed
- 6B Referred to TNRCC H&SW division
- 6C Referred to another regulatory agency

- 1.1 Current vapor impact to building or residence
- 1.2 Active public water supply well/line/SW intake impact
- 1.3 Sole-Source domestic water supply well/line/SW intake impact
- 1.4 Explosive vapors in subsurface utility - no bldg/res impact
- 1.5 FP on/in: ground surface/SW/utility (not water supply line)
- 1.6 Edwards Aquifer, recharger zone or transition zone impact
- 1A Impact/threat to human health and/or safety
- 1B Drinking water aquifer impacted or threatened
- 1C Major impact to surface water supply
- 1D Group 1 groundwater, plume has/likely to migrate
- 1E Group 2 groundwater, plume off-site, w/in .5mi rad.
- 1F Group 3 groundwater, plume off-site, w/in .5mi rad.
- 2.1 Contaminated soil exposed & unsecured, receptor w/in 500'
- 2.2 Soil contam >= 1000 ppm BTEX, potential vapor pathway to bldg
- 2.3 Dom H2O supply well/line/SW intake impact addl H2O available
- 2.4 Non-public/non-domestic water supply well impact
- 2.5 GW impact, public/domestic water supply well w/in .25 mi
- 2.6 Impacted GW discharges to SW used by human, endgr spec < 500'
- 2.7 Pub/Dom Well w/in impacted area, source GW not impacted
- 2A Groundwater other than 1B, site charact. incomplete
- 2B Surface water impact threatens public health, etc.
- 2C Group 1 groundwater, off-site migration unlikely
- 2D Group 2 groundwater, plume off-site, no wells in .5mi. radius
- 2E Group 3 groundwater, off-site migration likely
- 2F Group 3 groundwater, off-site migration unlikely
- 2G Group 2 groundwater, off-site migration unlikely
- 3 Group 3 groundwater, no wells w/in .5mi radius
- 3.1 GW impact, Pub/Dom water supply well w/in .25-.5 mi
- 3.2 Impacted GW w/in 500'-.25 mi to SW used by human, endgr spec
- 3.3 GW impact, non-public/non-domestic H2O supply well w/in .25 mi
- 3.4 Non-public/Dom well w/in impacted area, source GW not impacted
- 3.5 A designated major or minor aquifer is impacted
- 4.0 No apparent threats or impacts to receptors
- 4.1 GW impacted, no apparent threats or impacts to receptors
- 4.2 No GW impact, no apparent threats or impacts to receptors
- 4A Soil Contamination only, requires full site assess
- 4B Minor surface water impact
- 4C Minor release to ground surface
- 5 Minor soil contamination - does not require a rap
- 6 Minor soil contamination - no remedial action required

RI: Radius Indicator Codes

- L1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found found on radius report.
- (Blank) - Indicates location is outside requested radius. further review is suggested.
- ** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/ longitude coordinate. Further review recommended.

LST Leaking Storage Tank Listing Report - Zip Code(s)
 Data extracted from TNRC: 09/11/96 Report Order By : Street Name

LST ID	Facility/PRP Name	Street/Facility Location	RI Fac ID	City Phone	Zip	CTY	PR	ST
							Date	
099181	TXDOT - UVALDE/TXDOT	BLEWETT STARR RT/BLEWETT STARR RT	**	UVALDE	78801 232 6	6A		
			0043223	(512) 463-0258	5/21/1991			
094432	CITY OF UVALDE/CITY OF UVALDE	S CAMP/S CAMP	**	UVALDE	78801 232 4A	6A		
			0012741	(512) 278-3315	12/20/1989			
104930	ALAMO CEMENT SITE #11/ALAMO COM	1110 N CAMP ST/1110 NORTH CAMP STREET		UVALDE	78801 232 5	6A		
				(512) 590-9300	6/02/1992			
099718	H RAY WHOLESALE/B K JOHNSON INT	501 FLORES ST/FLORES ST		UVALDE	78801 232 5	6A		
			0055920	(512) 278-4314	7/29/1991			
095776	CITY OF UVALDE	GARNER AIRPORT/GARBER AIRPORT	**	UVALDE	78801 232 4A	1A		
				(210) 278-8331	4/03/1990			
098384	GARNER FIELD AIRPORT/CITY OF UV	GARNER FIELD RD/GARNER FIELD RD (FN 1023)	**	UVALDE	78801 232 4A	6A		
			0050232	(512) 278-3315	4/05/1990			
098935	SOUTHWEST TEX JR. COLLEGE/SOUTH	GARNER FIELD RD/GARNER FIELD RD	**	UVALDE	78801 232 4A	6A		
			0037195	(512) 278-4401	3/03/1991			
099626	SOUTHWEST TEXAS JR COLLEGE/SOUT	GARNER FIELD RD/GARNER FIELD RD	**	UVALDE	78801 232 5	6A		
			0037195	(512) 278-4401	7/15/1991			
105251	MNA UVALDE INC/NATIONAL MEDICAL	1001 GARNER FIELD RD/1001 GARNER FIELD		UVALDE	78801 232 6	6A		
			0055654	(210) 349-9862	10/15/1992			
094146	COCA-COLA BOTTLING CO/COCA COLA	301 S GETTY ST/301 S GETTY		UVALDE	78801 232 2.5	3D		
			0023710	(404) 852-7058	11/20/1989			
097815	SOUTH GETTY 66/WESTEX INVESTMEN	300 S GETTY ST/S GETTY		UVALDE	78801 232 4A	6A		
			0025617	(512) 278-5681	12/10/1990			
099824	NORTH GETTY FINA/MOORE OIL CO	1300 N GETTY ST/N GETTY		UVALDE	78801 232 5	1C		
			0016469	(512) 278-1119	8/05/1991			
101243	WILLIAMSON DRILLING COMPANY/MAX	524 S GETTY ST/S GETTY		UVALDE	78801 232 5	6A		
			0056482	(210) 257-6944	8/28/1991			
104925	MCFATTER MOTORS/PETE KNOWLES	301 N GETTY ST/301 NORTH GETTY		UVALDE	78801 232 6	6A		
			0037546	(512) 278-6606	9/10/1992			
111384	MATHIAS BENAVIDEZ/MATHIAS BENAVIDEZ	108 S GETTY ST/108 S GETTY		UVALDE	78801 232 4.2	1A		
			0040618	() -	7/15/1996			
092847	UVALDE TEST TRACK/GEN. TIRE/GEN	HC 34/BOX 1030 HCR34	**	UVALDE	78801 232 4A	6A		
			0004202	(512) 278-1151	4/10/1989			
105327	SOUTHWESTERN BELL TELEPHONE - U	201 N HIGH ST/201 NORTH HIGH		UVALDE	78801 232 6	6A		
			0019307	(210) 841-0804	10/11/1992			
101040	ABLE IRRIGATION/PICO PETROLEUM	S HWY 83/HWY 83 S	**	UVALDE	78801 232 5	6A		
				(512) 278-5681	11/22/1991			
099631	WINTER GARDEN CHEMICALS INC/WIN	E HWY 90/E HWY 90	**	UVALDE	78801 232 6	6A		
			0034608	(512) 278-2060	7/18/1991			
094123	SOUTHWESTERN BELL TELEPHONE CO/	300 LEONA/300 LEONA	**	UVALDE	78801 232 4A	6A		
			0019315	(713) 521-7248	11/03/1989			
103180	UVALDE SERVICE CENTER/CENTRAL P	512 W LEONA ST/512 WEST LEONA		UVALDE	78801 232 5	1B		
			32102	() -	5/15/1992			
094985	UVALDE EQUIPMENT CO/UVALDE EQUI	2501 E HIGHWAY 90/E MAIN ST		UVALDE	78801 232 4A	6A		
			0027751	(512) 278-5628	2/06/1990			
098118	CITY OF UVALDE/CITY OF UVALDE	944 W MAIN ST/W MAIN		UVALDE	78801 232 4A	6A		
			0012740	(512) 278-3315	12/17/1990			
099990	DOMINO'S PIZZA/FUNKHOUSER INC	243 W MAIN ST/W MAIN		UVALDE	78801 232 6	6A		
				(512) 654-9183	8/26/1991			
101122	KMART STORE #9250/KMART CORP	411 E HIGHWAY 90/E MAIN ST		UVALDE	78801 232 6	6A		
			0015810	(817) 354-3700	5/09/1991			

LST Leaking Storage Tank Listing Report - Zip Code(s)
 Data extracted from TNRCC: 09/11/96 Report Order By : Street Name

LST ID	Facility/PRP Name	Street/Facility Location	RI	City	Zip	CTY	PR	ST
			Fac ID	Phone	Date			
101728	CHAPMAN CHEV-OLDS/REGENCY CHEV-	825 E HIGHWAY 90/825 EAST MAIN STREET		UVALDE	78801 232 5	18		
			0000543	()	1/31/1992			
102433	RAMOS CONOCO/WESTERN INVESTMENT	335 E MAIN/335 EAST MAIN		UVALDE	78801 232 5	6A		
			25621	(512) 278-5681	3/22/1992			
109508	PARTNERS SERVICE STATION/MOORE	201 E HIGHWAY 90/201 E MAIN		UVALDE	78801 232 3.1	18		
			0016466	(210) 278-3011	3/24/1995			
110108	UVALCO SUPPLY, INC./UVALCO SUPP	2521 E HIGHWAY 90/2521 E MAIN		UVALDE	78801 232 4.2	18		
			0037284	(210) 278-7125	4/17/1995			
111356	CITY UVALDE SERVICE CENTER/CITY	994 W MAIN ST/994 W MAIN		UVALDE	78801 232 4.2	1A		
			0012740	(210) 278-8331	6/21/1996			
101073	KAYS GROCERY/WESTEX INVESTMENT	1705 MILAM ST/N MILAM		UVALDE	78801 232 5	6A		
			0025619	(512) 278-5681	11/22/1991			
110734	TANDEM PETROLEUM MARKETERS INC/	431 W NOPAL ST/431 W NOPAL		UVALDE	78801 232 4.2	1A		
			0016366	(210) 278-3011				
098297	SOUTHWEST MOTOR TRANSPORT/SOUT	315 E OAK ST/EAST OAK ST		UVALDE	78801 232 4A	6A		
				(512) 661-6791	3/13/1991			
094483	SOUTHERN PACIFIC TRANS CO	319 W PACIFIC ST/319 W PACIFIC		UVALDE	78801 232 4A	6A		
				(214) 770-4314	11/29/1989			
101120	FAITH RANCH/MAXEY ENERGY CO	REAGEN WELLS RD/REAGEN WELLS RD	**	UVALDE	78801 232 6	6A		
			0038037	(210) 257-6944	10/14/1991			
101966	PAINTER BUS LINES/WESTEX INVEST	115 E SOUTH ST/115 EAST SOUTH STREET		UVALDE	78801 232 6	6A		
			0044052	(512) 278-5681	1/31/1992			

LST Leaking Storage Tank
Site Report

from the

Texas Natural Resource Conservation Commission (TNRCC)
Leaking Tank Sites Database

***** Comments: LST Leaking Storage Tank record search for County (No Zip) UVALDE

-- NO DATA FOUND *****

TNRCC Contact Number - (512) 239-2226

Key to Printout Codes:

Status: Code indicates status of remediation process.

Priority: Code indicates type and severity of impact.

1A Incident reported, initial directives not yet issued
1B Initial directives issued awaiting initial response
1C Initial response overdue
1D Initial response received, referred to state lead
2A Phase 2 in progress
2B Phase 2 report received, review pending
2C Phase 2 report received with RAP, review pending
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3A Phase 3 in progress
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3C Phase 3 report received, add'l assess.
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5A Site closure application submitted, review pending
5B Remedial action complete, final monitoring in progress
5C Final monitoring quarterly report overdue
5D Final monitoring quart report received, review pending
5E Final monitoring schedule completed, review pending
6A Final concurrence issued, case closed
6B Referred to TNRCC H&SW division
6C Referred to another regulatory agency

1.1 Current vapor impact to building or residence
1.2 Active public water supply well/line/SW intake impact
1.3 Sole-Source domestic water supply well/line/SW intake impact
1.4 Explosive vapors in subsurface utility - no bldg/res impact
1.5 FP on/in: ground surface/SW/utility (not water supply line)
1.6 Edwards Aquifer, recharger zone or transition zone impact
1A Impact/threat to human health and/or safety
1B Drinking water aquifer impacted or threatened
1C Major impact to surface water supply
1D Group 1 groundwater, plume has/likely to migrate
1E Group 2 groundwater, plume off-site, w/in .5mi rad.
1F Group 3 groundwater, plume off-site, w/in .5mi rad.
2.1 Contaminated soil exposed & unsecured, receptor w/in 500'
2.2 Soil contam >= 1000 ppm BTEX, potential vapor pathway to bldg
2.3 Dom H2O supply well/line/SW intake impact addl H2O available
2.4 Non-public/non-domestic water supply well impact
2.5 GW impact, public/domestic water supply well w/in .25 mi
2.6 Impacted GW discharges to SW used by human, endgr spec < 500'
2.7 Pub/Dom Well w/in impacted area, source GW not impacted
2A Groundwater other than 1B, site charact. incomplete
2B Surface water impact threatens public health, etc.
2C Group 1 groundwater, off-site migration unlikely
2D Group 2 groundwater, plume off-site, no wells in .5mi. radius
2E Group 3 groundwater, off-site migration likely
2F Group 3 groundwater, off-site migration unlikely
2G Group 2 groundwater, off-site migration unlikely
3 Group 3 groundwater, no wells w/in .5mi radius
3.1 GW impact, Pub/Dom water supply well w/in .25-.5 mi
3.2 Impacted GW w/in 500'-.25 mi to SW used by human, endgr spec
3.3 GW impact, non-public/non-domestic H2O supply well w/in .25 mi
3.4 Non-public/Dom well w/in impacted area, source GW not impacted
3.5 A designated major or minor aquifer is impacted
4.0 No apparent threats or impacts to receptors
4.1 GW impacted, no apparent threats or impacts to receptors
4.2 No GW impact, no apparent threats or impacts to receptors
4A Soil Contamination only, requires full site assess
4B Minor surface water impact
4C Minor release to ground surface
5 Minor soil contamination - does not require a rap
6 Minor soil contamination - no remedial action required

RI: Radius Indicator Codes

L1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found found on radius report.

(Blank) - Indicates location is outside requested radius. further review is suggested.

** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/ longitude coordinate. Further review recommended.

MWR Landfill/Solid Waste Facility
 Site Report
 from the

Texas Natural Resource Conservation Commission (TNRCC)
 Municipal Solid Waste Facilities Database

***** Comments: MWR Landfill/Solid Waste Facility record search for County UVALDE *****

Database Description: The TNRCC Municipal Solid Waste Registration and Permit Database serves to track permits and registrations for landfills and transfer stations. Archived sites for illegal dumps, closed landfills and sludge disposal sites have been added to the database by DataSite.

** Municipal Solid Waste details available online or by FAX from DataSite **

Key to Printout Codes:

P/S: Permit Status

- A Part A of application received
- B Part B of application and other requested info. rec'd
- C Technically complete, ready for processing
- CT Site closed to waste, still working on final cover
- D Application denied
- E Under agency evaluation
- F Further information requested
- FK Grandfathered Site Closed to Acceptance of Waste
- H Hearing scheduled
- I Permit issued
- IQ Permitted Site Closed to Acceptance of Waste
- J Permit combined in another permit
- K Closed site, no permit issued
- Q Closed site, permit issued
- PC Site under post closure care, final cover complete
- R Registered sludge management site
- T Active Transporter Registration
- TR Transporter Registration Renewed
- U Cancelled Transporter Registration
- W Application withdrawn
- X Permit voluntarily canceled prior to operating
- Y Registration cancelled
- Z Permit/Registration revoked

Typ: Site Types (Cont'd)

- SRF Resource recovery/refuse-derived fuel facility without energy recovery capability
- SRR Resource recovery/recycling facility
- SSG Shredder/grinder facility
- STB Trench burner facility
- STS Transfer station facility
- SWB Solid waste baling facility
- SWI Solid waste incineration facility w/o energy recov
- SWS Radioactive waste storage and/or transfer facility
- 6 Experimental facility
- 7 Sludge land disposal facility
- 77 Tire transporter
- 7R Sludge disposal registration beneficial use
- 8I Illegal tire site
- 8L Recycling Collection Area at MSWLF
- 8P Waste tire processing facility
- 8R Waste tire storage facility
- 8S Waste tire monofill
- BWT Waste tire generator facility
- 9GG Methane gas recovery from inactive landfill or portion of landfill
- 9GR Methane gas recovery from inactive landfill or por of landfill
- 9ME Material extraction for energy recovery from inact landfill or portion of landfill
- 9MR Material recovery for recycling from inactive land or portion of landfill
- 99 Medical waste hauler
- X Unauthorized solid waste disposal facility

Typ: Site Types

- 1 Sanitary landfill, daily cover required (population equivalent served exceeds 5000 people)
- 2 Sanitary landfill, weekly cover required (population equivalent served is from 1500 to 5000 people)
- 3 Sanitary landfill, monthly cover required (population equivalent served is less than 1500 people)
- 4 Sanitary landfill for brush and/or construction-demolition material, monthly cover required
- 4AE Arid exempt
- 4GG/5GG Grease and grit trap waste processing facility
- 5 Miscellaneous solid waste processing facility
- 5RC Resource recovery/composting facility
- 5RE Resource recovery/waste-to-energy facility (including refuse-derived fuel facility w/energy recovery)

S/S: Site Status or Permit Status (See codes top left)

- GF Grandfather site
- NL New license
- OK Previously approved site
- OL Closed site. Compiled from archive at TNRCC.
- PS Proposed site
- RL Renewal license
- TB Renewal license
- XX Unauthorized/Non-permitted site
- XS Illegal sludge disposal site

RI: Radius Indicator Codes. Coding not shown for non-radius reports.

M1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found on radius report.

(Blank) - Indicates location is outside requested radius. Further review is suggested.

** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/longitude

MWR Landfill/Solid Waste Facility Listing Report - County
 Data extracted from TNRCC: 08/29/96 Report Order By: City+Zip+Typ+Name

ID	Applicant/Fac.Name	RI	Site Location	Near City	Zip	Typ	P/S	S/S	ACR
00L694	KNIPPA	**				OL		OL	0
00L691	SABINAL	**	1 MI N OF HWY 187/HWY 90 INTX, W OF 187			OL		OL	0
00L692	UVALDE	**	APPROX 4 MI SW OF HWY 90/HWY 83 INTX, W OF FM 481 & E OF N			OL		OL	0
032013	FRIO CIELO RANCH ASSO	**	11.4MI W OF INT US83&RR1051 ON RR1051 PAST 5TH CAT GRO W O			X		XX	0
032245	GARCIA,LAUREANDO	**	LOT 161 UVALDE ESTATES SE INT OF WHITETAIL DR & WESTWARD T			X		XX	0
030986	HENDERSON,HERB	**	0.2MI S OF US90 EAST NEXT TO HONEY GROVE COURTS			X		XX	0
032243	PENNY,JOHN	**	0.85MI S OF INT SH 140 & SH 117 & APPROX 1800FT E OF SH 11			X		XX	0
032244	RAMIREZ,JESUS	**	LOT 162 UVALDE ESTATES SE INT OF WHITETAIL DR & WESTWARD T			X		XX	0
032386	SCHAEFER,JR.,AUSTIN E	**	ONE LOT N OF 1023 RONDO ST,SABINAL,ONE LOT S OF 110 LINDBE			X		XX	0
030050	UVALDE COUNTY/UTOPIA	**	0.6 MILE W OF FM-187 ON FM-1050			X		XX	0
000908	TX PARKS & WILDLIFE D		0.25 MILE E OF US-83, 1.0 MILE S OF PARK RD-29 IN GARNER S CONCAN			2	K	GF	20
001239	TX PARKS & WILDLIFE D		SE CORNER OF GARNER ST PARK, .5M S FMH 1050, E OF CO.RD.	GARNER STATE		3	PC	PS	6
000630	SABINAL, CITY OF		1.5M SE OF LANDING STRIP LOCATED ON HWY 127.	SABINAL		3	GC	GF	35
040034	CITY OF SABINAL	**	APPOX. 7,900 FT NW OF US HWY 90 AND FM 187 INTERSECTION	SABINAL		5TS	I	PS	0
001659	UVALDE COUNTY/UTOPIA		0.6 MILE W OF FM-187 ON FM-1050	UTOPIA		3	PC	GF	10
000877	UVALDE, CITY OF		3700'W OF FM 117 & FM 140 INTERSECTION	UVALDE		1	K	GF	40
001725	UVALDE, CITY OF		ADJ TO FM481 AT PT APPROX 3.8 MI SW OF INT OF HWY90 & FM48	UVALDE		1	I	PS	58
001203	UVALDE, CITY OF		ON FM 1023, ON GARNER FIELD MNCPL AIRPORT, 1.75M E OF UVA	UVALDE		4	K	GF	6
010361	SMYTH, MARSHA	**	2 MI NW OF FM481 & MISSOURI PACIFIC RAILROAD	UVALDE		7R		R	***

HWS State Equiv. NPL
Site Report

from the

Texas State Superfund Listings

***** Comments: HWS State Equiv. NPL record search for County UVALDE

-- NO DATA FOUND *****

AGENCY Contact Number - (512) 239-2463

Database Description:

The TEXAS STATE SUPERFUND database serves to track sites that have identified as being abandoned hazardous waste sites and have been prioritized for the Texas Superfund Cleanup list and the Federal Superfund National Priorities list.

Key to printout codes:

- RI: Radius/Point indicator for use with mapping software. Coding not shown for non-radius reports. Corresponds with *.DBF file.
- H1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found on radius report.
- (Blank) - Indicates location is outside requested radius. Further review is suggested.
- ** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/longitude coordinate. Further review recommended.

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*****
*
*   Site details are available by faxing a
*   request to DataSite at (512) 250-9200.
*
*****

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VCP Voluntary Cleanup Program
Site Report

from the

Texas Natural Resource Conservation Commission

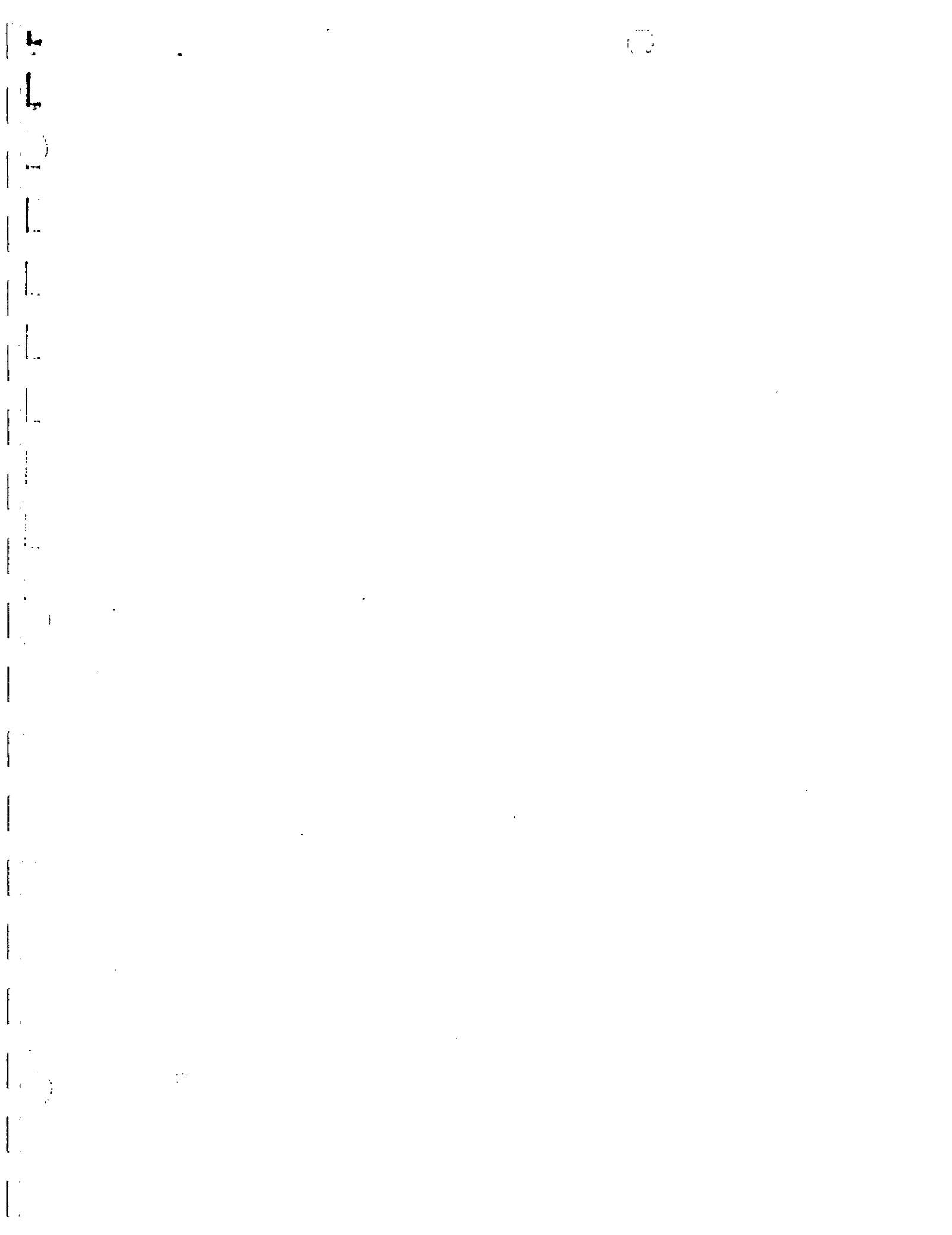
***** Comments: VCP Voluntary Cleanup Program record search for County UVALDE

-- NO DATA FOUND *****

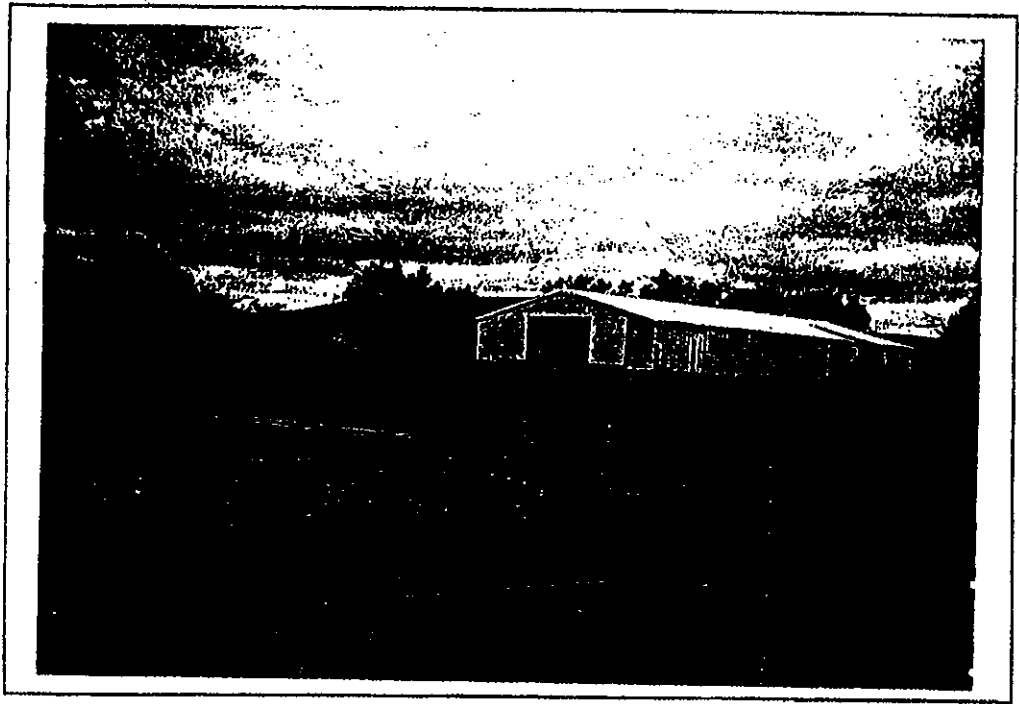
Contact Number - (512) 239-2498

Key to Printout Codes:

- RI: Radius/Point indicator for use with mapping software. Coding not shown for non-radius reports.
- B1(ex.) - Letter/Numeric combination indicates record in requested radius. Corresponding reference found on radius report.
- (Blank) - Indicates location is outside requested radius. Further review is suggested.
- ** - Indicates location may or may not be in requested radius. It has not been assigned a latitude/longitude coordinate. Further review recommended.



APPENDIX B
SITE PHOTOGRAPHS



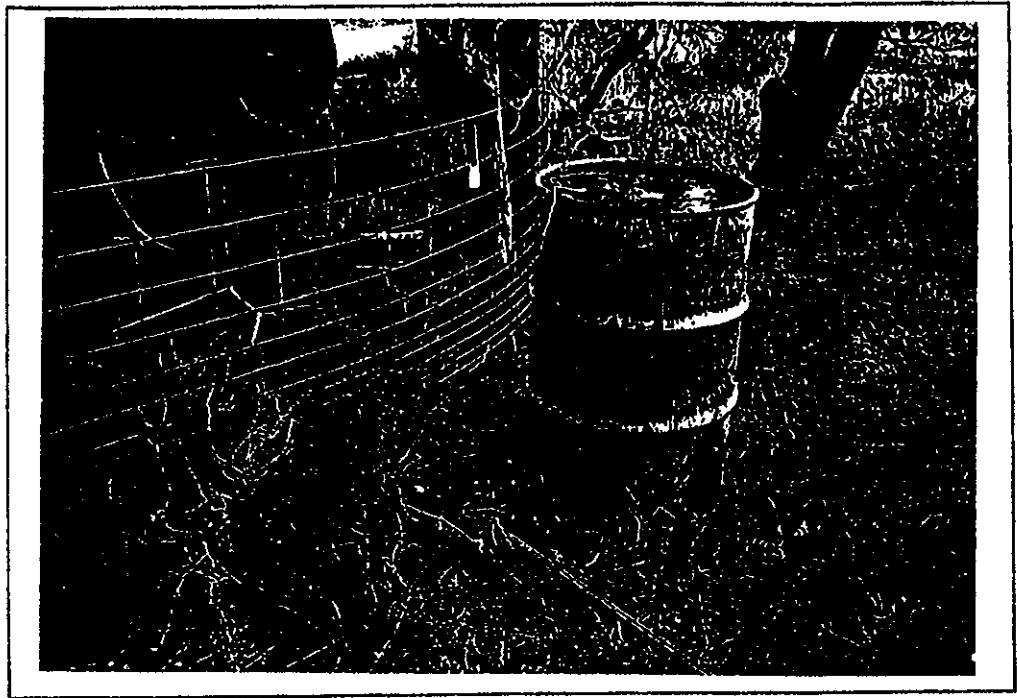
Photograph No. 1

A single-story residence, storage buildings, and several goat sheds were noted on the northeast corner of the subject property.



Photograph No. 2

This 200 gallon capacity AST was noted near a dilapidated farmhouse on the northwest corner of the site. We suspect the AST contains gasoline or diesel for farm equipment. We did not observe staining around the AST.



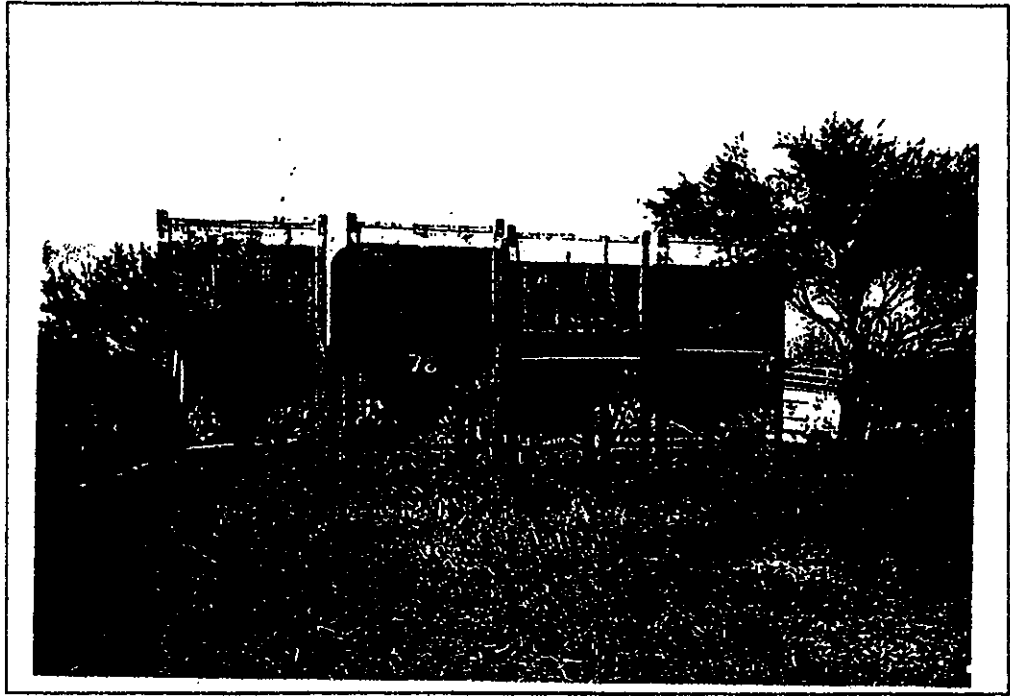
Photograph No. 3

We observed this unlabeled drum adjacent to the irrigation well. Note the stained soils around the base of the drum.



Photograph No. 4

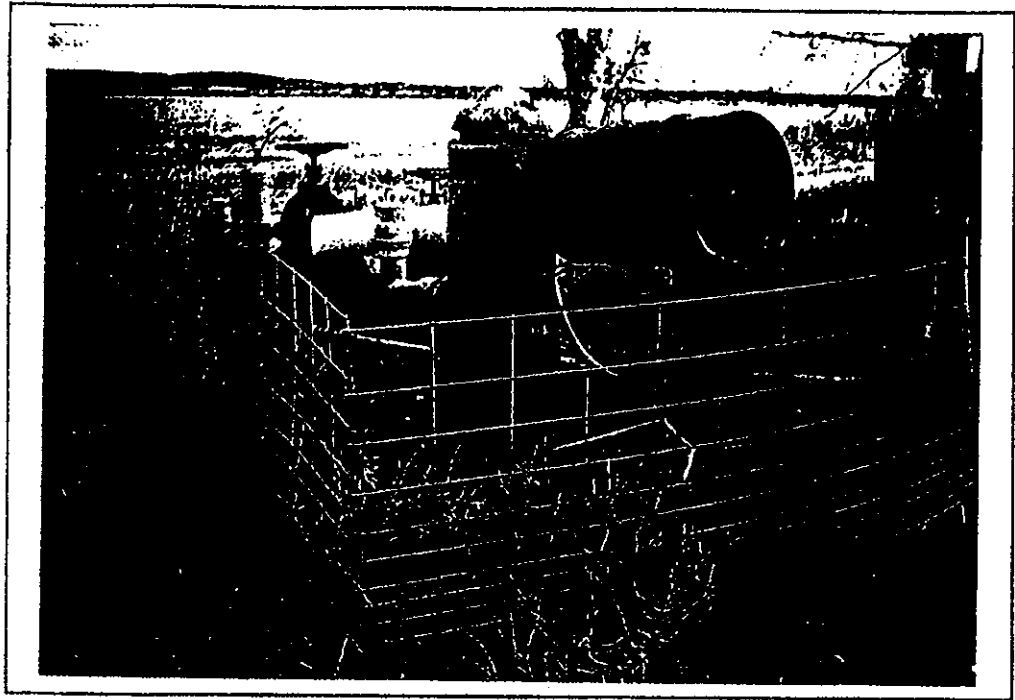
We noted two car batteries on-site at the time of our site visit. The use of these batteries is not known. This battery is located in the front yard of the main residence.



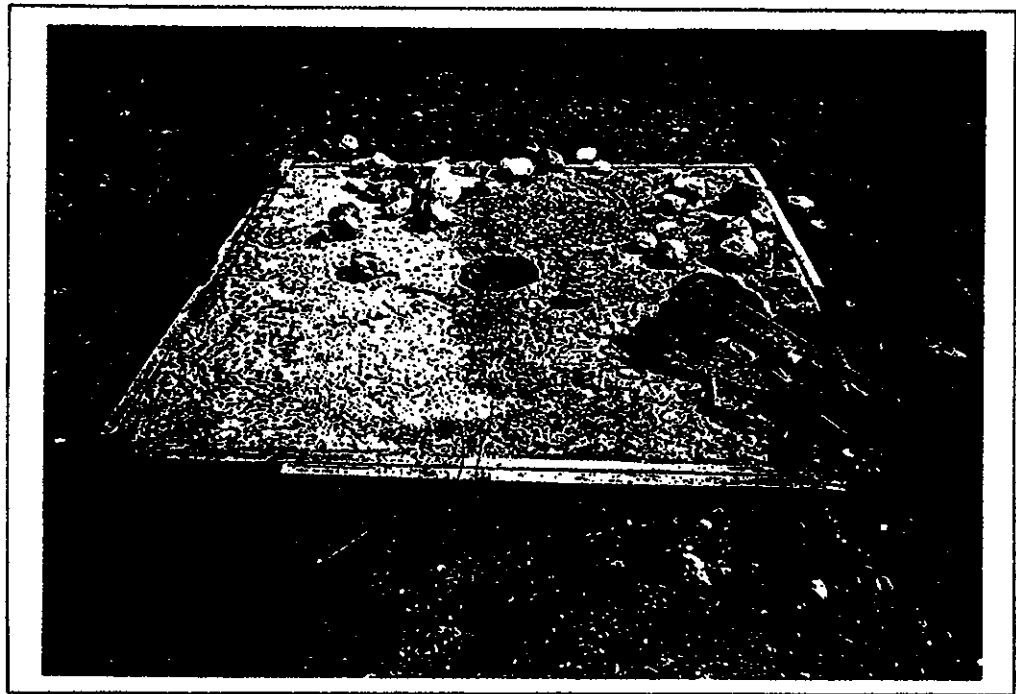
Photograph No. 5 Farm equipment and abandoned vehicles were observed on the northwest and southwest corners of the property as shown.



Photograph No. 6 This dump site was noted on the west side of the property and on the steep eastern slope of the Nueces River.



Photograph No. 7 This photograph shows the general appearance of the irrigation well on-site. Note minor staining on the ground surrounding the well motor.



Photograph No. 8 This pad located adjacent to the wood frame farmhouse appears to be the location of a water well. We did not observe pump equipment at the surface and it did not appear that the well had been used recently.

APPENDIX C
CORRESPONDENCE



LAW

ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

December 6, 1996

Mr. Daniel Laws, General Manager
Rio Grande Electric Cooperative
P.O. Box 1509
Brackettville, Texas 78832

Sent via facsimile (210) 563-2006

Dear Mr. Laws:

We are conducting an environmental assessment on the two tracts of farmland totaling 254 acres west of Uvalde, Texas on Highway 55.

We observed five pole-mounted transformers near an electric irrigation well and on the northwest corner of the property and on a pole in the front yard of the main residence. We are requesting information concerning the ownership and PCB status of the transformers that service the subject property. The owner of the property is Haby.

I have enclosed a map showing the location of the subject site. Please do not hesitate to call if you need additional information.

We assume that leaks, spill, or problems associated with Rio Grande Electric Cooperative owned transformers are the responsibility of the same unless otherwise informed.

Thank you for your time and attention.

Sincerely,

LAW ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

Sarah C. Gilbert
Staff Geologist

H:\DEPT\FT. WORTH\5704.LTR

Rio Grande Electric Cooperative, Inc.

(210) 563-2444 Fax (210) 563-2006

Post Office Box 1509

Brackettville, Texas 78832

December 16, 1996

Sarah C. Gilbert, Staff Geologist
Law Engineering and Environmental Services
3520 Executive Center Drive, Suite G-100
Austin, Texas 78731

RE: Haby Property, Uvalde, Texas

Dear Ms. Gilbert

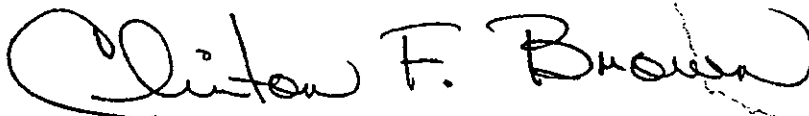
Your letter dated December 6th to Mr. Daniel G. Laws indicated you were concerned with transformers on the indicated Haby property. According to Rio Grande Electric Cooperative, Inc.(RGE) records there are five transformers belonging to RGE providing service on the property. There are three 25 KVA transformers in a three phase bank serving a 50 HP irrigation pump, a 15 KVA transformer serving a residence and a 10 KVA serving a hunting camp and barn.

RGE is participating in a PCB elimination program administered by Texas Electric Cooperatives, Inc.(TEC). According to TEC information, the 10 KVA and the 15 KVA are not suspect for any PCB content. The three 25 KVA transformers are suspect of having some amount of PCB content. RGE will change the 25 KVA transformers out and install known PCB free transformers. RGE records show no indication of historical spills from any transformers at these locations.

If you are in need of any further information or if I can assist you in any way on behalf of Rio Grande Electric Cooperative, Inc., please give me a call.

WJ:CB

Sincerely,



Clinton F. Brown,
Operations Manager

\cb

Carrizo Springs Area Office
(210) 876-2513-FAX (210) 876-2087
P.O. Box 125
Carrizo Springs, TX 78834

Bell City Area Office
(915) 964-2690-FAX (915) 964-2530
P.O. Box 619
Dell City, TX 79837

Fort Stockton Area Office
(915) 336-3287-FAX (915) 336-2702
P.O. Box 1818
Fort Stockton, TX 79735

Marfa Area Office
(915) 729-4318-FAX (915) 729-4706
P.O. Box 1137
Marfa, TX 79843

EDWARD AQUIFER AUTHORITY

INITIAL REGULAR PERMIT

October 17, 2008



COPY

**EDWARDS AQUIFER AUTHORITY
WATER RIGHTS FILING
INSTRUCTIONS FOR COUNTY CLERKS**

Please file this sheet and the attached Edwards Aquifer Authority, State of Texas "Initial Regular Permit (IRP)" in the Official Public Records using "Edwards Water Rights" as the document type.

1. **DATE OF EXECUTION:** OCT 17 2008
2. **DOCUMENT TYPE:** Edwards Water Rights
3. **GRANTOR:** Edwards Aquifer Authority
4. **GRANTEE(S) (Permittee):** San Antonio Water System
5. **LEGAL PLACE OF USE:**

Legal Description Reference	County	County Clerk Document No.	Volume/Book	Page(s)
Special Warranty Deed	Uvalde	2000002066	0438	769 - 819

Survey / Abstract No	NCB	CB	Lot	Subdivision
135 / 548 et al.				

6. **INITIAL REGULAR PERMIT TO WITHDRAW GROUNDWATER FROM THE EDWARDS AQUIFER NO.** P101-691 (UV00437)
7. **ANNUAL WITHDRAWAL AMOUNT:** 120.188 Acre-Feet / Annum
8. **REASON FOR REISSUANCE:** The Passage of Senate Bill No. 3 by The Texas Legislation in 2007 increased the pumping cap from 450,000 acre-feet to 572,000 acre-feet per annum.
9. **AFTER RECORDING RETURN TO:**

*Edwards Aquifer Authority
1615 N. Saint Mary's St.
San Antonio, TX 78215*

**EDWARDS AQUIFER AUTHORITY
STATE OF TEXAS
INITIAL REGULAR PERMIT No. P101-691 (UV00437)**

THIS CERTIFIES THAT: **San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, TX 78212-3106**

has been issued this Initial Regular Permit by the Board of Directors of the Edwards Aquifer Authority to withdraw groundwater from the Edwards Aquifer. This Permit is issued without a term. All prior permits or other approvals are superseded by this Permit.

Permit Derivation: UV00437 **Purpose:** Irrigation **Pool:** Uvalde

Authorized Annual Groundwater Withdrawal Amount: 120.188 acre-feet per calendar year of which 0.000 acre-feet are unrestricted irrigation groundwater and 120.188 acre-feet are base irrigation groundwater.

Place of Use: The tract(s) of land more fully described in Special Warranty Deed dated 5/30/2000, as recorded with Clerk as Document # 2000002066, Volume 0438, Pages 769 - 819, Official Public Records, Uvalde County, Texas

Withdrawal Point(s); Metering; Maximum Withdrawal Rate:

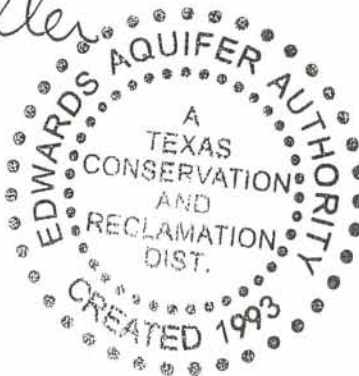
EAA WELL NO.	LOCATION	MEASURING METHOD	WITHDRAWAL RATE
W101-459 (UV00437-001)	29-19.00-19.98 / 99-56.00-57.01	Meter	1200 gpm

Conditions: Edwards Aquifer groundwater may be withdrawn only under the terms and conditions of this Permit, the Edwards Aquifer Authority Act (Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350), other applicable general law, and Authority rules, as these may be amended from time to time. This permit is subject to the continuing jurisdiction and supervision of the Authority, and may be amended from time to time consistent with applicable law.

THIS INITIAL REGULAR PERMIT IS ISSUED, EXECUTED, AND EFFECTIVE THIS 17th **day of** Oct., 2008.

ATTEST:

Douglas R Miller
DOUGLAS R. MILLER
Chairman, Board of Directors

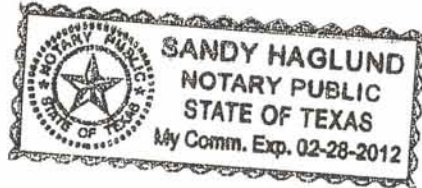


Carol G. Patterson
CAROL G. PATTERSON
Secretary, Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF BEXAR)

ON BEHALF OF THE AUTHORITY, THIS PERMIT WAS ACKNOWLEDGED before me on Oct. 17, 2008, by DOUGLAS R. MILLER, Chairman, and CAROL G. PATTERSON, Secretary, Board of Directors, Edwards Aquifer Authority, a conservation and reclamation district created pursuant to Art. XVI, Sec.59, Texas Constitution.



Sandy Haglund
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Docket Clerk
Edwards Aquifer Authority
1615 N. St. Mary's St.
San Antonio, Texas 78215

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lucille C. Hutcherson

Lucille C. Hutcherson, County Clerk
Uvalde County TEXAS

October 22, 2008 08:34:05 AM

FEE: \$24.00

2008004060

EXHIBIT "J"

FORM OF TERMINATION OF LEASE

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.

[PARTIAL*] TERMINATION OF LEASE OF GROUNDWATER

This **[Partial*] Termination of Lease of Groundwater** (this "Termination" [if applicable: Partial Termination*]) is made and entered into to be effective this) ___ day of _____, 2012, by and between _____ ("Lessor") and the San Antonio Water System ("Lessee") for the purpose of [partially*] terminating that one certain Lease of Groundwater ("Lease") originally entered into between Lessor and Lessee, effective as of _____ for the right to withdraw _____ acre feet of unrestricted groundwater per annum from the Edwards Aquifer under Edwards Aquifer Authority Permit No. _____ recorded as Document No. _____ of the Official Public Records of _____ County, Texas, (the "Groundwater Withdrawal Permit"), (such _____ acre feet per annum being the "Water Rights"), as evidenced by those certain Memorandum of Lease of Groundwater recorded as Document No. _____ in the Official Public Records of _____ County, Texas, and as Document No. _____ in the Official Public Records of Bexar County, Texas. All capitalized items in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to such terms in the Lease.

WITNESSETH

WHEREAS, Lessor is conveying contemporaneously with this [Partial*] Termination to the San Antonio Water System ("SAWS") by water deed pursuant to that certain Purchase Agreement and Bidding Instructions ("SAWS Acquisition") effective _____, _____ acre feet per annum of the Water Rights under the Groundwater Withdrawal Permits.

WHEREAS, Lessor and Lessee now desire to [partially*] terminate the Lease.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, and the exchange of other good and valuable consideration between the parties hereto, the recipient and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

[If applicable (for a full termination):

1. The Lease is hereby terminated, which termination shall be effective upon the closing of the SAWS Acquisition, provided however, if the closing of the SAWS Acquisition does not occur, or the EAA does not approve the transfer of water rights the Lease shall fully continue in effect. Lessor and Lessee acknowledge that this termination shall be effective upon the delivery to SAWS of the Water Deed executed and acknowledged by Lessor.
2. This Termination may be executed in one or more counterparts, each of which when taken together shall constitute one original Termination.]

[If applicable (for a partial termination):

1. The Sublease is hereby partially terminated as to the ____acre feet per annum only, which partial termination shall be effective upon the closing of the SAWS Acquisition, provided however, if the closing of the SAWS Acquisition does not occur, or the EAA does not approve the transfer of water rights the Lease shall fully continue in effect for the full ____ acre . Lessor and Lessee acknowledge that this partial termination shall be effective upon the delivery to SAWS of the Water Deed executed and acknowledged by Lessor.
2. The annual lease payments on for the portion of the Lease which remains in effect shall be adjusted for current and future years on a pro rata basis.
3. This Partial Termination may be executed in one or more counterparts, each of which when taken together shall constitute one original Partial Termination.
4. Except to the extent partially terminated and amended herein, the Lease shall continue in full force and effect, and the parties ratify same.]

Signatures and acknowledgments on following page

Lessor:

By:

Name:

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____.

Notary Public, State of Texas

(Seal)

Lessee:

SAN ANTONIO WATER SYSTEM

By:

Name: Robert R. Puente
Title: President/Chief Executive Officer

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201__, by Robert R. Puente, President/Chief Executive Officer of the San Antonio Water System.

Notary Public, State of Texas

(Seal)

After Recording Return to:

SAWS

2800 U.S. Highway 281N

San Antonio, Texas 78212

Attn: Lisa Guardiola