

**PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
COUNTRY OAKS MOBILE HOME PARK - 0.15 ACRES (NO ACCESS)**

SAWS BID SOLICITATION NO. R-21-012-LE

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

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

That approximately 0.15 acre tract of land located in the Country Oaks Mobile Home Park in San Antonio, Bexar County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereto.

**THERE IS NO ACCESS FROM A PUBLIC RIGHT OF WAY TO THE
SAWS PROPERTY**

3. Bid Information. This Purchase Agreement and Bidding Instructions document is the official bid form that must be completed and returned by interested bidders in accordance with the instructions herein. Sealed bids for the purchase of LAND will be received by SAWS **either Electronically or through Sealed bids.** Interested bidders must:

- a. furnish the information requested in Section 17 below;
- b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
- c. sign and enclose the San Antonio Water System Discretionary Real Estate Contracts Disclosure form attached hereto as Exhibit "D";
- d. If Bidder is submitting a sealed bid place the Purchase Agreement and San Antonio Water System Discretionary Real Estate Contracts Disclosure in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS PROPERTY (SAWS BID SOLICITATION NO. R-21-012-LE) 0.15 acres Country Oaks Mobile Home Park (No Access)" addressed and delivered to:

San Antonio Water System
Customer Service Building
Attn: Lindsay Esquivel
2800 U.S. Hwy 281 North
San Antonio, Texas 78212

Sealed bids should be deposited in the black metal drop box located on the left wall when entering through the first set of double glass doors entry on the north side of the Customer Service Building.

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

- e. If submitting the bid electronically, bidders should reference the Electronic Bid Opening Instructions attached to the Invitation to Offerors for additional information.
- f. Selection of successful bidder will be based on price.
- g. SAWS reserves the right to reject any and all bids and waive any formalities.

THERE IS A MINIMUM BID OF \$3,000.00 FOR THE SAWS PROPERTY. ANY BID LESS THAN \$3,000.00 WILL BE AUTOMATICALLY REJECTED.

4. Bidder Inspection. Bidders understand and acknowledge that the SAWS Property lacks access to a public right of way and inspections may not be conducted. By submitting a bid, bidder waives any inspection of the SAWS Property.

5. Bid Due Date. Sealed or electronic bids will be received until **2:00 P.M. (CDT)** San Antonio, Texas time on **October 20, 2021** (the "Bid Deadline") at the address shown in paragraph 3 above.

6. Notice of Acceptance. This Purchase Agreement and the selection of the successful bidder may be subject to the approval of the SAWS Board of Trustees. Following the Bid Deadline and SAWS' staff selection of a recommended successful bidder, if any, SAWS may be required to seek Board of Trustees approval to accept the bid of said bidder and to enter in this Purchase Agreement with said bidder. SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within sixty (60) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within sixty (60) days of the Bid Deadline. The date that SAWS signs this Purchase Agreement shall be the Date of this Agreement.

7. Title Exceptions. The SAWS Property 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 Property as shown in the Real Property Records of Bexar County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations and (iv) express acknowledgement of lack of legal access from a public right of way to the SAWS Property (collectively, the "Permitted Exceptions"). Additionally, the Successful Bidder must obtain any applicable permits for Successful Bidder's use of the SAWS Property and Successful Bidder must assemble the SAWS Property with any adjoining property owned by Successful Bidder and plat such properties, to the extent required by the San Antonio Uniform Development Code, which obligations shall survive Closing (hereinafter defined).

8. As Is Condition. **THE SAWS PROPERTY WILL BE CONVEYED IN ITS PRESENT "AS IS" CONDITION, INCLUDING BUT NOT LIMITED TO LACK OF LEGAL ACCESS TO THE PROPERTY FROM A PUBLIC RIGHT OF WAY. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS PROPERTY IN ITS PRESENT CONDITION. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS PROPERTY 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. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS, (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES AND (III) ANY RIGHT TO INSPECT THE SAWS PROPERTY. SUCCESSFUL BIDDER TAKES THE SAWS PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. 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 PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE SAWS PROPERTY'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.

9. Closing Documents from SAWS. SAWS will convey the SAWS Property to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as Exhibit "B". The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein.

10. Closing. The closing date will be on the first business day thirty (30) days after the Date of this Agreement ("Closing"), or on such other earlier date as SAWS and Successful Bidder may mutually agree. The Closing will be at SAWS Headquarters, 2800 US Hwy, 281N, 6th Floor, San Antonio, Texas 78212. Payment of the Bid Price must be made by cashier's check. The Successful Bidder is responsible for recording the Deed at their expense in the Official Public Records of Bexar County.

11. Real Property Taxes. The SAWS Property is currently exempt from real property taxes. Taxes for the year of Closing and future years will be the obligation of the Successful Bidder. If this transfer or the Successful Bidder's use of the SAWS Property 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 11 shall survive Closing.

12. No Brokers. SAWS will not pay a brokerage commission for the sale of the SAWS Property. Successful Bidder represents and warrants that no broker Successful Bidder and

Successful Bidder hereby agrees to defend, indemnify and hold harmless SAWS for any claims for a brokerage fee or commission. The Successful Bidder's obligation to indemnify under this Section 12 shall survive Closing.

13. Default. If for any reason the Successful Bidder fails to comply with any of the provisions of this Purchase Agreement, or if any of the representations or warranties of the Successful Bidder contained in this Purchase Agreement are incorrect or become incorrect or untrue, SAWS, at its election, may (i) terminate this Purchase Agreement, (ii) waive any unmet requirements and proceed to Closing, or (iii) pursue any remedies it may have at law or in equity. If SAWS fails to comply with this Purchase Agreement, the Successful Bidder's sole and exclusive remedy under this Purchase Agreement shall be to terminate this Agreement.

14. Property Information. SAWS has obtained information on the SAWS Property, set forth in more detail in Exhibit "C" 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. Further, SAWS does not represent or warrant that the Property Information Documents constitute all of the documents in SAWS possession related to the SAWS Property.

15. Notices. Any notices to be given hereunder by or to the Successful Bidder shall be given by transmitting by email to the address 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 emailing, 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
bruce.haby@saws.org

with a copy to:

Mark Brewton
Senior Corporate Counsel
San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212
mark.brewton@saws.org

b. Bidder As set out in Section 17 below.

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

17. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. R-21-012-LE
0.15 acres, Country Oaks Mobile Home Park (No Access), San Antonio, Bexar County, Texas

b. BIDDER:
Name: _____
Address: _____
Email: _____

c. BID PRICE: \$ _____ (the "Bid Price")

THERE IS A MINIMUM BID OF \$3,000.00 FOR THE SAWS PROPERTY. ANY BID LESS THAN \$3,000.00 WILL BE AUTOMATICALLY REJECTED.

18. 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 Property that is the subject of this Purchase Agreement is determined by a special appraisal method that allows for appraisal of the SAWS Property at less than its market value, the person to whom the SAWS Property is transferred may not be allowed to qualify the SAWS Property for that special appraisal in a subsequent tax year and the SAWS Property may then be appraised at its full market value. In addition, the transfer of the SAWS Property or a subsequent change in the use of the SAWS Property 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 Property. The taxable value of the SAWS Property 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 Property is located.

c. **Annexation Disclosures.** If the SAWS Property that is the subject of this Contract is located outside the limits of a municipality, the SAWS Property 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 Property 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 Property for further information.

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

e. **Notice of Water and Sewer Service.** The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. 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 Property. 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 Property.

f. **Lead Paint Disclosure.** The Successful Bidders agrees and acknowledges that the SAWS Property is not "residential real property" subject to any federally mandated lead paint disclosures

19. **Disclosure Form.** The San Antonio Water System Discretionary Real Estate Contracts Disclosure form is attached hereto as Exhibit "D" and must be signed by bidder and enclosed in the seal bid package.

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

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

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

23. **Time.** Time is of the essence in the performance of this Purchase Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Purchase Agreement falls on a Saturday,

Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

24. No Prohibited Persons/Entities. Successful Bidder represents and warrants to SAWS that Successful Bidders is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by SAWS that the Successful Bidder is a prohibited person/entity as set forth hereinabove shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System. Upon request, Successful Bidder will provide SAWS a completed Texas Ethics Commission Form 1295.

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

Executed by bidder this _____ day of _____, 2021.

BIDDER*: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this ____ day of _____, 2021 (Date of this Agreement).

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: Nancy Belinsky
Title: Vice President and General Counsel

- Exhibits:
Exhibit "A", Description of SAWS Property
Exhibit "B" - Form of Deed Without Warranty
Exhibit "C" - List of Property Information Documents
Exhibit "D" - San Antonio Water System Discretionary Real Estate Contracts Disclosure

EXHIBIT "A"

DESCRIPTION OF SAWS PROPERTY

See following page

EXHIBIT 'A'

Being a 0.150 acre tract of land situated within the Mary Savage Survey Number 370, Abstract 694, County Block 4406, Bexar County, Texas. Said 0.150 acres of land being located within Country Oaks Mobile Home Park. Said Country Oaks Mobile Home Park being located within a 15.56 acre tract of land described in Assumption Warranty Deed dated June 27, 1988, Grantor: Clinton Scheel, Grantee: Paul Scheel, and recorded in Volume 4503, page 2044, and a 15.55 acre tract of land described in Warranty Deed dated September 22, 1995, Grantor: Lisa Saegert, Grantee: Randy Bendele, and recorded in Volume 6557, page 1351. Both documents being located in the Real Property Records of Bexar County, Texas. Said 0.150 acres of land includes the existing water well and pumping facilities. The bearings recited herein are based on 15.56 acres of land as described in Volume 4503, Page 2044. Said 0.150 acre tract of land, called Tract A, being more particularly described as follows:

Tract A (0.150 Acres)

Being 0.150 acres of land out of 15.56 and 15.55 acre tracts of land and including the existing water well and pumping facilities for Country Oaks Mobile Home Park;

Beginning at a chain link fence corner, being the southeast corner of this herein described 0.150 acre tract of land, on the east line of the hereinabove 15.55 acre tract of land, from which the southeast corner of the 15.55 acre tract of land bears South 27 deg. 55' 00" West, 395.52 feet;

Thence leaving the east line of the 15.55 acre tract of land, generally with a chain link fence, North 58 deg. 06' 43" West, at approximately 66 feet crossing a chain link fence corner and leaving the chain link fence, a total distance of 104.12 feet to a set iron pin being the southwest corner of this herein described 0.150 acre tract of land;

THENCE North 30 deg. 09' 08" East, at approximately 10 feet crossing the common boundary of the hereinabove 15.55 and 15.56 acre tracts of land, a total distance of 64.56 feet to a set iron pin being the northwest corner of this herein described 0.150 acre tract of land;

THENCE South 56 deg. 43' 47" East, at approximately 35 feet a chain link fence corner, and generally with a chain link fence, a total distance of 101.80 feet to a chain link fence corner being the northeast corner of this herein described 0.150 acre tract of land and being on the east line of the hereinabove 15.56 acre tract of land;

THENCE with the east line of the 15.56 acre tract of land, generally with a chain link fence, South 27 deg. 55' 00" West, at approximately 55 feet crossing the common boundary of the 15.56 and 15.55 acre tracts of land, a total distance of 62.22 feet to the Place of Beginning, and containing 0.150 acres of land, more or less, in Bexar County, Texas.

EXHIBIT "B"

FORM OF DEED WITHOUT WARRANTY

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

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Effective Date: _____

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

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

Grantee:

Grantee's Mailing Address:

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

Property (including any improvements): The approximately 0.15 acre tract more particularly described on Exhibit "A" attached hereto.

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

Reservations from Conveyance: None

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 Exceptions to Conveyance, to have and to hold it to Grantee and Grantee's successors and assigns forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties.

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

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

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

This conveyance is being made subject to ad valorem taxes for the year 20__ [insert year of closing] and all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are hereby assumed by Grantee.

GRANTOR:

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

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____ of the San Antonio Water System.

[Seal] _____

Notary Public, State of Texas

ACCEPTED BY GRANTEE:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

After recording, return to:

EXHIBIT "C"

LIST OF PROPERTY INFORMATION DOCUMENTS

Deed (Volume 7583, Page 597)

BCAD account information

Aerial of SAWS Property

WARRANTY DEED

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

98- 0138659

THAT, RANDY BENDELE and PAUL SCHEEL, doing business as COUNTRY OAKS MOBILE HOME PARK, joined herein pro forma by their respective wives, MELISSA BENDELE and LINDA SCHEEL (hereinafter called Grantor, whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations to Grantor in hand paid by BEXAR METROPOLITAN WATER DISTRICT (hereinafter called Grantee, whether one or more), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, whose mailing address is as hereinafter set forth, the following described real estate, together with all improvements thereon, situated in Bexar County, Texas, being more particularly described as follows, to-wit:

Being 0.150 acres of land out of a 15.56 and 15.55 acre tract of land and including the existing water well and pumping facilities for Country Oaks Mobile Home Park, more particularly described on Exhibit "A" attached hereto and made a part hereof.

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

This conveyance is made subject to the conditions, easements and leases described on Exhibit "B" attached hereto and made a part hereof.

EXECUTED ON August 4, 1998.

Randy Bendele
RANDY BENDELE
Paul Scheel
PAUL SCHEEL
DOING BUSINESS AS COUNTRY OAKS
MOBILE HOME PARK
Melissa Bendele
MELISSA BENDELE
Linda Scheel
LINDA SCHEEL

(ACKNOWLEDGEMENT)

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was ACKNOWLEDGED before me, on this the 4 day of August, 1998, by RANDY BENDELE AND PAUL SCHEEL, DOING BUSINESS AS COUNTRY OAKS MOBILE HOME PARK.

Sharon Veters
NOTARY PUBLIC, STATE OF TEXAS
SHARON VETTERS
My Commission Expires 9/26/01

VOL 7583 PG 0597

(ACKNOWLEDGEMENT)

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was ACKNOWLEDGED before me, on this the 4 day of August, 1998, by MELISSA BENDELE.

Sharon Vettors
NOTARY PUBLIC, STATE OF TEXAS

SHARRON VETTERS
My Commission Expires 9/26/2000

(ACKNOWLEDGEMENT)

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was ACKNOWLEDGED before me, on this the 4 day of August, 1998, by LINDA SCHEEL

Sharon Vettors
NOTARY PUBLIC, STATE OF TEXAS

SHARRON VETTERS
My Commission Expires 9/26/2000

GRANTEE'S MAILING ADDRESS:
AFTER RECORDING RETURN TO
GRANTEE AT:
Bexar Metropolitan Water

PREPARED IN THE LAW OFFICE OF:
WEST & WEST ATTORNEYS

WEST & WEST, ATTORNEYS, P.C.
2929 MOSSROCK, SUITE 204
SAN ANTONIO, TEXAS 78230

San Antonio, Texas 78230

c:\wp51\bexar.met\cntry.oak.ded

VOL 7583 PG 0598

EXHIBIT 'A'

Being a 0.150 acre tract of land situated within the Mary Savage Survey Number 370, Abstract 694, County Block 4406, Bexar County, Texas. Said 0.150 acres of land being located within Country Oaks Mobile Home Park. Said Country Oaks Mobile Home Park being located within a 15.56 acre tract of land described in Assumption Warranty Deed dated June 27, 1988, Grantor: Clinton Scheel, Grantee: Paul Scheel, and recorded in Volume 4503, page 2044, and a 15.55 acre tract of land described in Warranty Deed dated September 22, 1995, Grantor: Lisa Saegert, Grantee: Randy Bendele, and recorded in Volume 6557, page 1351. Both documents being located in the Real Property Records of Bexar County, Texas. Said 0.150 acres of land includes the existing water well and pumping facilities. The bearings recited herein are based on 15.56 acres of land as described in Volume 4503, Page 2044. Said 0.150 acre tract of land, called Tract A, being more particularly described as follows:

Tract A (0.150 Acres)

Being 0.150 acres of land out of 15.56 and 15.55 acre tracts of land and including the existing water well and pumping facilities for Country Oaks Mobile Home Park;

Beginning at a chain link fence corner, being the southeast corner of this herein described 0.150 acre tract of land, on the east line of the hereinabove 15.55 acre tract of land, from which the southeast corner of the 15.55 acre tract of land bears South 27 deg. 55' 00" West, 395.52 feet;

Thence leaving the east line of the 15.55 acre tract of land, generally with a chain link fence, North 58 deg. 06' 43" West, at approximately 66 feet crossing a chain link fence corner and leaving the chain link fence, a total distance of 104.12 feet to a set iron pin being the southwest corner of this herein described 0.150 acre tract of land;

THENCE North 30 deg. 09' 08" East, at approximately 10 feet crossing the common boundary of the hereinabove 15.55 and 15.56 acre tracts of land, a total distance of 64.56 feet to a set iron pin being the northwest corner of this herein described 0.150 acre tract of land;

THENCE South 56 deg. 43' 47" East, at approximately 35 feet a chain link fence corner, and generally with a chain link fence, a total distance of 101.80 feet to a chain link fence corner being the northeast corner of this herein described 0.150 acre tract of land and being on the east line of the hereinabove 15.56 acre tract of land;

THENCE with the east line of the 15.56 acre tract of land, generally with a chain link fence, South 27 deg. 55' 00" West, at approximately 55 feet crossing the common boundary of the 15.56 and 15.55 acre tracts of land, a total distance of 62.22 feet to the Place of Beginning, and containing 0.150 acres of land, more or less, in Bexar County, Texas.

EXHIBIT "B"

1. Undefined Southwestern Bell Easement dated 9/5/84, executed by Clinton Scheel, et al, to Southwestern Bell Telephone Company, recorded 9/21/84 in Volume 3217, Page 723, Real Property Records of Bexar County, Texas (for a 10' telephone easement).
3. Electric Line Right of Way Agreement dated 9/11/1984, executed by Clinton Scheel, et al., to the City of San Antonio, recorded on 4/24/85, in Volume 3382, Page 1472, Real Property Records of Bexar County, Texas.
4. Declaration for Electrical Service dated 3/25/88, executed by Clinton Scheel to the Public, recorded in Volume 4264, Page 1732, Real Property Records of Bexar County, Texas.
5. Declaration for Electrical Service dated 6/25/85, executed by Randall Bendele to The Public, recorded 6/26/85, in Volume 3436, Page 704, Real Property Records of Bexar County, Texas.

RECORDER'S MEMORANDUM

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

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

AUG 11 1998



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Aug 06 1998

At 1:57pm

Receipt #: 151128
Recording: 9.00
Doc/Mgmt: 6.00

Doc/Num : 98- 0138659

Deputy -Deborah Greiner

VOL 7583 PG 0600

Bexar CAD - Map of Property ID 209997 for Year 2015



Property Details

Account

Property ID: 209997
Geo ID: 04406-000-0072
Type: Real

Legal Description: CB 4406 P-7A (.129AC) & P-9A (.021AC) A-694

Location

Situs Address: 7510 TALLEY RD SAN ANTONIO, TX 78253
Neighborhood: NBHD code51200
Mapsco: 576E1
Jurisdictions: CAD, 10, 08, 56, 11, 06, 09, 79

Owner

Owner Name: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM
Mailing Address: ATTN MARK BREWTON, PO BOX 2449, SAN ANTONIO, TX 78298-2449

Property

Appraised Value: \$0.00

<http://www.bcad.org/Map/View/Map/1/209997/2015>

powered by:
PropertyACCESS
www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Bexar CAD

Property Search Results > 209997 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2015

Property

Account

Property ID:	209997	Legal Description:	CB 4406 P-7A (.129AC) & P-9A (.021AC) A-694
Geographic ID:	04406-000-0072	Agent Code:	
Type:	Real		
Property Use Code:	5000		
Property Use Description:	EXEMPT - TOTAL EXEMPT		

Location

Address:	7510 TALLEY RD SAN ANTONIO, TX 78253	Mapsc0:	576E1
Neighborhood:	NBHD code51200	Map ID:	
Neighborhood CD:	51200		

Owner

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

Values

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

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

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

(=) Assessed Value:	=	\$0	

Taxing Jurisdiction

Owner:	CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM
% Ownership:	100.0000000000%

Total Value: \$0

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
06	BEXAR CO RD & FLOOD	0.030679	\$0	\$0	\$0.00	
08	SA RIVER AUTH	0.017500	\$0	\$0	\$0.00	
09	ALAMO COM COLLEGE	0.149150	\$0	\$0	\$0.00	
10	UNIV HEALTH SYSTEM	0.276235	\$0	\$0	\$0.00	
11	BEXAR COUNTY	0.283821	\$0	\$0	\$0.00	
56	NORTHSIDE ISD	1.375500	\$0	\$0	\$0.00	
79	BEXAR CO EMERG DIST #2	0.098945	\$0	\$0	\$0.00	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00	
Total Tax Rate:		2.231830				
Taxes w/Current Exemptions:					\$0.00	
Taxes w/o Exemptions:					\$0.00	

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	UDL	Undeveloped land	0.1500	6534.00	0.00	0.00	\$0	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	\$0	\$0	0	0	\$0	\$0
2014	\$0	\$0	0	0	\$0	\$0
2013	\$0	\$0	0	0	\$0	\$0
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/1/2012	Deed	Deed	BEXAR METROPOLITAN WATER DISTRICT	CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM	15414	1147	20120055877
2	8/4/1998	Deed	Deed		BEXAR METRO WATER DISTRICT	7583	0597	0

2015 data current as of Aug 10 2015 12:44AM.

2014 and prior year data current as of Jul 12 2015 4:56PM

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

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

7510 Talley rd



PVT RD AT 7670 TALLEY RD

PVT RD AT 7500 TALLEY RD

Exhibit "D"

San Antonio Water System Discretionary Real Estate Contracts Disclosure

Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a **party to the discretionary contract:**

Note: At a minimum, the Respondent's name should be listed.

(2) Identify any individual or business entity which is a **partner, parent or **subsidiary** business entity, of any individual or business entity identified above in Box (1):**

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Disclosures in Proposals

Any individual or business entity seeking a discretionary real estate contract with SAWS must disclose any known facts which, reasonably understood, raise a question² as to whether any SAWS official or employee would have a conflict of interest by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a conflicts-of-interest issue; or

Party aware of the following facts:

IF THE RESPONDENT HAS MADE KNOWN FACTS ABOVE, THE RESPONDENT MUST COMPLETE A CONFLICT OF INTEREST QUESTIONNAIRE PURSUANT TO LOCAL GOVERNMENT CODE SECTION 176.006. THE QUESTIONNAIRE MAY BE OBTAINED AT <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of Board action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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