

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
8501 MONUMENT OAK, FAIR OAKS RANCH, TEXAS - .3907 ACRE (NO BUILD)
SOLICITATION NO. RE-23-001-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:

Lot 33, Blk 6, THE WOODS SUBDIVISION UNIT 1 PUD, according to the plat thereof recorded in Volume 9545, Page 167, Plat Records of Bexar County, Texas, located in Fair Oaks Ranch, Bexar County, Texas, together with all improvements thereon and appurtenances thereto.

DUE TO SIZE, HOA RULES AND A DRAINAGE EASEMENT COVERING THE ENTIRETY OF THE SAWS PROPERTY, THE SAWS PROPERTY IS NOT SUITABLE FOR ANY CONSTRUCTION, BUILDING, DEVELOPMENT OR ANY COMMERCIAL USE.

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

- a. Furnish the information requested in Section 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 "C";
- d. 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. RE-23-001-LE), 8501 Monument Oak, Fair Oaks Ranch, Texas - .3907 ACRE (No Build)**" 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 labeled Contracting 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 to 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. Bidder understands and acknowledges 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 **March 20, 2023** (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, **INCLUDING BUT NOT LIMITED TO A DRAINAGE EASEMENT ENCUMBERING THE ENTIRETY OF THE PROPERTY, AS CREATED BY AND SHOWN IN THE PLAT RECORDED IN VOLUME 9545, PAGE 167, PLAT RECORDS OF BEXAR COUNTY, TEXAS, WHICH DRAINAGE EASEMENT WILL PREVENT CONSTRUCTION OF BUILDINGS OR STRUCTURES ON THE PROPERTY,** (iii) all applicable zoning, platting and other governmental or HOA ordinances, laws, rules (collectively, the "Permitted Exceptions"). Additionally, the Successful Bidder must obtain any applicable permits and approvals for Successful Bidder's use of the SAWS Property.

8. As Is Condition. **THE SAWS PROPERTY WILL BE CONVEYED IN ITS PRESENT "AS IS" CONDITION. 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 IT 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 "A". 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 represents 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 "B" attached hereto (the "Property Information Documents"), which will be made available to all prospective Bidders at www.saws.org.

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
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. **RE-23-001-LE**
8501 Monument Oak, Fair Oaks Ranch, Texas - .3907 ACRE (No Build), Fair Oaks Ranch, 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" - "C" 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 _____, 2023.

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 _____, 2023.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 2023 (Date of this Agreement).

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: Nancy Belinsky
Title: Executive Vice President and Chief Legal & Ethics Officer

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

EXHIBIT "A"
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): Lot 33, Blk 6, THE WOODS SUBDIVISION UNIT 1 PUD, according to the plat thereof recorded in Volume 9545, Page 167, Plat Records of Bexar County, Texas.

Property Address: 8501 Monument Oak, Fair Oaks Ranch, Bexar County, Texas 78015

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, all HOA regulations and all matters of record relating to the Property as shown in all official public records of Bexar County, Texas, INCLUDING BUT NOT LIMITED TO A DRAINAGE EASEMENT ENCUMBERING THE ENTIRETY OF THE PROPERTY, AS CREATED BY AND SHOWN IN THE PLAT RECORDED IN VOLUME 9545, PAGE 167, PLAT RECORDS OF BEXAR COUNTY, TEXAS, WHICH DRAINAGE EASEMENT WILL PREVENT CONSTRUCTION OF BUILDINGS OR STRUCTURES ON THE PROPERTY.

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 2023 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 _____, 202_
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 _____, 202_
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

After recording, return to:

EXHIBIT “B”
LIST OF PROPERTY INFORMATION DOCUMENTS

Plat

Deed to Bexar Metropolitan Water District (SAWS predecessor in title)

Woods at Fair Oaks Declaration of Covenants, Conditions and Restrictions

Letter from Woods at Fair Oaks Homeowners Association

Exhibit "C"
San Antonio Water System
Discretionary Real Estate Contracts Disclosure
Attach additional sheets if space provided is not sufficient.

<p>(1) Identify any individual or business entity¹ that is a party to the discretionary contract: <small>Note: At a minimum, the Respondent's name should be listed.</small></p>

<p>(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):</p>
<p><input type="checkbox"/> No partner, parent or subsidiary; or</p> <p>List partner, parent or subsidiary of each party to the contract and identify the corresponding party:</p>

<p>(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.</p>
<p><input type="checkbox"/> Party not aware of facts which would raise a conflicts-of-interest issue; or</p> <p>Party aware of the following facts:</p>
<p>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.</p>

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.

<p>Signature:</p>	<p>Title:</p> <p>Company or D/B/A:</p>	<p>Date:</p>
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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.