

SOLICITATION NO: R-12-022-CM

**PURCHASE AGREEMENT AND
BIDDING INSTRUCTIONS**

7000 Dorothy Louise

Sealed Bid Due On: March 20, 2013 @ 2:00 PM (CT)

**INVITATION TO OFFERERS
SURPLUS PROPERTY FOR SALE
7000 Dorothy Louise
R-12-022-CM**

Sealed bids for the purchase of LAND (“SAWS LAND”) described below will be received by SAWS Contract Administration, 2800 U.S. Hwy 281 North, Customer Service Building, Suite 171, San Antonio, Texas 78212, until **2:00 PM, (CT) March 20, 2013** (the “bid deadline”).

For questions regarding this solicitation or additional property information, please contact Patricia Gutierrez, Corporate Real Estate, in writing via email to: Patricia.Gutierrez@saws.org or by fax to (210) 233-4538 until **4:00 PM (CT) on March 13, 2013**. Answers to the questions will be posted to the web site by **5:00 PM (CT) each Friday until bid opening on March 20, 2013**, as part of supplemental information.

DESCRIPTION:

A 0.68 of an acre circular tract of property located off a private road at 7000 Dorothy Louise Drive within the Dream Hill Estates Subdivision, NCB 11611, San Antonio, Bexar County, Texas; and further described as: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive; said circular tract being bounded on all sides by Lots 2 to 15, inclusive, in Block One, in Dream Hill Estates; and said strip of land being bounded on the North by Lot 15, on the South by Lot 14, on the East by said circular tract and on the West by East line of Dorothy Louise Drive; said tract and strip being all of Block One in Dream Hill Estates except Lots 1 to 23, inclusive, all according to plat thereof recorded in Volume 980, page 146, of the Plat Records of Bexar county, Texas.

LOCATION:

The property is located at 7000 Dorothy Louise, San Antonio, Bexar County, Texas. Located on MAPSCO, Page 580 Grid F2.

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 and water rights to the property.** Bid package, property information and forms may be viewed and downloaded from saws website 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, or viewing answers to questions, contact Cynthia Medina at 210-233-3406, OR a hard copy can be obtained at SAWS’ OFFICE OF CONTRACT ADMINISTRATION, 2800 U.S. HWY 281 NORTH, CUSTOMER SERVICE BUILDING, SUITE 171, SAN ANTONIO, TEXAS 78212. **Incomplete bid forms may be rejected by SAWS and disqualified for consideration.**

7000 DOROTHY LOUISE
BIDDER'S CHECKLIST

When returning a completed and executed Purchase Agreement and Bidding Instructions (“Agreement”), the following instructions **must be complied with as indicated below**:

- Deliver to SAWS in the bid package:

- 1) The Agreement (pages 1-11) with page 9 of the Agreement signed before a Notary Public. Also complete the information required in Section 23 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 – 7000 Dorothy Louise”.
- 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 **Wednesday, March 20, 2013**) as set forth in Section 5 of the Agreement.

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

PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS
7000 Dorothy Louise
SAWS BID SOLICITATION NO. R-12-022-CM

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

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

A 0.68 of an acre circular tract of property located off a private road at 7000 Dorothy Louise Drive within the Dream Hill Estates Subdivision, NCB 11611, San Antonio, Bexar County, Texas; and further described as: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive; said circular tract being bounded on all sides by Lots 2 to 15, inclusive, in Block One, in Dream Hill Estates; and said strip of land being bounded on the North by Lot 15, on the South by Lot 14, on the East by said circular tract and on the West by East line of Dorothy Louise Drive; said tract and strip being all of Block One in Dream Hill Estates except Lots 1 to 23, inclusive, all according to plat thereof recorded in Volume 980, page 146, of the Plat Records of Bexar county, Texas.

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

- a. furnish the information requested in Section 23 below;
PLEASE NOTE THE MINIMUM BID IS \$1,000.00.
ALL BIDS BELOW \$1,000.00 WILL BE AUTOMATICALLY REJECTED.
- b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
- c. provide the Bid Deposit, as described in Section 8 below; and
- d. place the Purchase Agreement and the Bid Deposit in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS Land (SAWS BID SOLICITATION NO. R-12-022-CM) AT 7000 DOROTHY LOUISE" addressed and delivered to:

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

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

4. ANY PARTY THAT ELECTS TO INSPECT THE SAWS LAND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN ANTONIO (“COSA”) & SAWS AND THEIR OFFICERS, EMPLOYEES, AGENTS AND FIDUCIARIES (COLLECTIVELY THE “INDEMNIFIED PARTIES”) FROM ANY AND ALL DAMAGES, CLAIMS AND LOSSES OF ANY NATURE, INCLUDING THOSE ASSOCIATED WITH PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH, ATTORNEY’S FEES AND COURT COSTS, ARISING FROM THE PARTY’S OR THE PARTY’S AGENTS OR CONTRACTORS PRESENCE ON OR USE OR INSPECTION OF THE SAWS LAND (INCLUDING ANY ENVIRONMENTAL ASSESSMENTS PERFORMED ON THE SAWS LAND) OR THE CONDITION OF THE SAWS LAND. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO AND PROTECT THE INDEMNIFIED PARTIES FROM DAMAGES CAUSED BY THE INDEMNIFIED PARTIES’ SOLE AND/OR CONCURRENT NEGLIGENCE AND/OR STRICT LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL OVERRIDE AND CONTROL ANY CONTRARY PROVISIONS IN THE TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101). THE OBLIGATIONS OF A PARTY TO INDEMNIFY THE INDEMNIFIED PARTIES AS PROVIDED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF WHETHER SUCH PARTY SUBMITS A BID TO PURCHASE THE SAWS LAND OR WHETHER SUCH PARTY’S BID IS ACCEPTED BY SAWS. THIS SECTION 4 SHALL SURVIVE CLOSING OR TERMINATION OF THIS PURCHASE AGREEMENT IF SUCH PARTY’S BID IS ACCEPTED BY SAWS. ALL ENTRIES ONTO THE SAWS LAND SHALL BE CONDITIONED UPON SUCH INTERESTED PARTY’S EXECUTION OF THE “RELEASE AND INDEMNITY AGREEMENT” ATTACHED HERETO AS EXHIBIT “B”.

5. Bid Due Date. Sealed bids will be received until **2:00 P.M. (CT)** San Antonio, Texas time on **March 20, 2013** (the “Bid Deadline”) at the address shown in paragraph 3. above.

6. Notice of Acceptance. SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within 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.

7. Title Exceptions. The SAWS Land will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the SAWS Land as shown in the Real Property Records of Bexar County, Texas, **including but not limited to that certain 99-year lease to the Dream Hill Estates Improvement Association set forth in the instrument recorded December 12, 1957 in Volume 4089, Page 301 of the Deed and Plat Records of Bexar County, Texas,** (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, (iv) SAWS reservation of water rights relating to the SAWS Land and (v) the Reserved Easement (hereinafter defined in Section 12 below) (collectively, the “Permitted Exceptions”). SAWS makes no representations about whether the SAWS Land has access to any public right of way. Additionally, the Successful Bidder must obtain any applicable permits for Successful Bidder’s use of the SAWS Land and Successful Bidder must assemble the SAWS Land with any adjoining property owned by Successful Bidder and plat such properties, to the extent required by the San Antonio Uniform Development Code, and is otherwise and in all respects responsible for any platting requirements concerning the SAWS Land, which obligations shall survive Closing (hereinafter defined).

8. Bid Deposit. All bids must be accompanied by an earnest money bid deposit (“Bid Deposit”) in the form of a cashier’s check made out to San Antonio Water System in the amount of ten (10) percent of the bid amount. If a bid is not accepted by SAWS, the cashier’s check will be returned to the unsuccessful bidder at the address provided by bidder in Section 23 within 10 business days of the date that the bid is rejected. The Successful Bidder’s Bid Deposit shall be nonrefundable except in the event of a default by SAWS under this Agreement or as provided in Section 11, but shall be applied to the Bid Price (as defined in Section 23 below) at Closing (as defined in Section 13 below), if and only if Closing occurs hereunder.

9. Intentionally Deleted

10. As Is Condition. **THE SAWS LAND WILL BE CONVEYED IN ITS PRESENT “AS IS” CONDITION. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS LAND IN ITS PRESENT CONDITION. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS LAND MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE SAWS LAND. SUCCESSFUL BIDDER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS AND (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. SUCCESSFUL BIDDER TAKES THE SAWS LAND UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). SUCCESSFUL BIDDER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. SUCCESSFUL BIDDER HAS AGREED TO DISCLAIM RELIANCE ON SAWS AND TO ACCEPT THE SAWS LAND “AS-IS” WITH FULL AWARENESS THAT THE SAWS LAND’S PRIOR USES OR OTHER MATTER COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND SUCCESSFUL BIDDER CONFIRMS THAT SUCCESSFUL BIDDER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. SUCCESSFUL BIDDER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY SUCCESSFUL BIDDER OTHERWISE MIGHT HAVE. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.**

11. Inspections and Assessments of SAWS Land. Within thirty (30) calendar days of the date that the notice of acceptance described in Section 6 above is delivered to the Successful Bidder (the "Inspection Period"), the Successful Bidder shall conduct, at the Successful Bidder's sole cost, any inspections and environmental assessments on the SAWS Land that the Successful Bidder may elect, subject to the indemnity and other provisions of Section 4 of this Agreement, and shall secure any financing needed to purchase the SAWS Land. The Successful Bidder's failure to conduct inspections and environmental assessments and secure financing shall not excuse the Successful Bidder from any obligations under this Agreement. However, in the event that the Successful Bidder obtains a Phase I environmental site assessment of the SAWS Land ("Successful Bidder's Phase I") from an Environmental Professional (as defined in 40 CFR Part 312.10(b)) on or before the expiration of the Inspection Period that (i) materially and adversely differs from the results of the environmental site assessment or report included as part of the Property Information Documents (hereinafter defined in Section 20) or (ii) if the Property Information Documents did not include a environmental site assessment or report, recommends a Phase II environmental site assessment or other invasive environmental site assessment be performed on the SAWS Land, then in the case of either of (i) or (ii) hereinabove, if a copy of the Successful Bidder's Phase I is delivered to SAWS within the Inspection Period, the Successful Bidder may terminate this Agreement by delivering written notice to SAWS within the Inspection Period and receive back the Bid Deposit. If an Environmental Professional (as defined in 40 CFR Part 312.10(b)) desires to communicate with SAWS, the communication must be in writing and delivered to SAWS at the address stated in Section 20, below. The Successful Bidder may not conduct a Phase II environmental site assessment on the SAWS Land, or other invasive tests, including boring and drilling, upon the SAWS Land, without SAWS' prior written consent, a condition of which shall be SAWS approval, in SAWS reasonable discretion, of Successful Bidder's plan for conducting such Phase II environmental site assessment or other invasive tests on the SAWS Land.

12. Closing Documents from SAWS. SAWS will convey the SAWS Land to the Successful Bidder by Deed Without Warranty (the "Deed") in the form attached hereto as Exhibit "C". The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. The Deed contains an easement reservation in favor of CPS Energy (the "Reserved Easement") and a water rights reservation in favor of SAWS. SAWS and the Successful Bidder agree to execute any other closing documents that may be reasonably required by the Title Company.

13. Closing. The closing date ("Closing") will be on the first business day occurring ten (10) calendar days after expiration of the Inspection Period for conducting any inspections and environmental assessments on the SAWS Land described in Section 11 above, or on such earlier date as SAWS and Successful Bidder shall mutually agree. The Closing will be at the office of the following title company ("Title Company"):

Alamo Title Company
4 Dominion Drive, Bldg 4; Suite 100
San Antonio, Texas 78257
210-698-0924

At Closing, the Successful Bidder shall pay the Bid Price (as defined in Section 23), as reduced by the Bid Deposit previously paid to SAWS, in cash or immediate good funds equivalent.

14. Title Policy. Without extending the date for Closing, Successful Bidder may obtain, at its expense, a standard TLTA owner's policy for title insurance for the SAWS Land, in a policy amount equal the Bid Price, subject to all standard exceptions to title, to be issued by Title Company within a reasonable period of time following Closing. Successful Bidder is responsible for all costs for the title policy and any additional endorsements or modifications to such title policy.

15. Proration. The SAWS Land is currently exempt from real property taxes. Taxes for the year of Closing and future years will be the obligation of the Successful Bidder. If this transfer or the Successful Bidder's use of the SAWS Land after Closing results in the assessment of additional taxes, penalties or interest, including without limitation "rollback taxes" (the "Assessments") for periods prior to Closing, the Assessments will be the obligation of the Successful Bidder. Obligations imposed by this Section 15 shall survive Closing.

16. Broker's Commissions. If and only if the sale from SAWS to Successful Bidder closes pursuant to this Agreement, SAWS will pay at Closing a four percent (4.0%) brokerage fee or commission on the cash amount of the Bid Price (the "Commission") to the real estate agent representing the Successful Bidder for the SAWS Land. As a condition to SAWS' obligation to pay the Commission, Successful Bidder must identify Bidder's Broker in Section 23 below and attach to this Agreement upon submittal of the bid a copy of a written brokerage agreement by and between Bidder's Broker and Successful Bidder indicating Bidder's Broker's exclusive representation of Successful Bidder. The Successful Bidder represents and warrants that no broker other than Bidder's Broker as identified in Section 23 represents Successful Bidder and Successful Bidder hereby agrees to defend, indemnify and hold harmless SAWS and COSA for any claims for a brokerage fee or commission, other than the Commission under the terms and conditions set forth hereinabove, resulting from this transaction. The Successful Bidder's obligation to indemnify under this Section 16 shall survive Closing.

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

18. Intentionally Deleted

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

20. Property Information. SAWS has obtained information on the SAWS Land, set forth in more detail in Exhibit "D" attached hereto (the "Property Information Documents"), which will

be made available to all prospective Bidders at WWW.SAWS.ORG. In addition, a hard copy may be obtained at:

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

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

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

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

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

b. Bidder As set out in Section 23 below.

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

23. Bid Information.

- a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. R-12-022-CM
7000 Dorothy Louise, San Antonio, Bexar County, Texas
- b. BIDDER:
Name: _____
Address: _____
Phone: _____
Fax Number: _____
- c. BID PRICE: \$ _____ (the "Bid Price")
NOTE THE MINIMUM BID IS \$1,000.00
ANY BID BELOW \$1,000.00 WILL BE AUTOMATICALLY REJECTED
- d. BIDDER'S BROKER (if any): _____
License No: _____

24. Disclaimers.

a. **Notice Regarding Title.** THE TEXAS REAL ESTATE LICENSE ACT REQUIRES A REAL ESTATE AGENT TO ADVISE A BUYER THAT BUYER SHOULD HAVE AN ATTORNEY EXAMINE AN ABSTRACT OF TITLE TO THE PROPERTY BEING PURCHASED; OR A TITLE INSURANCE POLICY SHOULD BE OBTAINED. NOTICE TO THAT EFFECT IS HEREBY GIVEN TO BIDDER.

b. **Notice Regarding Possible Liability for Additional Taxes (Texas Property Code-Section 5.010).** If for the current ad valorem tax year the taxable value of the SAWS Land that is the subject of this Purchase Agreement is determined by a special appraisal method that allows for appraisal of the SAWS Land at less than its market value, the person to whom the SAWS Land is transferred may not be allowed to qualify the SAWS Land for that special appraisal in a subsequent tax year and the SAWS Land may then be appraised at its full market value. In addition, the transfer of the SAWS Land or a subsequent change in the use of the SAWS Land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the SAWS Land. The taxable value of the SAWS Land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the SAWS Land is located.

c. **Annexation Disclosures.** If the SAWS Land that is the subject of this Contract is located outside the limits of a municipality, the SAWS Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the SAWS Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the SAWS Land for further information.

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

e. **Notice of Water and Sewer Service.** The SAWS Land is located in the water service area of the San Antonio Water System, which is the utility service provider authorized by law to provide water service to the SAWS Land, and the San Antonio Water System is the sewer service provider. There may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the SAWS Land. You are advised to contact the San Antonio Water System to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the SAWS Land.

f. **Property Condition Disclosure.** The Successful Bidder agrees and acknowledges that any dwelling or residential building, if any, located on the SAWS Land has a value less than five percent (5%) of the overall value of the SAWS Land and therefore SAWS' is not required to submit any property condition disclosure pursuant to Texas Property Code Sec. 5.008. Additionally, the Successful Bidder agrees and acknowledges that the SAWS Land is not "residential real property" subject to any federally mandated lead paint disclosures.

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

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

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

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the party submitting this bid has caused this Purchase Agreement for 7000 Dorothy Louise to be duly executed and delivered (in the case of a party that is an entity, by their proper and duly authorized officer) as of the day and year written below, and each undersigned represents and warrants to SAWS that such person has the authority to execute and deliver this Purchase Agreement on behalf of the person or entity for which he/she is signing.

Executed by bidder this _____ day of _____, 2013.

BIDDER*: _____
Name: _____
Title: _____

BIDDER*: _____
Name: _____
Title: _____

*If there is more than one bidder, each bidder must sign.

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

[Seal]

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

[Seal]

Notary Public, State of Texas

Bid accepted by SAWS this _____ day of _____, 2013.

SAN ANTONIO WATER SYSTEM:

By: _____
Printed Name: _____
Title: _____

Exhibits:

- Exhibit "A", Description of SAWS Land
- Exhibit "B" - Release and Indemnity Agreement
- Exhibit "C" - Form of Deed Without Warranty
- Exhibit "D" - List of Property Information Documents

RECEIPT OF PURCHASE AGREEMENT AND INSTRUCTIONS

Receipt of the foregoing Purchase Agreement and Instructions is hereby acknowledged on this _____ day of _____, 2013.

Alamo Title Company

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF SAWS LAND

A 0.68 of an acre circular tract of property located off a private road at 7000 Dorothy Louise Drive within the Dream Hill Estates Subdivision, NCB 11611, San Antonio, Bexar County, Texas; and further described as: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive; said circular tract being bounded on all sides by Lots 2 to 15, inclusive, in Block One, in Dream Hill Estates; and said strip of land being bounded on the North by Lot 15, on the South by Lot 14, on the East by said circular tract and on the West by East line of Dorothy Louise Drive; said tract and strip being all of Block One in Dream Hill Estates except Lots 1 to 23, inclusive, all according to plat thereof recorded in Volume 980, page 146, of the Plat Records of Bexar county, Texas.

EXHIBIT "B"

RELEASE AND INDEMNITY AGREEMENT

In consideration for receiving permission from the San Antonio Water System ("SAWS") to enter upon the real property located in Bexar, County, Texas and described on Exhibit "A" attached hereto and incorporated herein (the "Property"), the undersigned ("Releasor") hereby agrees to and acknowledges the following:

1. **COMPLIANCE WITH RULES AND SAFETY REQUIREMENTS.** Releasor and its agents, employees and contractors shall at all times during their entry upon the Property cooperate and comply with all rules and safety requirements for the Property.

2. **RESTORATION.** Following Releasor's entry upon the Property, Releasor must restore at no cost to SAWS any damage to the Property caused by Releasor or its agents, employees and contractors.

3. **RELEASE.** The City of San Antonio ("COSA") and SAWS and their officers, employees, agents and fiduciaries shall not be liable for any injury, loss or damage suffered by Releasor or its agents, employees and contractors on or upon the Property **EVEN IF SUCH INJURY, LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL ACT OF COSA OR SAWS, THEIR AGENTS, EMPLOYEES OR CONTRACTORS, OR ANY OTHER PERSON OPERATING AT THE PROPERTY.**

4. **INDEMNIFICATION. RELEASOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COSA AND SAWS, THEIR OFFICERS, EMPLOYEES, AGENTS AND FIDUCIARIES (COLLECTIVELY "THE INDEMNIFIED PARTIES") FROM ANY AND ALL DAMAGES, CLAIMS AND LOSSES OF ANY NATURE, INCLUDING THOSE ASSOCIATED WITH PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH, ATTORNEY'S FEES AND COURT COSTS, ARISING FROM THE RELEASOR'S OR THE RELEASOR'S AGENTS' OR CONTRACTORS' PRESENCE ON OR USE OR INSPECTION OF THE PROPERTY (INCLUDING ANY ENVIRONMENTAL ASSESSMENTS PERFORMED ON THE PROPERTY) OR THE CONDITION OF THE PROPERTY. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO AND PROTECT THE INDEMNIFIED PARTIES FROM DAMAGES CAUSED BY THE INDEMNIFIED PARTIES' SOLE AND/OR CONCURRENT NEGLIGENCE AND/OR STRICT LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL OVERRIDE AND CONTROL ANY CONTRARY PROVISIONS IN THE TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101).**

5. **BINDING EFFECT.** This agreement is binding upon Releasor and its successors. This agreement may not be assigned by Releasor.

DATED _____.

RELEASOR:

By: _____

Name: _____

Title: _____

Attachment

Exhibit "A" – Description of SAWS land

EXHIBIT A

TO RELEASE AND INDEMNITY AGREEMENT

Property Description

A 0.68 of an acre circular tract of property located off a private road at 7000 Dorothy Louise Drive within the Dream Hill Estates Subdivision, NCB 11611, San Antonio, Bexar County, Texas; and further described as: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive; said circular tract being bounded on all sides by Lots 2 to 15, inclusive, in Block One, in Dream Hill Estates; and said strip of land being bounded on the North by Lot 15, on the South by Lot 14, on the East by said circular tract and on the West by East line of Dorothy Louise Drive; said tract and strip being all of Block One in Dream Hill Estates except Lots 1 to 23, inclusive, all according to plat thereof recorded in Volume 980, page 146, of the Plat Records of Bexar county, Texas.

EXHIBIT "C"

FORM OF DEED WITHOUT WARRANTY

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

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Effective Date: _____

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

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

Grantee:

Grantee's Mailing Address:

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

Property (including any improvements): A tract of land in San Antonio, Bexar County, Texas being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas, including but not limited to that certain 99-year lease to the Dream Hill Estates Improvement Association set forth in the instrument recorded December 12, 1957 in Volume 4089, Page 301 of the Deed and Plat Records of Bexar County, Texas. The Property may not have access to a public right of way.

Reservations from Conveyance: Grantor reserves from this conveyance:

- (i) a perpetual easement for the use, benefit and control of CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, a Municipal Board of the CITY OF SAN ANTONIO, for all **existing** electrical and gas lines and related appurtenances located on the Property, together with (i) the right of ingress and egress over the Property for the purpose of inspecting, patrolling, constructing, reconstructing, maintaining, removing and replacing said electrical and gas lines and related appurtenances, (ii) the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, and

any vegetation or obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

- (ii) Notwithstanding the foregoing, no water rights are being transferred or conveyed with the PROPERTY. More specifically, Grantor expressly reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System and its successors and assigns, all groundwater and groundwater estate, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in, under, or that may be produced from the Property. Without limiting the foregoing, Grantor also further reserves on behalf of the San Antonio Water System, and for the use, benefit and control of the San Antonio Water System, its successors and assigns, the following personal property rights and incorporeal hereditaments associated with the Property and such groundwater reservation:
- (1) Applications, licenses, allotments and permits, including Edwards Aquifer Authority (“EAA”) Permits;
 - (2) Rights associated with the ownership of wells, if any, drilled for the production of groundwater;
 - (3) Any past historical production or use, and projected future historical production or use, and all rights and benefits accruing from historical production or use, including but not limited to all historical rights associated with any EAA groundwater permits associated with the Property; and
 - (4) Declarations of historical use now or hereafter existing.

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

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

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

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

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

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

GRANTOR:

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

By: _____
 Printed Name: _____
 Title: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2013 by _____, _____ of the San Antonio Water System.

[Seal]

 Notary Public, State of Texas

ACCEPTED BY GRANTEE:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2013
by _____, _____ of _____.

[Seal]

Notary Public, State of Texas

After recording, return to:

EXHIBIT A

TO FORM OF DEED WITHOUT WARRANTY

Property Description

A 0.68 of an acre circular tract of property located off a private road at 7000 Dorothy Louise Drive within the Dream Hill Estates Subdivision, NCB 11611, San Antonio, Bexar County, Texas; and further described as: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive; said circular tract being bounded on all sides by Lots 2 to 15, inclusive, in Block One, in Dream Hill Estates; and said strip of land being bounded on the North by Lot 15, on the South by Lot 14, on the East by said circular tract and on the West by East line of Dorothy Louise Drive; said tract and strip being all of Block One in Dream Hill Estates except Lots 1 to 23, inclusive, all according to plat thereof recorded in Volume 980, page 146, of the Plat Records of Bexar county, Texas.

EXHIBIT “D”

LIST OF PROPERTY INFORMATION DOCUMENTS

1. Alamo Title Insurance Title Commitment, Effective Date: November 20, 2012
2. Map and Aerial Photo of property
3. Plats of Dream Hill Estates, Volume 980, Pages 146, Bexar County Deed Records
4. **99 Year Lease, recorded in Volume 4089, Pages 301-302, Bexar County Deed Records**
5. Well Plugging Report, March 5, 1958 and June 28, 1960
6. Warranty Deed, *H.J. Shearer and Loula Shearer to Fulton Property Company*, recorded April 19, 1933.
7. Warranty Deed, *Fulton Property Company to Dream Hill Water Company*, recorded May 22, 1933
8. Order Canvassing and Declaring Results of Election regarding establishment of Bexar County Fresh Water Supply District Number One, recorded June 7, 1940
9. Deed, *Dream Hill Water Company to Bexar County Fresh Water Supply District Number One*, recorded January 4, 1941
10. Dream Hill Water Company Resolution No. 229481, meeting of stockholders, approving conveyance of property from Dream Hill Water Company to Bexar County Fresh Water Supply District Number One, recorded January 7, 1941
11. Dream Hill Water Company Resolution No. 229480, meeting of board of directors, approving conveyance of property from *Dream Hill Water Company to Bexar County Fresh Water Supply District Number One*, recorded January 8, 1941
12. Minutes of the Meeting of Water Works Board of Trustees, September 6, 1957, with Resolution ordering “... and that within ninety days following the annexation of the territory previously known as Dream Hill Estates, *the properties, assets and liabilities of such District [Bexar County Fresh Water Supply District No. One]* automatically became the responsibility of the City of San Antonio....”.
13. COSA Ordinance authorizing and directing the City Water Board to take over and assume all debts, liabilities and obligations of the Bexar County Fresh Water Supply District No. One, etc., October 30, 1958

Alamo Title Insurance Title Commitment
Effective Date: November 20, 2012

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

Required Language for a Title Insurance Commitment Cover Letter

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

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

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

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

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

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

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

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

COMMITMENT FOR TITLE INSURANCE

Issued by **Alamo Title Insurance**



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

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


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


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


Authorized Officer or Agent



ALAMO TITLE INSURANCE

By: 
President

Attest : 
Secretary

CONDITIONS AND STIPULATIONS

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

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **November 20, 2012**

GF. No. 4002002037

Commitment No.: Not Applicable issued: **December 5, 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:
PROPOSED INSURED: **To Be Determined**
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:

Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:

City of San Antonio for use, benefit and control of the San Antonio Water System
4. Legal description of land:

A tract of land out of New City Block 11611, in the City of San Antonio, Bexar County, Texas, being that land described by Deed recorded in Volume 1799, Page 423, Deed Records, Bexar County, Texas.

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

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

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

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

- a. Those liens created at closing, if any, pursuant to Lender's instructions.
- b. Rights of Parties in Possession (Owner Policy Only)
- c. Visible and apparent easements over and across subject property. (Owner Policy Only)
- d. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

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

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

- e. 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 purchaser and submit for a records check.**
6. **The following note is for informational purposes only:**

The following deed(s) affecting said Land were recorded within twenty-four (24) months of the date of this report:

None found of record.

7. **The last Deed found of record affecting the Land was recorded January 4, 1941 at Volume 1799, Page 423, Deed Records of BEXAR County, Texas, wherein the grantee acquired subject property.**
8. **Conveyance by the City of San Antonio acting by and through its San Antonio Water System by authorized officer.**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. **4002002037**

Effective Date: **November 20, 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 **ALAMO TITLE INSURANCE**

<u>Officers</u>		<u>Directors</u>
Raymond Randall Quirk	President	Raymond Randall Quirk
Anthony John Park	Executive Vice President	Anthony John Park
Michael Louis Gravelle	Secretary	George Patrick Scanlon
Daniel Kennedy Murphy	Treasurer	Kevin Donald Lutes
		Erika Meinhardt
		John Arthur Wunderlich
		Roger Scott Jewkes

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

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

<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	\$To Be Determined
Endorsements	\$To Be Determined
Other	\$To Be Determined
Total	\$To Be Determined

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

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

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

TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey or comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

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

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

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

The Arbitration provision in the Policy is as follows:

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

I request deletion of the Arbitration provision.

Signature _____ Date _____

Fidelity National Financial, Inc. Privacy Statement

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

Personal Information Collected

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

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

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

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

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

Disclosure of Personal Information

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

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

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

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

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

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

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

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

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

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

Confidentiality and Security of Personal Information

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

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

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

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

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

Changes to this Privacy Statement

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

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

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

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

1-800-442-4303

1-800-442-4303

You may also write to Alamo Title Insurance at:

Usted tambien puede escribir a Alamo Title Insurance:

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

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

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

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

1-800-252-3439

1-800-252-3439

You may write to the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

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

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

PREMIUM OR CLAIM DISPUTES:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

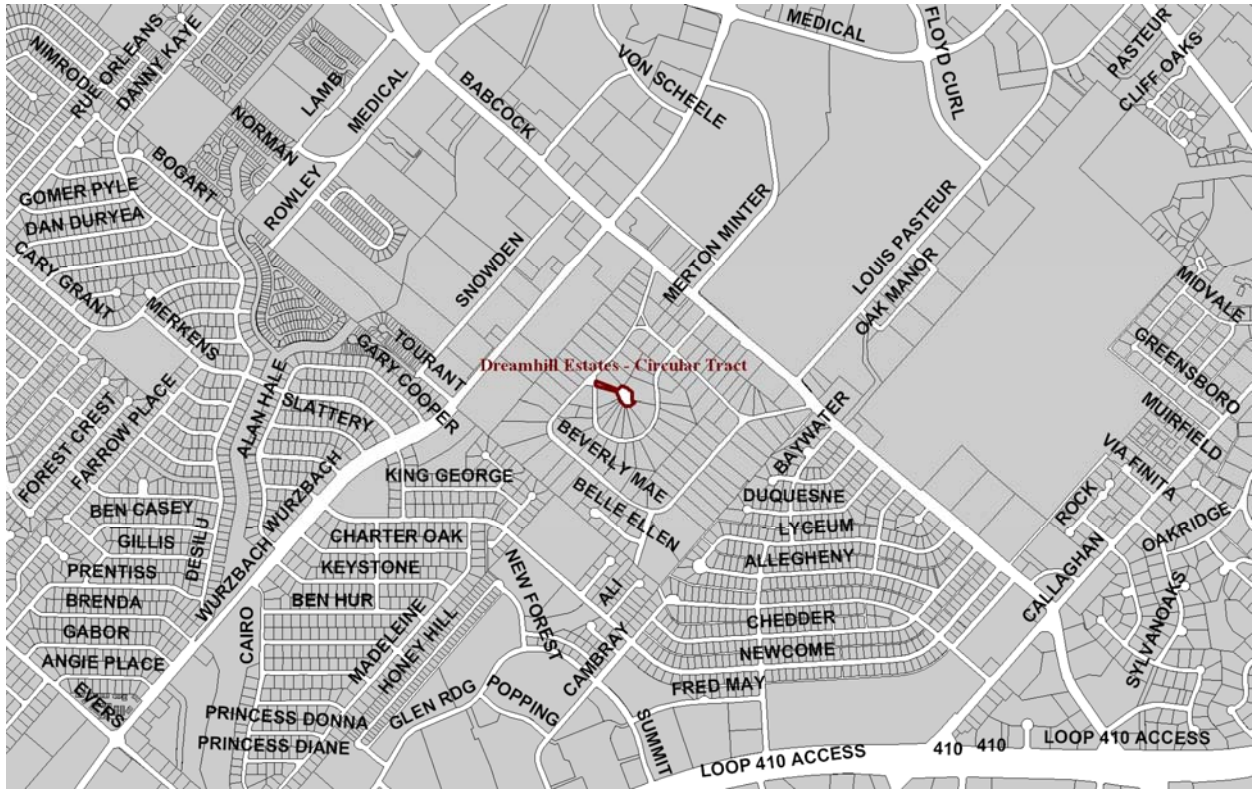
ATTACH THIS NOTICE TO YOUR POLICY:

UNA ESTE AVISO A SU POLIZA:

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

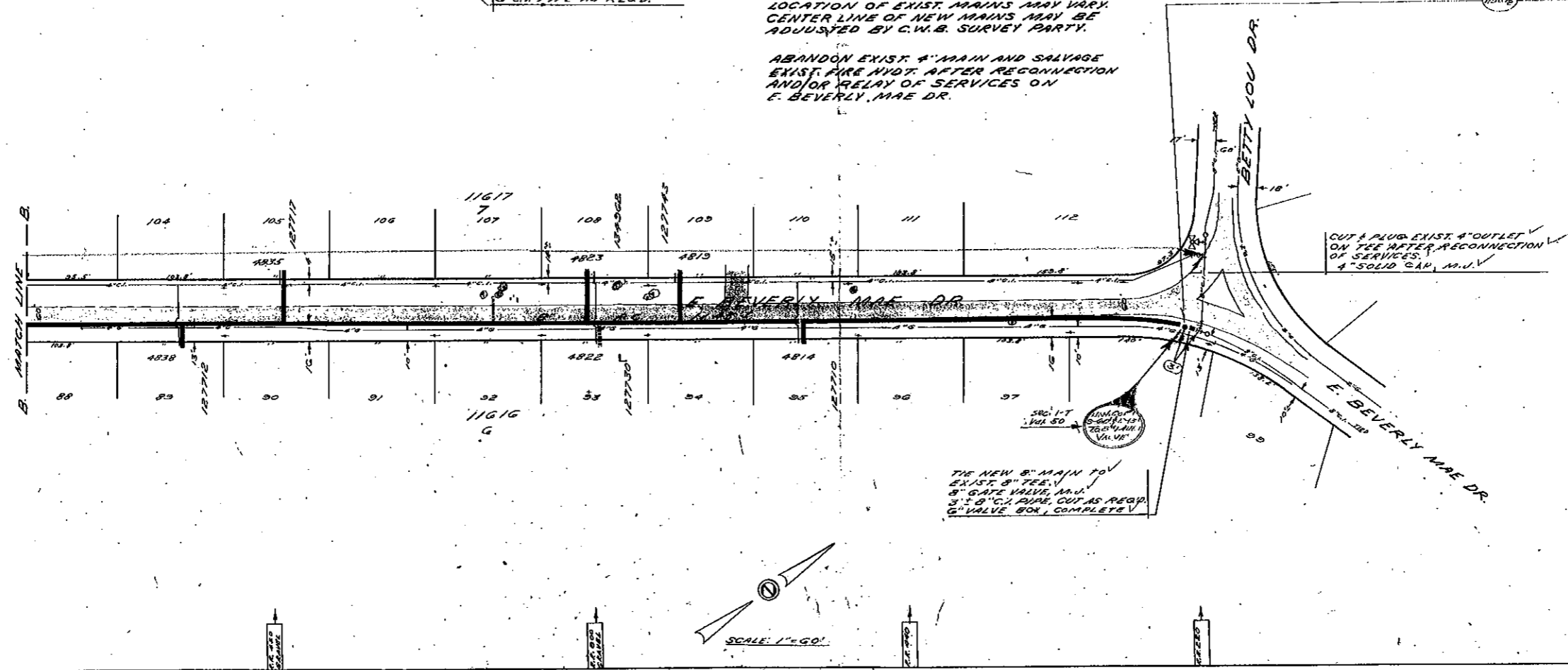
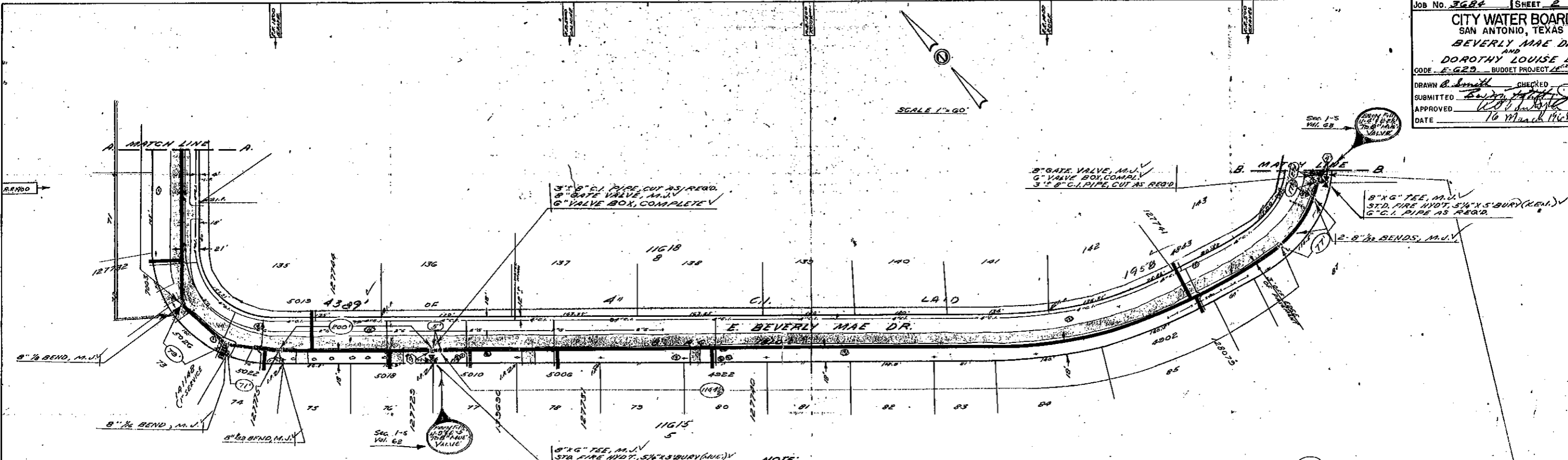
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Map and Aerial Photo of Property



S.P. 1664 SAWS Request to declare as surplus a circular tract of real property located off of a private road at 7000 Dorothy Louise Drive within the Dream Hill Estates Subdivision

Plats of Dream Hill Estates



REPLAT. IN
VOL: 9504
PAGE: 195

Replat IN:
Vol. 9514
Pg. 137

FILED IN M.V.C.
AD. 1925

Approved as to form
BY ATTORNEY

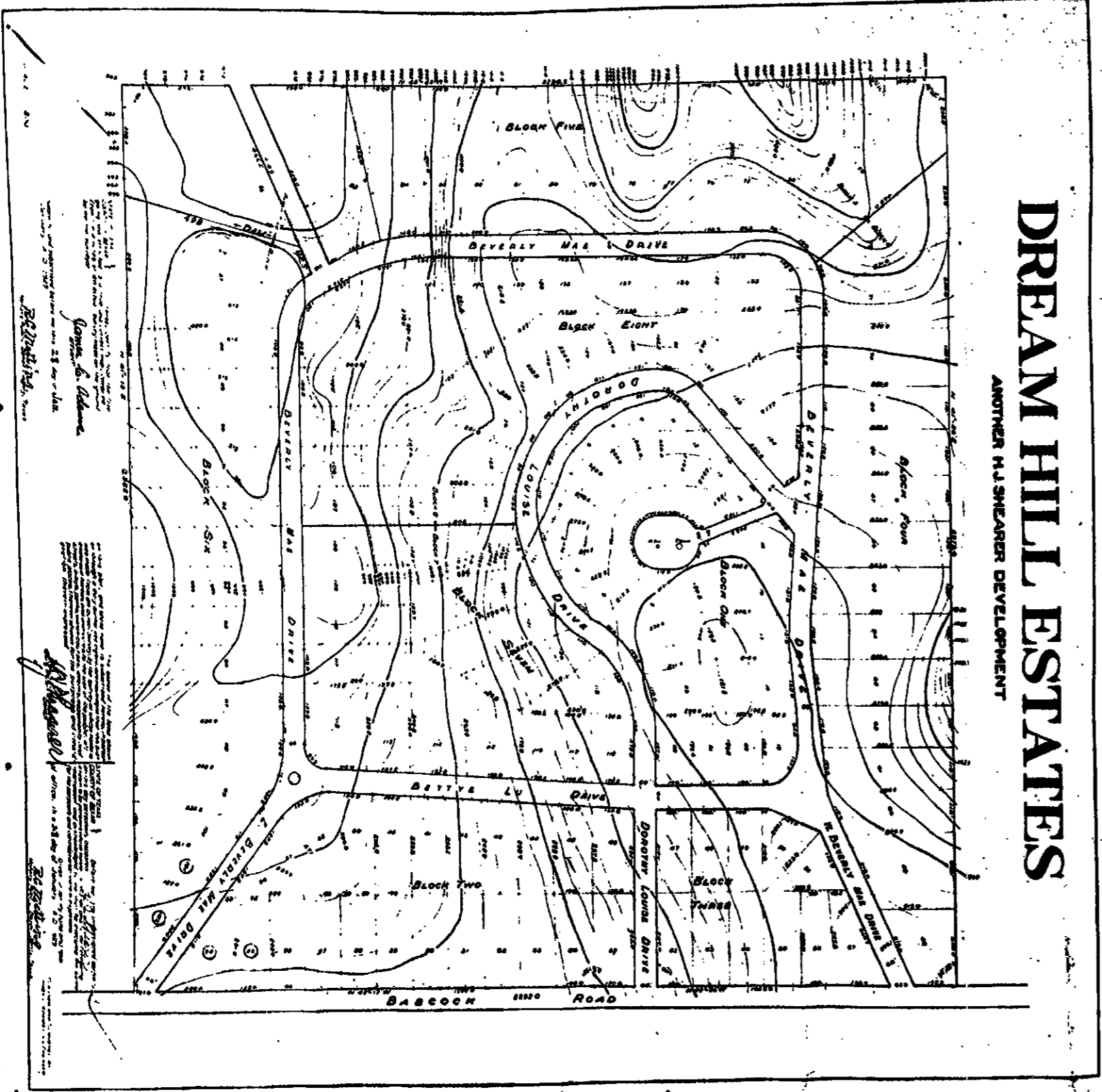
VACATE IN
VOL: 9118
PAGE: 146

980-146

146
B/C

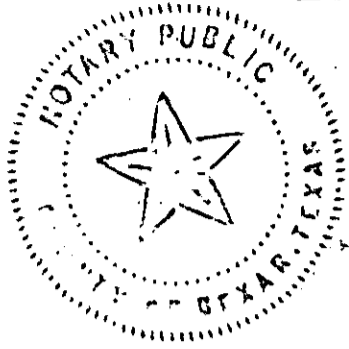
DREAM HILL ESTATES

ANOTHER H.J. SHEARER DEVELOPMENT



99 Year Lease
Recorded I Volume 4089, Pages 301-302
Bexar County Deed Records

Given under my hand and seal of office, this the 5th
day of December, A.D., 1957.



Addie A. Martin
Notary Public in and for Bexar
County, Texas, ADDIE A. MARTIN
Notary Public, Bexar County, Texas

VOL. 4030 PAGE 301

Filed for record Dec. 10, 1957, at 1:58 O'clock P.M.
Recorded Dec. 12, 1957, at 2:30 O'clock P.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas.

By J. J. Mezzetti, Deputy.

137660

THE STATE OF TEXAS

COUNTY OF BEXAR

For and in consideration of the sum of One Dollar (\$1.00) to Bexar County Fresh Water Supply District No. 1 in hand paid by Dream Hill Estates Improvement Association, receipt of which is hereby acknowledged, and other good and valuable consideration passing from the said Dream Hill Estates Improvement Association to the said Bexar County Fresh Water Supply District No. 1, the Bexar County Fresh Water Supply District No. 1 does hereby make and enter into a contract with the said Dream Hill Estates Improvement Association whereby the said Bexar County Fresh Water Supply District No. 1 leases to the Dream Hill Estates Improvement Association the club house situated in Dream Hill Estates in Bexar County, Texas and located under the water tower and situated on lot _____ block _____ of Dream Hill Estates.

The Bexar County Fresh Water Supply District No. 1 reserves for its own use for official meetings and elections the use of said building but otherwise hereby transfers to Dream Hill Estates Improvement Association the entire use and control of said building for the period of time covered by this lease.

This lease shall cover a period of ninety-nine (99) years from this date.

In witness of which the Bexar County Fresh Water Supply District No. 1 has caused this instrument to be executed this _____ day by its officers and legal representatives.

Thomas
THOMAS

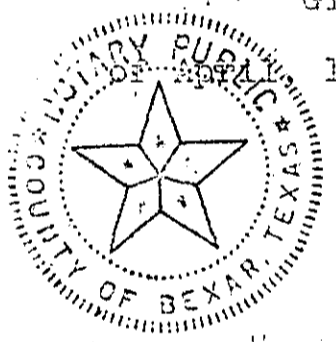
Richard O. Jenkins
JENKINS
John N. Taylor
TAYLOR
E. H. Trick, Jr.
TRICK
H. C. Stolle
STOLLE

THE STATE OF TEXAS)
COUNTY OF BEXAR)

Before me the undersigned authority on this day personally appeared H. C. Thomas, Richard O. Jenkins, John N. Taylor, E. H. Trick, Jr. and H. C. Stolle

known to me to be the persons whose names are subscribed to the foregoing instrument, and that each acknowledged to me that they executed said instrument therein expressed.

Given under my hand and seal of office this 29th day 1952.



J. Davison

Notary Public in and for Bexar County, Texas

Filed for record Dec 10, 1957, at 2:07 o'clock P.M.

Recorded Dec 12, 1957, at 2:34 o'clock P.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas.

By J. J. Meszetti, Deputy.

137662

STATE OF TEXAS)
COUNTY OF BEXAR)

WHEREAS, on the 15th day of December, 1949.

CHARLES W. SULLIVAN and wife, BLANCHE L. SULLIVAN

executed one note for the sum of \$ 4,000.00
payable to the order of

FROST NATIONAL BANK OF SAN ANTONIO, TRUSTEE

said note being secured by a deed of trust to FRANK V. PANCOAST, Trustee,
of record in Vol. 2770, Page 171-73, Deed of Trust Records of Bexar

Well Plugging Report
March 5, 1958 and June 28, 1960

PLUGGING OF WATER WELLS
FOR THE CITY WATER BOARD

JOB 2730

June 28, 1960

DEKAMHILL #1 & #2

9:00 to 10:30 A.M. - Mixed and pumped ten sacks of squagel into hole.

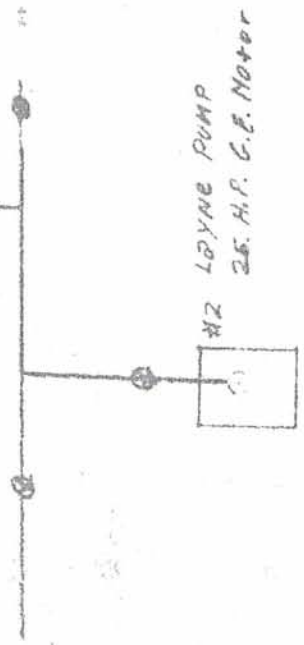
Pumped 18 sacks of cement with 12% gel into each well and allowed wells to settle.

5:00 to 5:45 P.M. - Found cement level at 295' from surface in each well; pumped 47 sacks of cement with 12% gel and filled both wells to surface.

DREAM HILL F.W.D.
WATER PLANT
APRIL 20, 1955
P. S. Lamm

Elevated
Storage
25,000 Gallons
50' to bottom of
bow

NO PUMPING
EQUIPMENT AT
TIME OF SURVEY



~~6~~
4

BEKAR COUNTY FRESH WATER SUPPLY DISTRICT NO. 1

DREAM HILL ESTATES

Location: Dorothy Drive, Dream Hill Estates

Owner: Community

Operator: L. P. McGarter
238 Betty Lou Drive
Rt. 11, Box 52
DI 2-0566

Consumers: 76

Wells:

	<u>No. 1</u>	<u>No. 2</u>
Depth	700 ft.	431 ft.
Casing	6 in.	8 in.
Driller	1925	1945
Water Table	-	100 ft.

Pumps:

Make	-	Lane
Stages	-	13
Type	Submers.	Turbine
Bowls	-	6 in.
Outlet	1/2 in.	1/2 in.
Column	-	270 ft.
Delivery	185 gpm	150 gpm
Installed	1955	1945

Motors:

H. P.	25	25
Make	-	G. E.
Voltage	220	220
Phase	3	3
In service since	1955	1945

Tanks:

Type Steel
Capacity 2,500 Gal.
Min. Head 60 ft.

No water treatment

No meters

Rates: \$ 2.25 per month

Mains: 1/2 in.

Branch Lines: 2 in.

Fire Hydrants: 5

Nearest CWB main at 6400ft.

Bexar County Fresh
Water Supply District

N₂1

— Present installation.

ROAD

2"

BEVERLY MAE DRIVE

4"

DR.

4"

DOROTHY

DR.

4"

4"

Wells & Tanks

4"

DOROTHY DR.

4"

MAE

BEVERLY

MAE

4"

DR

4"

BAE COCK

TOURANT

RD.

N

SCALE

1" = 400'

SNOWDEN

RD.

TOURANT RD.

Wells Proposed
March 5, 1958

REPORT ON INDIVIDUAL SYSTEM #4

BEXAR COUNTY FRESH WATER SUPPLY DISTRICT #1
"DREAM HILLS ESTATE"

1. General:

A group of 70 homes in the higher cost bracket, with large, well-kept lawns, making the per capita use of water in the Class "A" category. This would indicate a rather remunerative system to attach to the City Water Board system.

2. Present Status:

Fire protection available but hydrants are rated as substandard in that they are fed by 4" mains (in 2 directions) from an inadequate tank and supplied by an inadequate (for fire) pumping system.

Pipe in the system is 20 years old.

Center of distribution is now 4,400' from available City Water Board mains of adequate size and having adequate pressure. It is, however, 2400' from City Water Board main to nearest 4" main.

Elevation of ground 945'; elevation of overflow of controlling tank (Callaghan) - 1,111'.

Two wells - one 6" and one 8" insure adequate supply for present use.

4" mains are inadequate to supply all needs simultaneously during irrigation season and use of water has been programmed. With large size main to center of distribution and connected at nearest point, this trouble would be overcome.

3. Insurance:

\$25.30 --- \$10,000 valuation
\$18.00 --- \$10,000 valuation -- City

4. Cost of Water:

At the present flat rate of \$2.25/month, the cost per consumer is very much lower than it would be should the system be placed on the City Water Board System. Meters have just been installed and rates will be worked out as soon as one or two months' consumption has been determined. They have not had, and still do not have, a meter at the pump.

5. Depreciation:

Based on age of 20 years and soil having resistivities from 600 to 5000 ohms; steel pipe.

BEAR COUNTY FRESH WATER SUPPLY DISTRICT #1 - Continued:
"DREAM HILLS ESTATE"

6. Determination of an estimated reasonable value:

Cost of reproduction -----	\$ 25,232.
Depreciation 50% -----	12,616.
	<u>\$ 12,616.</u>

Arbitrary deduction for Inadequacy of 1,600 feet of 2" pipe, which would have to be replaced soon -----	\$ 2,000.
---	-----------

In addition, an arbitrary deduction in value because of having either to connect a larger City Water Board main to the southeast corner of the system, and operate the pump as a second source of supply to the system, or extend the large main some 2,000' farther to the center of distribution for the purpose of supplying adequate pressure -----	<u>\$ 4,000.</u>
---	------------------

Value of a going concern with an already well established income -----	\$ 6,616.
---	-----------

7. Recommendations:

There appear to be two feasible procedures for taking over this system on a profitable basis:

- a. Operate the 8" well or both 8" and 6" and bring 12" main to southeast corner of the system on Beverley Mae, in order to insure a supply. If the wells, or a well, are, or is kept, the pumps would be made to operate when pressure becomes low at the present center of distribution.

Tank would be of no value to the City Water Board and would be sold by the District.

- b. Continue the supply main to the present center of distribution, connecting it with the present system at appropriate points and abandon pumps and wells, the equipment to be sold by the District or the 8" pump retained for emergency on the basis of dead standby.

Purchase system but at cost of reproduction less depreciation less an amount for inadequate pipe size - allowance to be made for the 8" well if not abandoned and plugged.

Warranty Deed
H.J. Shearer and Loula Shearer
to Fulton Property Company
Recorded April 19, 1933

90¢ State Note Stamps cancelled.

SELLERS

H. K. Hockaday.
H. K. Hockaday

Mrs. Louise Hockaday
Louise Hockaday

BUYER:

L H Blessing
L.H. Blessing

STATE OF TEXAS)
COUNTY OF BEXAR) Before me, the undersigned authority on this day personally appeared H. K. Hockaday and Louise Hockaday his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said H. K. Hockaday acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Louise Hockaday, wife of the said H. K. Hockaday having been examined by me privily and apart from her husband, and having such instrument fully explained to her, she, the said Louise Hockaday, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this 16th day of December, 1940.

Seal. Mary N. Smith Notary Public in and for
Bexar County, Texas.

STATE OF TEXAS)
COUNTY OF BEXAR) Before me, the undersigned authority on this day personally appeared L. H. Blessing, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 4th day of January A.D. 1941.

Seal. E A Naranjo Notary Public in and for
Bexar County, Texas.

Filed for record Jan 4 1941 at 11:19 AM.
Albert G. Trawalter, County Clerk, Bexar County, Texas.
By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 3:18 PM.
Albert G. Trawlater, County Clerk, Bexar County, Texas. By *Frank R Newton Jr.* Deputy.

No. 229481.
L. Glasberg.

Resolution.

To The Public.

At a meeting of the stockholders of the DREAM HILL WATER COMPANY, a corporation organized under the laws of the State of Texas, held at the office of said Company in San Antonio, Texas, on January 4, 1941, all of said stockholders being present; namely J. GLASBERG and L. GLASBERG, they being the owners of all of the stock of said Corporation, the following resolution was offered and unanimously adopted, to-wit: "WHEREAS, the resident property owners and qualified voters in Dream Hill Estates, in Bexar County, Texas, have duly and legally organized the BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE for the purpose of purchasing, owning and operating the waterworks system and plant as the same now exists in said Dream Hill Estates and have agreed to pay to the said Dream Hill Water Company, the present owner thereof, the sum of \$2500 in cash therefor; " AND, WHEREAS, said offer has been fully considered and it is deemed to be to the best interest of said Dream Hill Water Company and its stockholders to accept the same; "NOW, THEREFORE, BE IT RESOLVED: That the directors and officers of this Corporation be and they are hereby fully authorized, instructed and empowered to accept the offer of the said Bexar County Fresh Water Supply District Number One, of Bexar County, Texas, to purchase said waterworks system for the said sum of \$2500 to be paid in cash, and that L. Glasberg, President of said Dream Hill Water Company, is hereby fully authorized, instructed and empowered to consummate said sale and to convey for and in behalf of said Corporation by general warranty deed, for the consideration above mentioned, to said Bexar County Fresh Water Supply District Number One the circular tract of land in Block 1, in said Dream Hill Estates, in Bexar County, Texas, according to the plat thereof recorded in Vol. 980, page 146, of the Plat Records of said County, upon which the wells, elevated tank, and pumping equip-

1799/423

ment belonging to said waterworks system are located, together with the strip of land connecting said circular tract with Dorothy Louise Drive in said Dream Hill Estates and together with the entire waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts, and all other property or equipment of whatever nature belonging to, attached to or used in connection with said waterworks system including all easements heretofore reserved over sold lots in said Dream Hill Estates for the construction and future repair and maintenance of water mains. " BE IT FURTHER RESOLVED that the said L. GLASBERG, President of said DREAM HILL WATER COMPANY, be and he is hereby fully authorized, instructed and empowered to execute and deliver for, in the name of, and as the binding acts and deeds of this Corporation, any and all other legal instruments of any kind or character which in his judgment may be necessary to consummate the sale of said property to the said Bexar County Fresh Water Supply District Number One for the consideration hereinabove mentioned." I, J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, do hereby certify that the foregoing is a true and correct copy of the resolution passed by the stockholders of said Corporation on the 4th day of January, A.D., 1941; and I do hereby certify that L. Glasberg is the duly elected and acting President of said Corporation and that I am the duly elected and acting assistant secretary thereof.

Seal.

J. Glasberg
Assistant Secretary, Acting.

STATE OF TEXAS,
COUNTY OF BEXAR. BEFORE ME, the undersigned authority, on this day personally appeared J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon
Notary Public in and for Bexar County, Texas

Filed for record Jan 4 1941 at 12:12 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas.
By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 3:55 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas. By J. Glasberg Deputy.

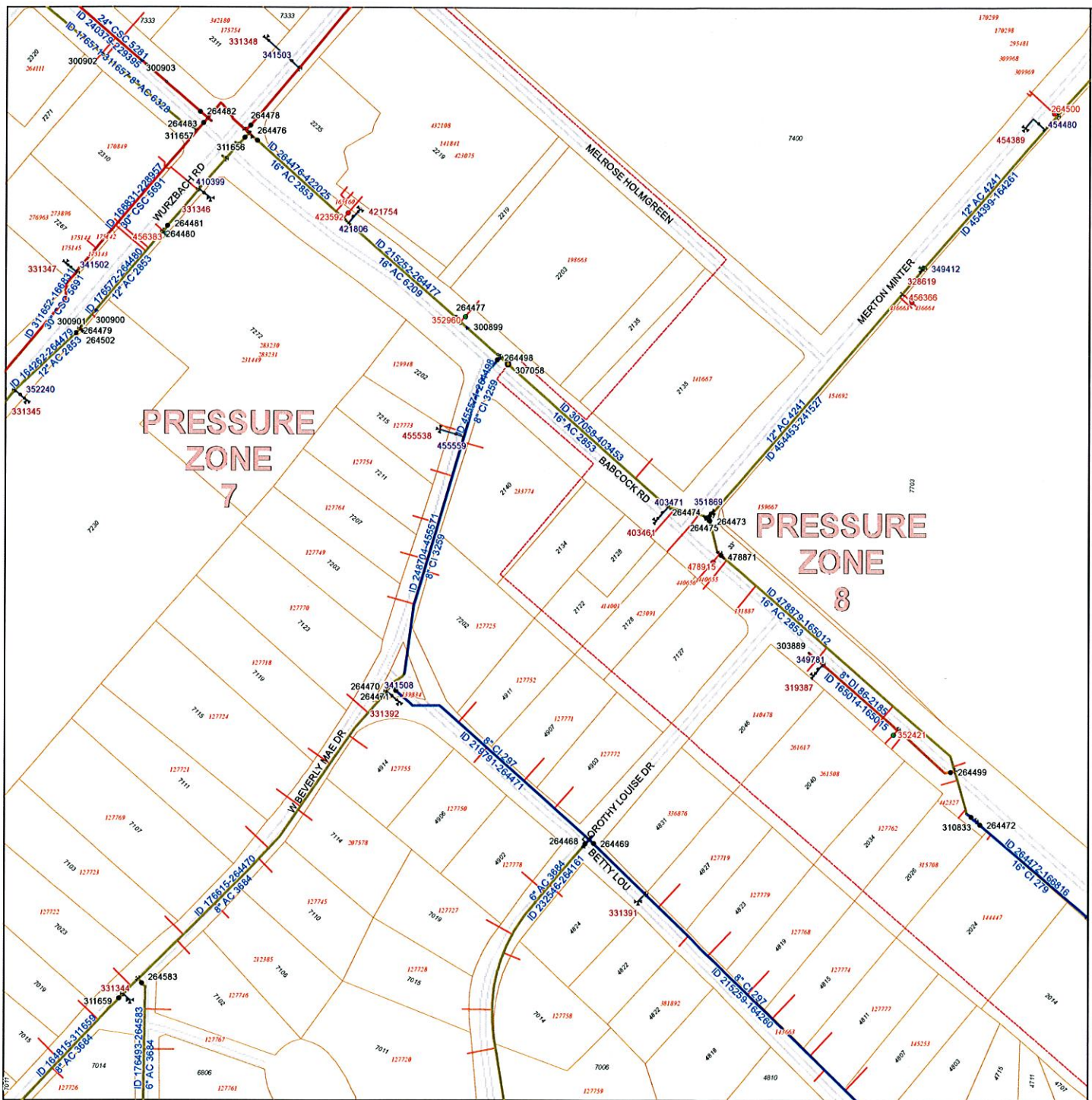
No. 229482.

Dream Hill Water Company, et al. Deed.

Bexar County (Fresh Water Supply District Number One) 1799/423

STATE OF TEXAS,
COUNTY OF BEXAR. KNOW ALL MEN BY THESE PRESENTS: THAT the DREAM HILL WATER COMPANY, a corporation, of Bexar County, Texas, acting herein by and through L. GLASBERG, its duly authorized President, joined herein by the said L. GLASBERG and J. GLASBERG individually, as the sole and only stockholders of said Corporation, for and in consideration of the sum of Twenty-five Hundred and No/100 Dollars (\$2500) to it cash in hand paid by the BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, of Bexar County, Texas, the following described property, to-wit: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive, in Dream Hill Estates, in Bexar County, Texas, a subdivision of a tract of 125 acres out of the Manuel Tejada Survey No. 89, about 8 miles northwest of the City of San Antonio, in said County, according to the plat of said subdivision recorded in Vol. 980 page 146, of the Plat Records of said County, said circular tract being bounded on all sides by Lots 2 to 16, inclusive, in Block 1, in said Dream Hill Estates, and said strip of land being bounded on the north by Lot 15, on the south by Lot 14, on the east of said circular tract and on the west by the east line of Dorothy Louise Drive, said tract and strip being all of

WATER BLOCK MAP

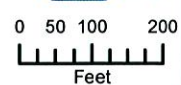


Water Legend	
▶ AIR RELEASE	● FH VALVES
● BLOW-OFF	● FIRE LINE
○ DIVISION	● SERVICE LINE
○ INTERCONNECT	● CAPPLUG
● MANLINE	● COUPLING
● PRESSURE REDUCING	● CROSS
● FIRE HYDRANTS	● OUTLET
	▲ REDUCER
	● TEE
	□ PRESSURE ZONE
MAINS	— PROP MAINS
MATERIAL	— PROP FH LATERALS
— AC	— PROP LATERALS
— CI	— WTR LATERALS
— CSC	— FH LATERALS
— DI	
— HDPE	
— PVC	
— STL	

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SAN ANTONIO WATER SYSTEM
 INFRASTRUCTURE PLANNING DEPARTMENT
 GIS MAPPING DIVISION

Jan 13, 2011



Bexar CAD

Mapsc0 Search Results > 580E2 for Year 2011

Property Details

Map Layers

- City
- Current Parcel
- Property ID
- Flood
- Lot
- Dimensions
- Parcels
- Appraised Value
- DBA
- Exemptions
- Geo ID
- Map ID
- Neighborhood
- Owner Name
- Property Type
- State Code
- Subdivision
- School
- Districts
- Name
- Streets
- Radius Search

Website version: 1.2.2.0

Database last updated on: 2/28/2011 1:52 AM

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

1799/423

Given under my hand and seal of office, this the 5th
day of December, A.D., 1957.



Addie A. Martin
Notary Public in and for Bexar
County, Texas, ADDIE A. MARTIN
Notary Public, Bexar County, Texas

VOL. 4089 PAGE 301

Filed for record Dec. 10, 1957, at 1:58 o'clock P.M.
Recorded Dec. 13, 1957, at 2:32 o'clock P.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas.

By J. J. Mezzetti, Deputy.

137660

THE STATE OF TEXAS |
COUNTY OF BEXAR |

For and in consideration of the sum of One Dollar (\$1.00) to Bexar County Fresh Water Supply District No. 1 in hand paid by Dream Hill Estates Improvement Association, receipt of which is hereby acknowledged, and other good and valuable consideration passing from the said Dream Hill Estates Improvement Association to the said Bexar County Fresh Water Supply District No. 1, the Bexar County Fresh Water Supply District No. 1 does hereby make and enter into a contract with the said Dream Hill Estates Improvement Association whereby the said Bexar County Fresh Water Supply District No. 1 leases to the Dream Hill Estates Improvement Association the club house situated in Dream Hill Estates in Bexar County, Texas and located under the water tower and situated on lot _____ block _____ of Dream Hill Estates.

The Bexar County Fresh Water Supply District No. 1 reserves for its own use for official meetings and elections the use of said building but otherwise hereby transfers to Dream Hill Estates Improvement Association the entire use and control of said building for the period of time covered by this lease.

This lease shall cover a period of ninety-nine (99) years from this date.

In witness of which the Bexar County Fresh Water Supply District No. 1 has caused this instrument to be executed this _____ day by its officers and legal representatives.

Thomas A. S.
Thomas A. S.

VOL 1089 PAGE 302

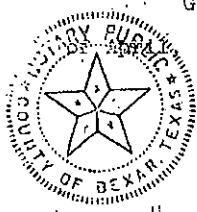
Richard O. Jenkins
JENKINS
John N. Taylor
TAYLOR
E. H. Trick, Jr.
TRICK
H. C. Stolle
STOLLE

THE STATE OF TEXAS. |
COUNTY OF BEXAR |

Before me the undersigned authority on this day personally appeared H. C. Thomas, Richard O. Jenkins, John N. Taylor, E. H. Trick, Jr. and H. C. Stolle

known to me to be the persons whose names are subscribed to the foregoing instrument, and that each acknowledged to me that they executed said instrument therein expressed.

Given under my hand and seal of office this 29th day 1952.



J. Davison
Notary Public in and for Bexar County, Texas

Filed for record Dec. 10, 1957, at 2:07 O'clock P.M.
Recorded Dec. 12, 1957, at 2:34 O'clock P.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas.
By *J. J. Mezger*, Deputy.

STATE OF TEXAS |
COUNTY OF BEXAR |

137662

WHEREAS, on the 15th day of December, 1949.

CHARLES W. SULLIVAN and wife, BLANCHE L. SULLIVAN

executed one note for the sum of \$ 4,000.00 payable to the order of

FROST NATIONAL BANK OF SAN ANTONIO, TRUSTEE

said note being secured by a deed of trust to FRANK V. PANCOAST, Trustee,

of record in Vol. 2770, Page 171-73, Deed of Trust Records of Bexar

1799/423

ment belonging to said waterworks system are located, together with the strip of land connecting said circular tract with Dorothy Louise Drive in said Dream Hill Estates and together with the entire waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts, and all other property or equipment of whatever nature belonging to, attached to or used in connection with said waterworks system including all easements heretofore reserved over sold lots in said Dream Hill Estates for the construction and future repair and maintenance of water mains. " BE IT FURTHER RESOLVED that the said L. GLASBERG, President of said DREAM HILL WATER COMPANY, be and he is hereby fully authorized, instructed and empowered to execute and deliver for, in the name of, and as the binding acts and deeds of this Corporation, any and all other legal instruments of any kind or character which in his judgment may be necessary to consummate the sale of said property to the said Bexar County Fresh Water Supply District Number One for the consideration hereinabove mentioned." I, J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, do hereby certify that the foregoing is a true and correct copy of the resolution passed by the stockholders of said Corporation on the 4th day of January, A.D. 1941; and I do hereby certify that L. Glasberg is the duly elected and acting President of said Corporation and that I am the duly elected and acting assistant secretary thereof.

Seal.

J. Glasberg
Assistant Secretary, Acting.

STATE OF TEXAS,
COUNTY OF BEXAR. BEFORE ME, the undersigned authority, on this day personally appeared J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon
Notary Public in and for Bexar County, Texas

Filed for record Jan 4 1941 at 12:12 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas.
By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 3:55 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas. By *J. Glasberg* Deputy.

No. 229482.

Dream Hill Water Company, et al.

Deed.

Bexar County (Fresh Water Supply District Number One. 1799/423)

STATE OF TEXAS,
COUNTY OF BEXAR. KNOW ALL MEN BY THESE PRESENTS: THAT the DREAM HILL WATER COMPANY, a corporation, of Bexar County, Texas, acting herein by and through L. GLASBERG, its duly authorized President, joined herein by the said L. GLASBERG and J. GLASBERG individually, as the sole and only stockholders of said Corporation, for and in consideration of the sum of Twenty -five Hundred and No/100 Dollars (\$2500) to it cash in hand paid by the BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, of Bexar County, Texas, the following described property, to-wit:
All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive, in Dream Hill Estates, in Bexar County, Texas, a subdivision of a tract of 125 acres out of the Manuel Tejada Survey No. 89, about 8 miles northwest of the City of San Antonio, in said County, according to the plat of said subdivision recorded in Vol. 980 page 146, of the Plat Records of said County, said circular tract being bounded on all sides by Lots 2 to 16, inclusive, in Block 1, in said Dream Hill Estates, and said strip of land being bounded on the north by Lot 15, on the south by Lot 14, on the east of said circular tract and on the west by the east line of Dorothy Louise Drive, said tract and strip being all of

Block 1 in Dream Hill Estates except Lots 1 to 23, inclusive, all according to plat thereof recorded in Vol. 980, page 146, of the Plat Records of said County and Above referred to. Also the waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts, and all other property or equipment of whatever nature belonging to, attached to or used in connection with said waterworks system, including all easements heretofore reserved over (sold lots in said Dream Hill Estates) for the construction and future repair and maintenance of water mains. There is also included in this conveyance and the said L. Glasberg and J. Glasberg as the owners of the remaining unsold lots in said Dream Hill Estates do hereby expressly give and grant to the grantees herein, as a part of the consideration for the purchase by the grantee of the properties herein conveyed, an easement over three feet of ground of each lot or tract in said Dream Hill Estates now owned by the said L. Glasberg and J. Glasberg along any boundary line or lines thereof for the construction and future repair and maintenance of water mains, and the said L. Glasberg and J. Glasberg hereby agree and bind themselves, their heirs and assigns, that no permanent structure shall be erected within three feet of any boundary line or lines of any lot or tract in said Dream Hill Estates now owned by them without the written consent of the grantees herein being obtained. TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, its successors and assigns, forever. And the Grantees herein do hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said property unto the said grantees herein, its successors and assigns, against the claim or claims of every person whomsoever lawfully claiming or to claim the same, or any part thereof. EXECUTED at San Antonio, Texas, on this the 4 day of January, A.D. 1941,

Seal.

DREAM HILL WATER COMPANY

ATTEST:
 \$2.75 U. S. Revenue Stamps cancelled.
 J. Glasberg
 Assistant Secretary-Acting.

By L. Glasberg
 President
 L. Glasberg
 Individually

STATE OF TEXAS,
 COUNTY OF BEXAR

J. Glasberg
 Individually

BEFORE ME, the undersigned authority, on this day personally appeared L. GLASBERG, President of the DREAM HILL WATER COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon Notary Public in and for
 Bexar County, Texas.

STATE OF TEXAS,
 COUNTY OF BEXAR.

BEFORE ME, the undersigned authority, on this day personally appeared L. GLASBERG and J. GLASBERG, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they each executed the same individually for the purposes and consideration therein expressed. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon Notary Public in and for
 Bexar County, Texas.

Filed for record Jan 4 1941 at 12:12 PM:
 Albert G. Trawalter, County Clerk, Bexar County, Texas.
 By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 4:25 PM.
 Albert G. Trawalter, County Clerk, Bexar County, Texas. By *Flournoe Deon* Deputy.

No. 229488.
 H. K. Cather.

General Warranty Deed. Carl H. Cather, et al.

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: That I, H. K. CATHER, a single man, of Bexar
 COUNTY OF BEXAR

(SEAL) Filed for record Apr. 20, 1933 at 1:11 P.M. Notary Public in and for Bexar County, Texas.
Recorded Apr. 26, 1933 at 10:00 A.M.
George W. Huntress Jr. Co. Clk. Bex. Co. Tex.
By Dillard Coy, Deputy.

Selma Borrcum
Notary Public in and for Bexar County, Texas.

No. 7478 REL. FAV. LIEN MRS. EMMA SURKAMP
THE REAL-ESTATE LAND TITLE AND TRUST COMPANY, TRUSTEE (ASSESSOR'S RECORD),
TRUSTEE

STATE OF PENNSYLVANIA WHEREAS, on the 4th day of March 1929, the City of San Antonio,
COUNTY OF PHILADELPHIA, County of Bexar, State of Texas, issued a special assessment certificate against property
abutting on Walton Street in said city, said property being described as follows: FRONTING
50 feet on the north side of Walton Avenue, same being all of Lot 10, Block 3406, Palm Heights
Addition, as represented by Paving Certificate #18949. To cover the pro-rata cost of im-
proving a portion of said street; and, WHEREAS, said certificate is payable to Jagoe Con-
struction Company, Contractor, and has been duly assigned to The Real Estate-Land Title and
Trust Company, of Philadelphia, Pennsylvania, Trustee, under a certain trust agreement; and,
WHEREAS, all sums due upon said certificate of special assessment have been paid in full;
coupons #1,2,3,4,5,6 (\$74.50). NOW THEREFORE, Know all men by these presents; That we, The
Real Estate-Land Title and Trust Company, Trustee for and in consideration of the full and
final payment of said sum provided in said certificate and assessment, do hereby release
the said premises of all liens created or existing by reason of said certificate, and the
special assessment ordinance passed by the above-named City under the authority of which said
special assessment certificate was issued, and do declare said assessment, fully paid, dis-
charged and satisfied. IN WITNESS WHEREOF, The Real Estate-Land Title and Trust Company,
Trustee, has caused these presents to be executed in its name, this 17th day of April, 1933.

Attest: E. K. Merrill
Assistant Secretary.

THE REAL ESTATE-LAND TITLE AND TRUST COMPANY, TRUSTEE
By L. P. Geiger, Vice President

STATE OF PENNSYLVANIA, BEFORE ME, the undersigned authority, on this day personally
COUNTY OF PHILADELPHIA. appeared L. P. GEIGER, known to me to be the person whose name is subscribed to the fore-
going instrument; and acknowledged to me that he executed the same as the act and deed of
The Real Estate-Land Title and Trust Company, Trustee, for the purposes and consideration
and in the capacity therein stated. Given under my hand and seal of office, this 17th day
of April, 1933.

Harvey C. Douie
Notary Public, Philadelphia County, Pa.
Notary Public, My Commission expires
March 9, 1935.

Filed for record Apr. 20, 1933 at 1:19 P. M.
Recorded Apr. 26, 1933 at 10:25 A. M.
George W. Huntress Jr. Co. Clk. Bex. Co. Tex.
By Dillard Coy, Deputy.

No. 7485 WARRANTY DEED
H. J. SHEARER, ET UX FULTON PROPERTY COMPANY

STATE OF TEXAS, KNOV ALL MEN BY THESE PRESENTS: That we, H. J. Shearer and wife,
COUNTY OF BEXAR; Loula Shearer, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and
valuable consideration to us in hand paid by Fulton Property Company, the receipt of all of
which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these
presents do grant, sell and convey unto the said Fulton Property Company, a corporation, of
San Antonio, Bexar County, Texas, all that certain real estate situated in Bexar County,
Texas, and described as follows: to-wit: Tracts Nos. 6,7,8,9,10,11,15 and 16, in Block One
(1); the entire Twenty-three (23) tracts of Block Two (2); 10 tracts in Block Three (3),

12800

being all of said block except tract No. 49; tracts 58, 62, 63, 64, 66, 67, 68, 69, 70, 71, and 72, in Block Four (4); Tracts 73, 74, 75, 76, 77, 78, 79, 80, 83, 84, 85, 86, in Block Five (5); tracts 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, and 102, in Block No. Six (6); tracts 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 121, 122, and 123, in Block Seven (7); and tracts 124, 125, 126, 127, 128, 129, 130, 131, 135, 136, 137, 138, 139, 140, 141, 103, 105, 104, 106, and 107, in Block Eight (8); all of said tracts being in Dream Hill Estates, a subdivision in Bexar County, Texas, according to plat thereof of record in Volume 980, page 146, of the plat records of Bexar County, Texas. Also that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive, said tract and strip being bounded by said Dorothy Louise Drive, by tracts numbers 15 and 16, and tracts numbers 2 to 14, inclusive, all in block number 1 in said Dream Hill Estates according to said plat. (Also the water works system in said Dream Hill Estates including the wells, tank and pumping equipment located upon said circular tract together with all water mains, pipes, easements, franchises and water contracts and all other property, equipment and supplies belonging or attached to or used in connection with said water works system. To have and to hold the said above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Fulton Property Company, its successors and assigns forever. And we, the said H. J. Shearer and wife, Loula Shearer do hereby bind ourselves, our heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Fulton Property Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Provided, however, that the grantee assumes and agrees to pay all unpaid taxes and assessments of every kind against the 113 tracts described in the first paragraph in the above description of real estate, both back taxes and current taxes; and the grantee assumes and agrees to pay the current taxes for 1933 on the remainder of said property. In testimony whereof, witness our hands this the 19th day of April, A.D. 1933.

STATE OF TEXAS,
COUNTY OF BEXAR,

J. H. Shearer
Loula Shearer

Before me, the undersigned authority, on this day personally appeared H. J. Shearer and wife, Loula Shearer, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said H. J. Shearer acknowledged to me that he executed the same for the purposes and considerations therein expressed. And Loula Shearer, wife of the said H. J. Shearer having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said Loula Shearer, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this the 20th day of April, A.D. 1933.

(SEAL)
\$20.00 rev. stamp can.
L.B.:HVB
R-632
4-19-33

Nell Walker
Notary Public in and for Bexar County,
Texas.

Filed for record Apr. 20, 1933 at 1:57 P. M.
Recorded Apr. 26, 1933 at 11:16 A. M.
George W. Huntress Jr., Co. Clk., Bex. Co. Tex.
By Dillard Coy, Deputy.

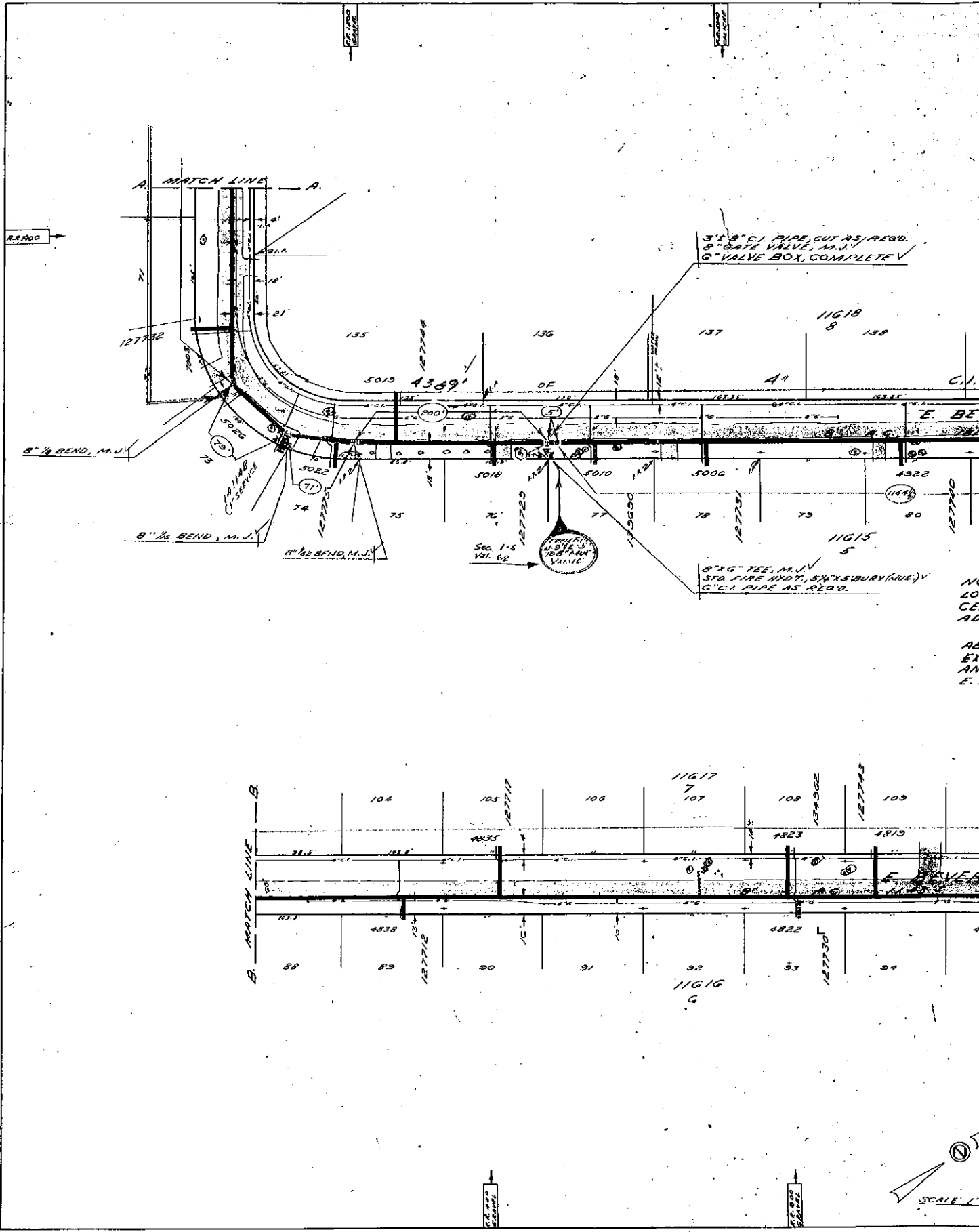
***** L.P. *****

No. 7513
RALPH S. WATSON, ET UX

OIL AND GAS LEASE
OIL AND GAS MINING LEASE

LINDA OIL CO.

AN AGREEMENT, entered into this 7th day of July, 1932, between Ralph S. Watson and wife, Margaret Watson, lessor (whether one or more), and Linda Oil Company, lessee. 1. Lessor,



3' x 8' C.I. PIPE, CUT AS REQ'D.
 8' GATE VALVE, M.V.
 6' VALVE BOX, COMPLETE

R.R. ROAD

A MATCH LINE A

B MATCH LINE B

8' x 6" I.P.E., M.V.
 STD. FIRE HYDRANT, 5 1/2' x 5' x 5' VALVE
 6' C.I. PIPE AS REQ'D.

NO
 LO
 CE
 AD
 AB
 EX
 AN
 E. L

SCALE: 1" = 10'

0005/511

hand and seal of office this 7th day of December, A. D. 1934.

Seal

Doris A. Ewing
Notary Public, Bexar County, Texas.

Filed for Record Dec. 7, 1934 at 10:52 AM
recorded Dec. 7, 1934 at 11:00 AM
Geo. W. Huntress Jr. Co. Clk. Bex. Co. Tex.
By Dillard Coy, Deputy.

Handwritten signature

No. 64202 Release of Lis Pendens
L. Bernice Wood et vir Notice W. S. Bain et al

STATE OF TEXAS :
COUNTY OF CAMERON :
Whereas, on May 25th, 1934, L. Bernice Wood, et vir, filed suit in the 103rd Judicial District of Cameron County, Texas, against B. F. Dittmar Company, a corporation, Property Management Company, a corporation, and Fulton Property Company, a corporation, in Cause No. 13087, alleging in said suit that a judgment had been obtained by the said plaintiff against the defendant B. F. Dittmar Company on the 26th day of March, 1934, and further alleging in said Cause No. 13087, that certain transfers were made by B. F. Dittmar Company to the two defendant corporations aforesaid for the purpose of concealing the assets of said B. F. Dittmar Company, defendant in judgment, and; Whereas, on the 29th day of September, 1934, a Lis Pendens Notice of said Cause No. 13087 was filed with the County Clerk of Bexar County, Texas, of record in Vol. 5, page 489, et seq., Bexar County Lis Pendens Records, and in said notice among other transfers was listed transfer of a \$5,000.00 note from B. F. Dittmar Company to Property Management Company dated July 6, 1932, of record Vol. 1313, pages 75-80, Bexar County Deed Records, said note being secured by a Deed of Trust on Lot Two (2), Block Nine (9), New City Block Three Thousand Ninety-three (3093), located in the City of San Antonio, Bexar County, Texas, and; Whereas, said note was subsequently paid by the makers thereof and a release issued by the said Property Management Company on September 1, 1932, by instrument of record Vol. 1324, page 133, Bexar County Deed of Trust Records, said release being executed and placed of record long prior to the Lis Pendens Notice herein referred to, and; Whereas, said Lis Pendens Notice cast an apparent cloud upon the title to said property which the record owners thereof desire removed: NOW THEREFORE, know all men by these presents: That I, L. Bernice Wood, joined herein by my husband, C. B. Wood, of the County of Cameron, State of Texas, plaintiff in Cause No. 13087, for One (\$1.00) Dollar and other valuable consideration to me paid, the receipt of which is hereby acknowledged, do hereby expressly release, discharge, quit claim and acquit unto W. S. Bain and F. L. Corrigan, the record owners of Lot Two (2), in New City Block aforesaid, all interest which I have or may have in and to the real estate herein specifically described and declare same fully released to all intents and purposes from the Lis Pendens Notice aforesaid. It is understood however, that this is a partial release applicable only to said Lot Two (2), Block Nine (9), New City Block Three Thousand Ninety-three (3093), and shall not adversely affect any other lien or liens held by the undersigned on any other properties referred to or mentioned in Lis Pendens Notice aforesaid. Executed at Harlingen, Texas, this the 28 day of November A. D. 1934.

L. Bernice Wood
C. B. Wood

STATE OF TEXAS :
COUNTY OF CAMERON :
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. B. Wood and L. Bernice Wood, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration

883716

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF BEXAR

} KNOW ALL MEN BY THESE PRESENTS:

That WE, John H. Morse and Catherine H. Morse

of the County of Bexar and State of Texas for and in
consideration of the sum of Ten and No/100 DOLLARS
and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
Charles I. MacDonald and Marian D. MacDonald

of the County of Bexar and State of Texas, all of
the following described real property in Bexar County, Texas, to-wit:

Lot 18, Block 1, New City Block 11611, DREAM HILL ESTATES, City of San Antonio,
Bexar County, Texas, according to plat recorded in Volume 980, Page 146, Deed
and Plat Records, Bexar County, Texas.

RESTRICTIONS: None save those recorded in Volume 1095, Page 620, and Volume
2337, Page 239, Deed Records, Bexar County, Texas.

101-102 2402

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and
appurtenances thereto in anywise belonging, unto the said grantee , their heirs and assigns
forever; and we do hereby bind ourselves, our heirs, executors and administrators to
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees,
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 24 day of March, A. D. 1978

John H. Morse

GRANTED BY

Vol 1088 PAGE 5

0005/489

No. 56400
L. Bernice Wood et vir

vs.

B. F. Dittmar Company
et al

Notice of Lis Pendens.

LIS PENDENS NOTICE

THE STATE OF TEXAS :
COUNTY OF CAMERON : Notice of lis pendens:

Notice is hereby given to all persons, that in the District Court of Cameron County, 103rd Judicial District of Texas, there is pending a certain suit, entitled L. Bernice Wood and husband C. B. Wood against B. F. Dittmar Company, a corporation, Property Management Company, a corporation, and Fulton Property Company, a corporation, numbered 13,087, wherein L. Bernice Wood and C. B. Wood are plaintiffs and B. F. Dittmar Company, a corporation, Property Management Company, a corporation, and Fulton Property Company, a corporation, domiciled in San Antonio, Texas, are the defendants. That such suit is to enforce the collection of a judgment, rendered in said District Court, in suit styled L. Bernice Wood et vir. vs. B. F. Dittmar Company, and in favor of said plaintiffs, against said B. F. Dittmar Company, on March 26th, A. D. 1934, but which was pending since January 25th A. D. 1932, and in amount of \$11,922.30, with 6% per annum interest and costs of suit; and which was duly abstracted in the judgment records of Cameron County, March 27th, A. D. 1934, volume "I" page 614. And in which it is claimed that defendants Property Management Company, and Fulton Property Company, each with a capital stock of \$2000.00, on May 5th A. D. 1932, were chartered, by the president, directors, managers and associates, in control of B. F. Dittmar Company, and out of its assets, with the intent and purpose of using such subcorporations as conduits, instruments, cloaks and shields, to cover up and conceal the assets of said B. F. Dittmar Company, to delay, hinder or defraud plaintiffs and other creditors of said B. F. Dittmar Company. That in pursuance of such scheme and device, acting among themselves, as president and directors of B. F. Dittmar Company, and the other corporations, they did simulate certain transfers, to-wit:

Transfers of certain well secured, first mortgage notes, against real estate, by B. F. Dittmar Company to Property Management Company, to-wit: In Cameron County, Texas;

Date, July 6th, 1932, recorded in volume 89 page 533 of the Deed of Trust Records of Cameron County, Texas, in amount of -----\$58,086.98

Dated July 19th, 1932, recorded in volume 89 page 572 of the Deed of Trust Records of Cameron County, Texas, in the face amount of -----\$823,324.64

In Hidalgo County, Texas;

Dated July 19th, 1932, recorded in volume 120 pages 67-85 of the Deed of Trust Records of Hidalgo County, Texas, in the amount of -----\$572,327.83

Dated July 19th, 1932, recorded in volume 120 pages 270 of the Deed of Trust Records of Hidalgo County, Texas, in the amount of -----\$10,000.00

Dated July 28th, 1932, recorded in volume 120 page 187, Deed of Trust Records of Hidalgo County, Texas, in the face amount of ----- \$ 2,341.69

In Bexar County, Texas;

Dated July 6th, 1932, recorded in volume 1318 pages 73-80. And one dated July 19th, 1932, recorded in volume 1315, pages 243 to 264, and one other, dated July 19th, 1932, and recorded in volume 1330, page 442, all in the Deed of Trust Records of Bexar County, Texas, such notes in the sum of -----\$460,923.72

In Nueces County, Texas;

Dated July 6th, 1932, recorded in volume 85 pages 9-10, and other dated July 19th, 1932, recorded in volume 84 pages 517-520 of the Deed of Trust Records of Nueces County, Texas, in

the face total of -----\$119,236.44

In Tarrant County, Texas;

Dated July 19th, 1932, recorded in volume 1172, page 363 of the Deed of Trust Records of Tarrant County, Texas, in the face total of -----\$ 50,296.39,

and being in the aggregate total of \$2,096,535.39.

That same constituted the entire assets of the said B. F. Dittmar Company, was not in the usual course of its business, was in effect to render such corporation insolvent, and cause it to cease to do business, and without having paid its creditors, including plaintiffs debt. That thereupon the president and directors by provisions of law, became the trustees, to administer the affairs for the protection of the creditors of B. F. Dittmar Company, and such simulated transfers are null and void. That if same passed, that the Property Management Company took same charged with both and equitable and legal lien in favor of plaintiffs and other creditors. That the action of such directors, constitute an attempted preference of themselves as stockholders, and other creditors over the plaintiffs, and are void, and other claims as disclosed by the plaintiffs first amended original petition filed in said cause No. 13,087, on Sept. 22nd, 1934, to which special reference is made for additional information. Plaintiffs allege facts, asking that the Court appoint a receiver to take full charge of the assets and properties of the defendants, and as disclosed by the records of such instruments. That Fulton Property Company, was organized in the manner aforesaid, as a holding company of real estate, taken in the collection of said notes. Plaintiffs are insisting that grounds exist, authorizing the appointment of a receiver to take charge, administer, and distribute equitably among the creditors of B. F. Dittmar Company the assets, which are or were at property of B. F. Dittmar Company, and are subject to their claims, and that of other credits of said B. F. Dittmar Company. For further particulars, special reference is made to plaintiffs' said petition filed in such suit, and also to the said several records as to the properties involved, and against which they are claims liens. Witness our hands this the 28th day of September A. D. 1934.

L. Bernice Wood
C. B. Wood

THE STATE OF TEXAS :
COUNTY OF CAMERON : Before me the undersigned, a notary public in and for Cameron County, Texas, on this day personally appeared C. B. Wood and wife L. Bernice Wood, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said L. Bernice Wood, wife of the said C. B. Wood having been examined by me, privily and apart from her husband and having the same fully explained to her, she, the said L. Bernice Wood, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this the 28th day of September A. D. 1934.

Seal

C. D. Lester
Notary Public Cameron County, Texas.

Filed for Record Sep. 29, 1934 at 9:57 AM
Recorded Sep. 29, 1934 at 10:10 AM
Geo. W. Huntress Jr. Co. Clk. Bex. Co. Tex.
By Dillard Coy, Deputy.

MY
NOTARY
SEAL
#####

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

SPECIAL WARRANTY DEED

REAGAN H. SMITH
to
KAREN M. SCHAUMBURG



THE STATE OF TEXAS

§
§ KNOW ALL MEN BY THESE
§ PRESENTS:
§

COUNTY OF BEXAR

THAT I, REAGAN H. SMITH, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee(s) herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto KAREN M. SCHAUMBURG, all of the following described real property in Bexar County, Texas, to-wit:

Lots Thirteen (13) and Fourteen (14), Block One (1), Dream Hill Estates, an Addition to the City of San Antonio, in said Bexar County, Texas; according to plat thereof recorded in Volume 980, Page 146, Deed and Plat Records of Bexar County, Texas;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee(s), her heirs and assigns forever; and I do hereby bind myself, my heirs and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee(s), his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under me, but not otherwise.

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time:

Any and all restrictions, covenants, conditions, agreements and easements, if any, running to the hereinabove described property, but only to the extent that they are still in effect, shown of record in the hereinabove mentioned County and State and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent that they are still in effect relating to the hereinabove described property, and further subject to all easements and setback lines as reflected on the hereinabove mentioned plat.

EXECUTED this, the 6 day of October, 2008.

REAGAN H. SMITH

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hands at San Antonio, Tex. this 4th day of January A.D. 1941.

55¢ U.S. Rev. Stamps Cancelled

Dr. E.M. Sykes
Mary James Sykes

The State of Texas
County of _____ Before me, the undersigned ^{authority} a Notary Public in and for Bexar County, Texas, on this day personally appeared Dr. E.M. Sykes, well known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 4th day of January A.D. 1941.

Seal

Mary Jean Williams Notary Public in and for
Bexar County, Texas

The State of Texas
County of Bexar: Before me, the undersigned authority a notary public in and for Bexar County, Texas, on this day personally appeared Mary James Sykes wife of Dr. E.M. Sykes, well known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she the said Mary James Sykes wife of the said Dr. E.M. Sykes acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. Given under my hand and seal of office this 4th day of January A.D. 1941.

Seal

Mary Jean Williams Notary Public in and for
Bexar County, Tex.

Filed for record Jan. 4, 1941 at 12:09 P.M.
Albert G. Trawalter County Clerk, Bexar County, Texas
By Frank R. Newton, Jr. Deputy and recorded Jan. 7, 1941 at 4:10 P.M.
Albert G. Trawalter, County Clerk, Bexar County, Texas. By *[Signature]* Deputy

LM - 40

No. 229480

Dream Hill Water Company

Resolution

To The Public

At a meeting of the board of directors of the Dream Hill Water Company, a corporation organized under the laws of the State of Texas, held at the office of said Company in San Antonio, Texas on January 4th 1941, all of said directors being present, the following resolution was offered and unanimously adopted, to-wit: "Whereas, the resident property owners and qualified voters in Dream Hill Estates, in Bexar County, Texas, have duly and legally organized the Bexar County Fresh Water Supply District Number One for the purpose of purchasing, owning and operating the waterworks system and plant as the same now exists in said Dream Hill Estates and have agreed to pay to the said Dream Hill Water Company, the present owner thereof, the sum of \$2500 in cash therefor; "And, whereas, said offer has been fully considered by this board of directors and it is deemed to be to the best interest of said Dream Hill Water Company to accept the same; "Now, therefore, be it resolved: That the officers of this Corporation be and they are hereby fully authorized instructed and empowered to accept the offer of the said Bexar County, Fresh Water Supply District Number One, of Bexar County, Texas, to purchase said waterworks system for the said sum of \$2500 to be paid in cash, and that L. Glasberg, President of said Dream Hill Water Company, be and he is hereby fully authorized, instructed and empowered to consummate said sale and to execute and deliver in the name of and as the binding act and deed of said Dream Hill Water Company a general warranty deed for the consideration above mentioned conveying to said Bexar County Fresh Water Supply District Number One the circular tract of land in Block 1, in said Dream Hill Estates, in Bexar County, Texas, according to the plat thereof recorded in Vol. 980 page 146 of the plat records of said County upon which the wells, elevated tank, and pumping equipment belonging to said waterworks system are located, together with the strip of land connecting said

circular tract with Dorothy Louise Drive in said Dream Hill Estates and together with the entire waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts and all other property or equipment of whatever nature belonging, to, attached to or used in connection with said waterworks system, including all easements heretofore reserved over said lots in said Dream Hill Estates for the construction and future repairs and maintenance of water mains. "Be it further resolved that the said L. Glasberg, President of said Dream Hill Water Company be and he is hereby fully authorized instructed and empowered to execute and deliver for, in the name of, and as the binding acts and deeds of this Corporation any and all other legal instruments of any kind or character which in his judgment may be necessary to consummate the sale of said property to the said Bexar County Fresh Water Supply District Number One for the consideration hereinabove mentioned." I, J. Glasberg, Assistant Secretary, Acting, of the Dream Hill Water Company a corporation, do hereby certify that the foregoing is a true and correct copy of the resolution passed by the board of directors of said Corporation on the 4th day of January A.D. 1941; and I do hereby certify that L. Glasberg is the duly elected and acting President of said Corporation and that I am the duly elected and acting secretary thereof.

Seal

J. Glasberg
Assistant Secretary, Acting

State of Texas
County of Bexar: Before me, the undersigned authority, on this day personally appeared J. Glasberg, Assistant Secretary, Acting, of the Dream Hill Water Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. Given under my hand and seal of office on this the 4th day of January A.D. 1941.

Seal

Robert P. Coon, Notary Public in and for Bexar County
Texas

Filed for record Jan. 4, 1941 at 12:12 P.M.
Albert G. Trawalter County Clerk, Bexar County, Texas
By Frank R. Newton, Jr. Deputy and recorded Jan. 8, 1941 at 9:20 A.M.
Albert G. Trawalter County Clerk, Bexar County, Texas. By *[Signature]* Deputy

E.G. & A.

No. 229525
Roselawn Cemetery Inc.

Cemetery Deed

C.T. Kessler

No. 1204

The State of Texas
County of Bexar: Know all men by these presents; That the Roselawn Cemetery, Incorporated a private corporation duly incorporated under the laws of the State of Texas, having its domicile and its principal place of business in the City of San Antonio, Bexar County, Texas, for and in consideration of the sum of ten dollars and no/100 (\$10.00) dollars and other valuable consideration to it paid by C.T. Kessler the receipt whereof is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto the said C.T. Kessler of Bexar County, Texas, all of that lot, tract or parcel of land described as follows, to-wit Lot numbered 92 Block No. 9 containing 100 square feet, more or less as per map or plat of the Roselawn Cemetery, of record in Book of Plats and deeds, volume 368 page 160-162, on file in office of clerk of Bexar County, Texas. To have and to hold, unto the said C.T. Kessler, his heirs and assigns, forever, as and for a burial place and for no other purpose whatsoever; subject, however to all of the by-laws, rules and regulations of said Corporation as recorded in the books of said Corporation in its main or branch office, and to such changes and alteration in such bylaws, rules and regulations as may hereafter be made or adopted by said Corporation, and that may hereafter be recorded in said books. As a further consideration, it is agreed that the holder, his ex-

May, A.D. 1940.

\$1.00 U.S. Rev. stamp cen.

Mrs. Mary Kelly
As guardian of the person and estate of Andrew
B. Perez, a minor.

THE STATE OF TEXAS:

COUNTY OF BEXAR : BEFORE ME, the undersigned authority, on this day personally appeared
Mrs. Mary Kelly, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that she executed the same as guardian of the person
and estate of Andrew B. Perez, a minor, for the purposes and consideration therein expressed.
Given under my hand and seal of office on this the 26th day of May, 1940.

Seal: Ethel Lancaster
Notary Public in and for Bexar County, Texas.

Filed for record May 29, 1940 at 4:22 P.M.
Albert G. Trawalter, County Clerk Bexar County, Texas. By J. H. Mountjoy deputy
Recorded June 7, 1940 at 9:40 A. M.
Albert G. Trawalter, County Clerk Bexar County, Texas. By L. H. Kaufman deputy
M-L-2

No. 211611
Frank R. Randles Easement Mary M. Parker
Agreement. (Use of Land for Sewer Line)

THE STATE OF TEXAS:

COUNTY OF BEXAR : WHEREAS Mary M. Parker, a feme sole is the owner of the South 105.1
feet of Lot 9 in Block 3, New City Block 2306, in the City of San Antonio, Bexar County,
Texas, and Whereas Frank R. Randles a single man, of Bexar County, Texas is the owner of
the North 52 feet of said lot and block aforementioned, and whereas the sewer line of the
said Mary M. Parker passes through the lot or tract of land aforementioned owned by the
said Frank R. Randles to a connection with the main sewer of the City of San Antonio
Now Therefore, in consideration of the sum of One Dollar, paid by Mary M. Parker to Frank
R. Randles, receipt of which is hereby acknowledged and confessed, I, Frank R. Randles, the
fee simple owner of said 52 feet of land do hereby Grant and Convey to Mary M. Parker,
her heirs and assigns a perpetual right of way and easement over said North 52 feet of Lot
9 in Block 3 New City Block 2306, in the City of San Antonio, Bexar County, Texas, with
right of ingress and egress for the purposes of replacing or making repairs thereto. Ex-
ecuted this the 26th day of May A.D. 1940.

Frank R. Randles

Acknowledgment:

THE STATE OF TEXAS; COUNTY OF BEXAR: BEFORE ME the undersigned authority in and for
Bexar County Texas on this day personally appeared Frank R. Randles, known to me to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me that
he executed the same for purposes and considerations therein expressed. Given under my
hand and seal of office this 26th day of May 1940.

Seal: John F. Perry
Notary Public Bexar County, Texas.

Filed for record May 29, 1940 at 4:27 P.M.
Albert G. Trawalter, County Clerk Bexar County, Texas. By Frank R. Newton Jr. deputy
Recorded June 7, 1940 at 10:00 A.M.
Albert G. Trawalter, County Clerk Bexar County, Texas. By L. H. Kaufman deputy
M-L-2

No. 211612
County of Bexar

Certified Copy Order Bex. Co. Fresh Water
Supply District No. 1. et al.

ORDERS OF COMMISSIONERS' COURT
OF BEXAR COUNTY, TEXAS.
THURSDAY, APRIL 25TH, 1940.

ORDER CANVASSING AND DECLARING RESULTS OF ELECTION.

IN THE COMMISSIONERS' COURT
REGULAR MEETING IN THE ROOMS OF THE
COURT HOUSE IN SAN ANTONIO,
BEXAR COUNTY, TEXAS.

IN THE MATTER of the the Petition of T.N. Anderson and others resident citizens, property

owners and qualified voters in the Dream Hill Estates, to establish a Fresh Water Supply District as in said petition described and designated as "Bexar County Fresh Water Supply District No. 1" (Dream Hill Estates Water Supply District). Be it known, that an election was called for that purpose in said District, and said election was held in the manner and as provided by law on the 20th day of April, A.D. 1940, and a majority of the resident tax-payers voting there in favor of the creation of said District. Now, Therefore, it is ordered by the Commissioners Court of Bexar County, Texas, that a Fresh Water Supply District be and the same is hereby established, under the name of "Bexar County Fresh Water Supply District No. 1", with the following rates and bounds: All that certain tract and parcel of land lying and being situated in Bexar County, Texas, about eight (8) miles Northwest from the City of San Antonio, and containing One Hundred and Twenty-five (125) acres of land, out of the original survey No. 69, in Section Two (2), patented to William H. Steele, assignee of Manuel Tajado, by patent No. Eighty-four (84), Volume Five (5), dated May 20th, 1846, and beginning at the corner of the fence on the Southwest side of the Babcock Road; said beginning point is the original Southeast corner of a Four Hundred and Fourteen and 47/100 (414.47) acres tract of land out of this original survey No. 69; and said beginning point being the South and Southeast corner of the One Hundred and Twenty-five acres herein conveyed, from which beginning point a live oak bear N. 49 deg. 14' W. Sixteen and two-thirds varas, Thence along the Southwest side of the Babcock Road, with its bearings N. 49 deg. 14' W. Four Hundred and Sixty-three Varas; N. 48 deg. 38' W. Three Hundred and Twenty-one varas, N. 48 deg. 01' W. Forty and Nine-tenths varas to a point in the S.W. side of the Babcock Road, and Northern line of said Four Hundred and Fourteen and 47/100 acres tract, for the North corner of the One Hundred and Twenty-five acres herein conveyed. Thence S. 41 deg. 15' W. Eight Hundred and Fifty-five and Two-tenths varas to a point on the Southern end of said 414.47 acres tract, and North line of the Green tract, for Western corner of this One Hundred and Twenty-five acres. Thence S. 48 deg. 45' E. Eight Hundred and Twenty-four and Nine-tenths varas, along N. Line Green survey and W. line this survey to the South or Southern corner of the original 414.47 acres tract, and for the South or Southwest corner of this One Hundred and Twenty-five acres tract. Thence N. 41 deg. 15' Eight Hundred and Fifty-eight varas, along the Southern line of the original 414.47 acres tract, to the place of beginning, so as to contain by actual measurement, one Hundred and Twenty-five (125) acres of land. And upon the canvassing of the votes polled in said election by this Court, the Court further finds that a majority of said qualified votes were cast for the following Supervisors:

T.D. Anderson
 William H. Spice
 Thomas Devine
 J.C. Tweedy
 Carlos W. Coon

each of whom was duly elected, and are hereby declared to be the Supervisors of said District for the term and in the manner provided by law. It is further found upon inspection and canvassing the returns of the election that there was also elected by a majority of the Qualified voters of said District, one Tax-Assessor and Collector, to-wit:

Mrs. Hallie Spice

It is further found that said election was held in proper form and in all ends in the manner provided by law. It is further ordered by the Court that each of said Supervisors shall qualify as Supervisors of said Fresh Water Supply District, within the time and in the manner prescribed by law, in Art. 7881 to Art. 7959, R.S. 1925. The above and foregoing Order was passed, upon motion of County Commissioner J.W. Donnell, and duly seconded by County Commissioner Sam H. Anderson, with all members voting "Aye".

Comm # 20012

2009/570

Certificate

THE STATE OF TEXAS:
 COUNTY OF BEXAR : I, ALBERT G. TRAWALTER, COUNTY CLERK & EX-OFFICIO Clerk of the Commissioners' Court of Bexar County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the "Order Canvassing And Declaring Results of Election", passed by the Commissioners' Court on the 23th day of April, 1940, and as the same appears of record in my office in Volume 13, on pages 64-65 of the Minutes of the Commissioners' Court of Bexar County, Texas. In Testimony Whereof, Witness my hand and official seal, at office in the City of San Antonio, Texas, this the 2nd day of May, A.D. 1940.

Albert G. Trawalter
 County Clerk & Ex-Officio Clerk of the Commissioners'
 Court of Bexar County, Texas.
 Seal: By Marguerite Pope Deputy

Filed for record May 29, 1940 at 4:31 P.M.
 Albert G. Trawalter, County Clerk Bexar County, Texas. By Frank R. Newton Jr. deputy
 Recorded June 7, 1940 at 10:55 A.M.
 Albert G. Trawalter, County Clerk Bexar County, Texas. By Eda Koffman deputy

EX-10

No. 211605
 Edmund Ebensberger et al

Quit-Claim Deed Housing Authority of The
 City of San Antonio, Texas

Project Tex-6-5 USHA Parcel No. 3 46

THE STATE OF TEXAS:
 COUNTY OF BEXAR : KNOW ALL MEN BY THESE PRESENTS: THAT we, Edmund Ebensberger, Individually and as Independent Executor of the Estate of Julia Ebensberger, and wife, Ella Ebensberger, Berthold Ebensberger and wife Frieda V. Ebensberger, Emmie Ebensberger Campbell and husband, James Campbell, each of Kendall County, State of Texas, and Amanda Offer, a feme sole, of Bexar County, State of Texas, for and in consideration of the sum of One Dollar to said grantors cash in hand paid by the grantee hereinafter named and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, do by these presents grant, convey, release and forever Quitclaim unto the Housing Authority of The City of San Antonio, Texas, a Corporation, all of the following described real estate lying and being situated in the City of San Antonio, Bexar County, and State of Texas, and being more particularly described by metes and bounds as follows, to-wit: Beginning at the intersection of the center line of Lombrano Street with the center line of North Hamilton Street; Thence east with the center line of Lombrano Street to where the east line of Lots 11 and 30 in NCB 2101, extended would intersect; Thence south with the east line of lots 11 and 30 in NCB 2101, Lots 11 and 30 in NCB 2104, lots 11 and 30 in NCB 2109 and lots 11 and 30 in NCB 2112, and said line extended, to where said line would intersect with the center line of West Poplar Street; Thence west with the center line of West Poplar Street to the center line of North Hamilton Street; Thence north with the center line of North Hamilton Street to the beginning, together with all improvements thereon: It being our intention to grant, convey, release and forever quitclaim unto the Grantee herein all parcels of land streets, alleys and creek banks embraced within the bounds of the area above described or any part thereof. TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging, unto the said grantee above named, its successors and assigns forever, so that neither the undersigned, nor any person or persons claiming under the undersigned, shall at any time hereafter have, claim or demand any right, title or interest in or to said property or any part thereof. Executed this, the, 7th day of May, A.D. 1940.

Edmund Ebensberger
 Edmund Ebensberger, Individually and as Independent
 Executor of the Estate of Julia Ebensberger

Ella Ebensberger
 Berthold Ebensberger



Alamo Title Company

10010 San Pedro, Suite 700 San Antonio, Texas 78216 Office: 210-340-0456 Fax: 210-340-4528

TITLE SEARCH REPORT

PREPARED FOR: SAWS
Steve Craig
2800 U.S. Hwy 281 N.
San Antonio, TX 78212
RE: 7000 Dorothy Louise Dr.

LEGAL DESCRIPTION: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive, in Dream Hill Estates in Bexar County, Texas, a subdivision of a tract of 125 acres out of the Manuel Tejada Survey No. 89, about 8 miles northwest of the City of San Antonio, Bexar County, Texas.

RECORD OWNER: Bexar County Fresh Water Supply District Number One

BY WARRANTY DEED FILED: January 4th, 1941

RECORDED IN VOLUME: 1799, PAGE: 423, Deed Records of Bexar County, Texas.

LIENS: None of Record

THIS SEARCH IS CURRENT THROUGH THE 30th DAY OF March, 2011 8:00 A.M.

NOTE: THIS TITLE REPORT WAS PERFORMED USING A COMPUTERIZED DATA BASED OWNED AND MAINTAINED BY A THIRD PARTY AND LEASED TO ALAMO TITLE.

THIS TITLE SEARCH IS ISSUED FOR THE USE AND BENEFIT OF THE CUSTOMER SHOWN ABOVE ONLY. CUSTOMER AND COMPANY AGREE THAT THIS TITLE SEARCH DOES NOT REPRESENT A GUARANTY OR WARRANTY AS TO THE INFORMATION CONTAINED HEREIN, AND DOES NOT CONSTITUTE AN ABSTRACT OR WARRANTY AS TO THE INFORMATION CONTAINED HEREIN, AND DOES NOT CONSTITUTE AN ABSTRACT OF TITLE, TITLE COMMITMENT, TITLE POLICY OR ANY FORM OF TITLE INSURANCE. CUSTOMER AGREES THAT IN THE EVENT OF ANY OMISSIONS, MISTAKES OR ERRORS IN THE TITLE SEARCH, CUSTOMER'S SOLE REMEDY SHALL BE TO ACCEPT A REFUND OF THE COST OF THE TITLE SEARCH AND REIMBURSEMENT OF ANY OTHER EXPENSES OR DAMAGES INCURRED BY CUSTOMER AND ESTABLISHED TO THE SATISFACTION OF COMPANY UP TO AN ABSOLUTE MAXIMUM OF \$1,000.00 AS LIQUIDATED DAMAGES. CUSTOMER ACCEPTS THIS TITLE SEARCH UNDER THE TERMS AND CONDITIONS SET OUT HEREIN NOTWITHSTANDING ANY CONFLICTING ORAL OR WRITTEN STATEMENTS OR REPRESENTATIONS MADE BY COMPANY, CUSTOMER OR ANY OTHER PARTY.

Ty Ahin

Digitally signed by Ty Ahin
DN: cn=Ty Ahin, c=US,
email=ty.ahin@inf.com
Date: 2011.04.08 11:43:53
+05'00'

Alamo Title Company

Warranty Deed
Fulton Property Company to
Dream Hill Water Company
Recorded May 22, 1933

**Order Canvassing and
Declaring Results of Election regarding establishment of
Bexar County Fresh Water Supply District Number One
Recorded June 7, 1940**

May, A.D. 1940.

\$1.00 U.S. Rev. stamp can.

Mrs. Mary Kelly
AS guardian of the person and estate of Andrew
B. Perez, a minor.

THE STATE OF TEXAS:

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

Mrs. Mary Kelly, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as guardian of the person and estate of Andrew B. Perez, a minor, for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 28th day of May, 1940.

Seal:

Ethel Lancaster
Notary Public in and for Bexar County, Texas.

Filed for record May 29, 1940 at 4:22 P.M.

Albert G. Trawalter County Clerk Bexar County, Texas. By J. W. Mountjoy deputy

Recorded June 7, 1940 at 9:40 A. M.

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

Nil

No. 211611

Frank R. Randles

Easement

Mary M. Parker

Agreement. (Use of Land for Sewer Line)

THE STATE OF TEXAS:

COUNTY OF BEXAR : WHEREAS Mary M. Parker, a feme sole is the owner of the South 105.1

feet of Lot 9 in Block 3, New City Block 2308, in the City of San Antonio, Bexar County,

Texas, and Whereas Frank R. Randles a single man, of Bexar County, Texas is the owner of

the North 52 feet of said lot and block aforementioned, and whereas the sewer line of the

said Mary M. Parker passes through the lot or tract of land aforementioned owned by the

said Frank R. Randles to a connection with the main sewer of the City of San Antonio

Now Therefore, in consideration of the sum of One Dollar, paid by Mary M. Parker to Frank

R. Randles, receipt of which is hereby acknowledged and confessed, I, Frank R. Randles, the

fee simple owner of said 52 feet of land do hereby Grant and Convey to Mary M. Parker,

her heirs and assigns a perpetual right of way and easement over said North 52 feet of Lot

9 in Block 9 New City Block 2308, in the City of San Antonio, Bexar County, Texas, with

right of ingress and egress for the purposes of replacing or making repairs thereto. Ex-

ecuted this the 28th day of May A.D. 1940.

Frank R. Randles

Acknowledgment:

THE STATE OF TEXAS: COUNTY OF BEXAR: BEFORE ME the undersigned authority in and for

Bexar County Texas on this day personally appeared Frank R. Randles, known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that

he executed the same for purposes and considerations therein expressed. Given under my

hand and seal of office this 28th day of May 1940.

Seal:

John F. Perry
Notary Public Bexar County, Texas.

Filed for record May 29, 1940 at 4:27 P.M.

Albert G. Trawalter, County Clerk Bexar County, Texas. By Frank R. Newton Jr. deputy

Recorded June 7, 1940 at 10:00 A.M.

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

Nil

No. 211612

County of Bexar

Certified Copy Order

Bex. Co. Fresh Water
Supply District No. 1. et al.

ORDERS OF COMMISSIONERS' COURT
OF BEXAR COUNTY, TEXAS.
THURSDAY, APRIL 25TH, 1940.

ORDER CANVASSING AND DECLARING RESULTS OF ELECTION.

IN THE COMMISSIONERS' COURT
REGULAR MEETING IN THE ROOMS OF THE
COURT HOUSE IN SAN ANTONIO,
BEXAR COUNTY, TEXAS.

IN THE MATTER of the the Petition of T.D. Anderson and others resident citizens, property

owners and qualified voters in the Dream Hill Estates, to establish a Fresh Water Supply District as in said petition described and designated as "Bexar County Fresh Water Supply District No. 1" (Dream Hill Estates Water Supply District). Be it known, that an election was called for that purpose in said District, and said election was held in the manner and as provided by law on the 20th day of April, A.D. 1940, and a majority of the resident tax-payers voting there in favor of the creation of said District. [Now, Therefore, it is ordered by the Commissioners Court of Bexar County, Texas, that a Fresh Water Supply District be and the same is hereby established, under the name of "Bexar County Fresh Water Supply District No. 1", with the following metes and bounds: All that certain tract and parcel of land lying and being situated in Bexar County, Texas, about eight (8) miles Northwest from the City of San Antonio, and containing One Hundred and Twenty-five (125) acres of land, out of the original survey No. 89, in Section Two (2), patented to William H. Steele, assignee of Manuel Tejado, by patent No. Eighty-four (84), Volume Five (5), dated May 20th, 1846, and beginning at the corner of the fence on the Southwest side of the Babcock Road; said beginning point is the original Southeast corner of a Four Hundred and Fourteen and 47/100 (414.47) acres tract of land out of this original survey No. 89; and said beginning point being the South and Southeast corner of the One Hundred and Twenty-five acres herein conveyed, from which beginning point a live oak bear N. 49 deg. 14' W. Sixteen and two-thirds varas, Thence along the Southwest side of the Babcock Road, with its meanders N. 49 deg. 14' W. Four Hundred and Sixty-three Varas; N. 48 deg. 58' W. Three Hundred and Twenty-one varas, N. 48 deg. 01" W. Forty and Nine-tenths varas to a point in the S.W. side of the Babcock Road, and Northern line of said Four Hundred and Fourteen and 47/100 acres tract, for the North corner of the One Hundred and Twenty-five acres herein conveyed. Thence S. 41 deg. 15' W. Eight Hundred and Fifty-five and Two-tenths varas to a point on the Southern end of said 414.47 acres tract, and North line of the Green tract, for Western corner of this One Hundred and Twenty-five acres. Thence S. 48 deg. 45' E. Eight Hundred and Twenty-four and Nine-tenths varas, along N. Line Green survey and W. line this survey to the South or Southern corner of the original 414.47 acres tract, and for the South or Southwest corner of this One Hundred and Twenty-five acres tract. Thence N. 41 deg. 15' Eight Hundred and Fifty-eight varas, along the Southern line of the original 414.47 acres tract, to the place of beginning, so as to contain by actual measurement, one Hundred and Twenty-five (125) acres of land.] And upon the canvassing of the votes polled in said election by this Court, the Court further finds that a majority of said qualified votes were cast for the following Supervisors:

T.D. Anderson
 William H. Spice
 Thomas Devine
 J.C. Tweedy
 Carlos W. Coon

each of whom was duly elected, and are hereby declared to be the Supervisors of said District for the term and in the manner provided by law. It is further found upon inspection and canvassing the returns of the election that there was also elected by a majority of the Qualified voters of said District, one Tax-Assessor and Collector, to-wit:

Mrs Hallie Spice

It is further found that said election was held in proper form and in all ends in the manner provided by law. If is further ordered by the Court that each of said Supervisors shall qualify as Supervisors of said Fresh Water Supply District, within the time and in the manner prescribed by law, in Art. 7881 to Art. 7959, R.S. 1925. The above and foregoing Order was passed, upon motion of County Commissioner J.W. Donnell, and duly seconded by County Commissioner Sam H. Anderson, with all members Voting "Aye".

Comm # 20012

Certificate

THE STATE OF TEXAS:

COUNTY OF BEXAR : I, ALBERT G. TRAWALTER, COUNTY CLERK & EX-OFFICIO Clerk of the Commissioners' Court of Bexar County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the "Order Canvassing And Declaring Results of Election", passed by the Commissioners' Court on the 25th day of April, 1940, and as the same appears of record in my office in Volume 13, on pages 64-65 of the Minutes of the Commissioners' Court of Bexar County, Texas. In Testimony Whereof, Witness my hand and official seal, at office in the City of San Antonio, Texas, this the 2nd day of May, A.D. 1940.

Albert G. Trawalter
County Clerk & Ex-Officio Clerk of the Commissioners'
Court of Bexar County, Texas.

Seal:

By Marguerite Pape Deputy

Filed for record May 29, 1940 at 4:31 P.M.

Albert G. Trawalter, County Clerk Bexar County, Texas. By Frank R. Newton Jr. deputy

Recorded June 7, 1940 at 10:55 A.M.

Albert G. Trawalter, County Clerk Bexar County, Texas. By Isa Koffman deputy

LH--60

No. 211605

Edmund Ebensberger et al

Quit-Claim Deed

Housing Authority of The
City of San Antonio, Texas

Project Tex-6-5 USHA Parcel No. 3 46

THE STATE OF TEXAS:

COUNTY OF BEXAR : KNOW ALL MEN BY THESE PRESENTS: THAT WE, Edmund Ebensberger, Individ-

ually and as Independent Executor of the Estate of Julia Ebensberger, and wife, Ella Ebensberger, Berthold Ebensberger and wife Frieda V. Ebensberger, Emmie Ebensberger Campbell and husband, James Campbell, each of Kendall County, State of Texas, and Amanda Offer, a feme sole, of Bexar County, State of Texas, for and in consideration of the sum of One Dollar to said grantors cash in hand paid by the grantee hereinafter named and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, do by these presents grant, convey, release and forever Quitclaim unto the Housing Authority of The City of San Antonio, Texas, a Corporation, all of the following described real estate lying and being situated in the City of San Antonio, Pexar County, and State of Texas, and being more particularly described by metes and bounds as follows, to-wit: Beginning at the intersection of the center line of Lombrano Street with the center line of North Hamilton Street; Thence east with the center line of Lombrano Street to where the east line of Lots 11 and 30 in NCB 2101, extended would intersect; Thence south with the east line of lots 11 and 30 in NCB 2101, Lots 11 and 30 in NCB 2104, lots 11 and 30 in NCB 2109 and lots 11 and 30 in NCB 2112, and said line extended, to where said line would intersect with the center line of West Poplar Street; Thence west with the center line of West Poplar Street to the center line of North Hamilton Street; Thence north with the Center line of North Hamilton Street to the beginning. together with all improvements thereon. It being our intention to grant, convey, release and forever quitclaim unto the Grantee herein all parcels of land streets, alleys and creek banks embraced within the bounds of the area above described or any part thereof. TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging, unto the said grantee above named, its successors and assigns forever, so that neither the undersigned, nor any person or persons claiming under the undersigned, shall at any time hereafter have, claim or demand any right, title or interest in or to said property or any part thereof. Executed this, the, 7th day of May, A.D. 1940.

Edmund Ebensberger
Edmund Ebensberger, Individually and as Independent
Executor of the Estate of Julie Ebensberger

Ella Ebensberger
Berthold Ebensberger

Deed
Dream Hill Water Company to
Bexar County Fresh Water Supply District Number One
Recorded January 4, 1941

ment belonging to said waterworks system are located, together with the strip of land connecting said circular tract with Dorothy Louise Drive in said Dream Hill Estates and together with the entire waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts, and all other property or equipment of whatever nature belonging to, attached to or used in connection with said waterworks system including all easements heretofore reserved over sold lots in said Dream Hill Estates for the construction and future repair and maintenance of water mains. " BE IT FURTHER RESOLVED that the said L. GLASBERG, President of said DREAM HILL WATER COMPANY, be and he is hereby fully authorized, instructed and empowered to execute and deliver for, in the name of, and as the binding acts and deeds of this Corporation, any and all other legal instruments of any kind or character which in his judgment may be necessary to consummate the sale of said property to the said Bexar County Fresh Water Supply District Number One for the consideration hereinabove mentioned." I, J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, do hereby certify that the foregoing is a true and correct copy of the resolution passed by the stockholders of said Corporation on the 4th day of January, A.D. 1941; and I do hereby certify that L. Glasberg is the duly elected and acting President of said Corporation and that I am the duly elected and acting assistant secretary thereof.

Seal.

J. Glasberg
Assistant Secretary, Acting.

STATE OF TEXAS,
COUNTY OF BEXAR. BEFORE ME, the undersigned authority, on this day personally appeared J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon
Notary Public in and for Bexar County, Texas

Filed for record Jan 4 1941 at 12:12 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas.
By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 3:55 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas. By J. Lawrence Brown, Deputy.

No. 229482.
Dream Hill Water Company, et al. Deed.

Bexar County (Fresh Water Supply District Number One. 1799/423)

STATE OF TEXAS,
COUNTY OF BEXAR. KNOW ALL MEN BY THESE PRESENTS: THAT the DREAM HILL WATER COMPANY, a corporation, of Bexar County, Texas, acting herein by and through L. GLASBERG, its duly authorized President, joined herein by the said L. GLASBERG and J. GLASBERG individually, as the sole and only stockholders of said Corporation, for and in consideration of the sum of Twenty-five Hundred and No/100 Dollars (\$2500) to it cash in hand paid by the BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, of Bexar County, Texas, the following described property, to-wit: All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive, in Dream Hill Estates, in Bexar County, Texas, a subdivision of a tract of 125 acres out of the Manuel Tejada Survey No. 89, about 8 miles northwest of the City of San Antonio, in said County, according to the plat of said subdivision recorded in Vol. 980 page 146, of the Plat Records of said County, said circular tract being bounded on all sides by Lots 2 to 16, inclusive, in Block 1, in said Dream Hill Estates, and said strip of land being bounded on the north by Lot 15, on the south by Lot 14, on the east of said circular tract and on the west by the east line of Dorothy Louise Drive, said tract and strip being all of

Block 1 in Dream Hill Estates except Lots 1 to 23, inclusive, all according to plat thereof recorded in Vol. 980, page 146, of the Plat Records of said County and Above referred to. Also the waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts, and all other property or equipment of whatever nature belonging to, attached to or used in connection with said waterworks system, including all easements heretofore reserved over (sold lots in said Dream Hill Estates) for the construction and future repair and maintenance of water mains. There is also included in this conveyance and the said L. Glasberg and J. Glasberg as the owners of the remaining unsold lots in said Dream Hill Estates do hereby expressly give and grant to the grantee herein, as a part of the consideration for the purchase by the grantee of the properties herein conveyed, an easement over three feet of ground of each lot or tract in said Dream Hill Estates now owned by the said L. Glasberg and J. Glasberg along any boundary line or lines thereof for the construction and future repair and maintenance of water mains, and the said L. Glasberg and J. Glasberg hereby agree and bind themselves, their heirs and assigns, that no permanent structure shall be erected within three feet of any boundary line or lines of any lot or tract in said Dream Hill Estates now owned by them without the written consent of the grantee herein being obtained. TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, its successors and assigns, forever. And the Grantees herein do hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said property unto the said grantee herein, its successors and assigns, against the claim or claims of every person whomsoever lawfully claiming or to claim the same, or any part thereof. EXECUTED at San Antonio, Texas, on this the 4 day of January, A.D. 1941,

Seal.

ATTEST:
 \$2.75 U. S. Revenue Stamps cancelled.
 J. Glasberg
 Assistant Secretary-Acting.

DREAM HILL WATER COMPANY

By L. Glasberg
 President
 L. Glasberg
 Individually

J. Glasberg
 Individually

STATE OF TEXAS,
 COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared L. GLASBERG, President of the DREAM HILL WATER COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon Notary Public in and for
 Bexar County, Texas.

STATE OF TEXAS,
 COUNTY OF BEXAR.

BEFORE ME, the undersigned authority, on this day personally appeared L. GLASBERG and J. GLASBERG, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they each executed the same individually for the purposes and consideration therein expressed. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon Notary Public in and for
 Bexar County, Texas.

Filed for record Jan 4 1941 at 12:12 PM:
 Albert G. Trawalter, County Clerk, Bexar County, Texas.
 By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 4:25 PM.
 Albert G. Trawalter, County Clerk, Bexar County, Texas. By Lawrence D. Coon Deputy.

No. 229488.
 H. K. Cather.

General Warranty Deed.

Carl H. Cather, et al.

STATE OF TEXAS
 COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That I, H. K. CATHER, a single man, of Bexar

Dream Hill Water Company
Resolution No. 229481
Recorded January 7, 1941

SELLERS

90¢ State Note Stamps cancelled.

H. K. Hockaday.
H. K. Hockaday

Mrs. Louise Hockaday
Louise Hockaday

BUYER:

L H Blessing

L.H. Blessing

STATE OF TEXAS)
COUNTY OF BEXAR) Before me, the undersigned authority on this day personally appeared H. K. Hockaday and Louise Hockaday his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said H. K. Hockaday acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Louise Hockaday, wife of the said H. K. Hockaday having been examined by me privily and apart from her husband, and having such instrument fully explained to her, she, the said Louise Hockaday, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this 16th day of December, 1940.

Seal.

Mary N. Smith Notary Public in and for
Bexar County, Texas.

STATE OF TEXAS)
COUNTY OF BEXAR) Before me, the undersigned authority on this day personally appeared L. H. Blessing, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 4th day of January A.D. 1941.

Seal.

E A Naranjo Notary Public in and for
Bexar County, Texas.

Filed for record Jan 4 1941 at 11:19 AM.
Albert G. Trawalter, County Clerk, Bexar County, Texas.
By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 3:18 PM.
Albert G. Trawlater, County Clerk, Bexar County, Texas. By *Lawrence D. ...* Deputy.

No. 229481.
L. Glassberg.

Resolution.

To The Public.

At a meeting of the stockholders of the DREAM HILL WATER COMPANY, a corporation organized under the laws of the State of Texas, held at the office of said Company in San Antonio, Texas, on January 4 1941, all of said stockholders being present, namely J. GLASBERG and L. GLASBERG, they being the owners of all of the stock of said Corporation, the following resolution was offered and unanimously adopted, to-wit: "WHEREAS, the resident property owners and qualified voters in Dream Hill Estates, in Bexar County, Texas, have duly and legally organized the BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE for the purpose of purchasing, owning and operating the waterworks system and plant as the same now exists in said Dream Hill Estates and have agreed to pay to the said Dream Hill Water Company, the present owner thereof, the sum of \$2500 in cash therefor; " AND, WHEREAS, said offer has been fully considered and it is deemed to be to the best interest of said Dream Hill Water Company and its stockholders to accept the same; "NOW, THEREFORE, BE IT RESOLVED: That the directors and officers of this Corporation be and they are hereby fully authorized, instructed and empowered to accept the offer of the said Bexar County Fresh Water Supply District Number One, of Bexar County, Texas, to purchase said waterworks system for the said sum of \$2500 to be paid in cash, and that L. Glasberg, President of said Dream Hill Water Company, is hereby fully authorized, instructed and empowered to consummate said sale and to convey for and in behalf of said Corporation by general warranty deed, for the consideration above mentioned, to said Bexar County Fresh Water Supply District Number One the circular tract of land in Block 1, in said Dream Hill Estates, in Bexar County, Texas, according to the plat thereof recorded in Vol. 980, page 146, of the Plat Records of said County, upon which the wells, elevated tank, and pumping equip-

ment belonging to said waterworks system are located, together with the strip of land connecting said circular tract with Dorothy Louise Drive in said Dream Hill Estates and together with the entire waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts, and all other property or equipment of whatever nature belonging to, attached to or used in connection with said waterworks system including all easements heretofore reserved over sold lots in said Dream Hill Estates for the construction and future repair and maintenance of water mains. " BE IT FURTHER RESOLVED that the said L. GLASBERG, President of said DREAM HILL WATER COMPANY, be and he is hereby fully authorized, instructed and empowered to execute and deliver for, in the name of, and as the binding acts and deeds of this Corporation, any and all other legal instruments of any kind or character which in his judgment may be necessary to consummate the sale of said property to the said Bexar County Fresh Water Supply District Number One for the consideration hereinabove mentioned." I, J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, do hereby certify that the foregoing is a true and correct copy of the resolution passed by the stockholders of said Corporation on the 4th day of January, A.D. 1941; and I do hereby certify that L. Glasberg is the duly elected and acting President of said Corporation and that I am the duly elected and acting assistant secretary thereof.

Seal.

J. Glasberg
Assistant Secretary, Acting.

STATE OF TEXAS,
COUNTY OF BEXAR. BEFORE ME, the undersigned authority, on this day personally appeared J. GLASBERG, Assistant Secretary, Acting, of the DREAM HILL WATER COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN under my hand and seal of office on this the 4th day of January, A.D. 1941.

Seal.

Robert P Coon
Notary Public in and for Bexar County, Texas

Filed for record Jan 4 1941 at 12:12 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas.
By Frank R Newton Jr., Deputy and recorded January 7, 1941 at 3:55 PM.
Albert G. Trawalter, County Clerk, Bexar County, Texas. By J. Lawrence Brown, Deputy.

No. 229482.
Dream Hill Water Company, et al. Deed.

Bexar County (Fresh Water Supply District Number One. 1799/423)

STATE OF TEXAS,
COUNTY OF BEXAR. KNOW ALL MEN BY THESE PRESENTS: THAT the DREAM HILL WATER COMPANY, a corporation, of Bexar County, Texas, acting herein by and through L. GLASBERG, its duly authorized President, joined herein by the said L. GLASBERG and J. GLASBERG individually, as the sole and only stockholders of said Corporation, for and in consideration of the sum of Twenty -five Hundred and No/100 Dollars (\$2500) to it cash in hand paid by the BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NUMBER ONE, of Bexar County, Texas, the following described property, to-wit:
All that circular tract of land together with the strip of land connecting said circular tract with Dorothy Louise Drive, in Dream Hill Estates, in Bexar County, Texas, a subdivision of a tract of 125 acres out of the Manuel Tejada Survey No. 89, about 8 miles northwest of the City of San Antonio, in said County, according to the plat of said subdivision recorded in Vol. 980 page 146, of the Plat Records of said County, said circular tract being bounded on all sides by Lots 2 to 16, inclusive, in Block 1, in said Dream Hill Estates, and said strip of land being bounded on the north by Lot 15, on the south by Lot 14, on the east of said circular tract and on the west by the east line of Dorothy Louise Drive, said tract and strip being all of

Dream Hill Water Company
Resolution No. 229480
Recorded January 8, 1941

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hands at San Antonio, Tex. this 4th day of January A.D. 1941.

55¢ U.S. Rev. Stamps Cancelled Dr. E.M. Sykes
Mary James Sykes

The State of Texas authority
County of _____ Before me, the undersigned/a Notary Public in and for Bexar County, Texas, on this day personally appeared Dr. E.M. Sykes, well known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 4th day of January A.D. 1941.

Seal Mary Jean Williams Notary Public in and for
Bexar County, Texas

The State of Texas
County of Bexar: Before me, the undersigned authority a notary public in and for Bexar County, Texas, on this day personally appeared Mary James Sykes wife of Dr. E.M. Sykes, well known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she the said Mary James Sykes wife of the said Dr. E.M. Sykes acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. Given under my hand and seal of office this 4th day of January A.D. 1941.

Seal Mary Jean Williams Notary Public in and for
Bexar County, Tex.

Filed for record Jan. 4, 1941 at 12:09 P.M
Albert G. Trawalter County Clerk, Bexar County, Texas
By Frank R. Newton, Jr. Deputy and recorded Jan. 7, 1941 at 4:10 P.M
Albert G. Trawalter, County Clerk, Bexar County, Texas. By *[Signature]* Deputy

- L.M. - - 60 -

No. 229480
Dream Hill Water Company Resolution To The Public

At a meeting of the board of directors of the Dream Hill Water Company, a corporation organized under the laws of the State of Texas, held at the office of said Company in San Antonio, Texas on January 4th 1941, all of said directors being present, the following resolution was offered and unanimously adopted, to-wit: "Whereas, the resident property owners and qualified voters in Dream Hill Estates, in Bexar County, Texas, have duly and legally organized the Bexar County Fresh Water Supply District Number One for the purpose of purchasing, owning and operating the waterworks system and plant as the same now exists in said Dream Hill Estates and have agreed to pay to the said Dream Hill Water Company, the present owner thereof, the sum of \$2500 in cash therefor; "And, whereas, said offer has been fully considered by this board of directors and it is deemed to be to the best interest of said Dream Hill Water Company to accept the same; "Now, therefore, be it resolved: That the officers of this Corporation be and they are hereby fully authorized instructed and empowered to accept the offer of the said Bexar County, Fresh Water Supply District Number One, of Bexar County, Texas, to purchase said waterworks system for the said sum of \$2500 to be paid in cash, and that L. Glasberg, President of said Dream Hill Water Company, be and he is hereby fully authorized, instructed and empowered to consummate said sale and to execute and deliver in the name of and as the binding act and deed of said Dream Hill Water Company a general warranty deed for the consideration above mentioned conveying to said Bexar County Fresh Water Supply District Number One the circular tract of land in Block 1, in said Dream Hill Estates, in Bexar County, Texas, according to the plat thereof recorded in Vol. 980 page 146 of the plat records of said County upon which the wells, elevated tank, and pumping equipment belonging to said waterworks system are located, together with the strip of land connecting said

circular tract with Dorothy Louise Drive in said Dream Hill Estates and together with the entire waterworks system in said Dream Hill Estates, including the wells, the elevated tank and pumping equipment located in and upon said tract, together with all pipes, pipe lines, mains, water plugs, easements, franchises, water contracts and all other property or equipment of whatever nature belonging to, attached to or used in connection with said waterworks system, including all easements heretofore reserved over sold lots in said Dream Hill Estates for the construction and future repairs and maintenances of water mains. "Be it further resolved that the said L. Glasberg, President of said Dream Hill Water Company be and he is hereby fully authorized instructed and empowered to execute and deliver for, in the name of, and as the binding acts and deeds of this Corporation any and all other legal instruments of any kind or character which in his judgment may be necessary to consummate the sale of said property to the said Bexar County Fresh Water Supply District Number One for the consideration hereinabove mentioned." I, J. Glasberg, Assistant Secretary, Acting, of the Dream Hill Water Company a corporation, do hereby certify that the foregoing is a true and correct copy of the resolution passed by the board of directors of said Corporation on the 4th day of January A.D. 1941; and I do hereby certify that L. Glasberg is the duly elected and acting President of said Corporation and that I am the duly elected and acting secretary thereof.

Seal

J. Glasberg
Assistant Secretary, Acting

State of Texas
County of Bexar: Before me, the undersigned authority, on this day personally appeared J. Glasberg, Assistant Secretary, Acting, of the Dream Hill Water Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. Given under my hand and seal of office on this the 4th day of January A.D. 1941.

Seal

Robert P. Coon, Notary Public in and for Bexar County
Texas

Filed for record Jan. 4, 1941 at 12:12 P.M.
Albert G. Trawalter County Clerk, Bexar County, Texas
By Frank R. Newton, Jr. Deputy and recorded Jan. 8, 1941 at 9:20 A.M.
Albert G. Trawalter County Clerk, Bexar County, Texas. By *[Signature]* Deputy

E.G. Ea

No. 229525
Roselawn Cemetery Inc.

Cemetery Deed

C.T. Kessler

No. 1204

The State of Texas
County of Bexar: Know all men by these presents; That the Roselawn Cemetery, Incorporated a private corporation duly incorporated under the laws of the State of Texas, having its domicile and its principal place of business in the City of San Antonio, Bexar County, Texas, for and in consideration of the sum of ten dollars and no/100 (\$10.00) dollars and other valuable consideration to it paid by C.T. Kessler the receipt whereof is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto the said C.T. Kessler of Bexar County, Texas, all of that lot, tract or parcel of land described as follows, to-wit Lot numbered 92 Block No. 9 containing 100 square feet, more or less as per map or plat of the Roselawn Cemetery, of record in Book of Plats and deeds, volume 368 page 160-162, on file in office of clerk of Bexar County, Texas. To have and to hold, unto the said C.T. Kessler his heirs and assigns, forever, as and for a burial place and for no other purpose whatsoever; subject, however to all of the by-laws, rules and regulations of said Corporation as recorded in the books of said Corporation in its main or branch office, and to such changes and alteration in such bylaws, rules and regulations as may hereafter be made or adopted by said Corporation, and that may hereafter be recorded in said books. As a further consideration, it is agreed that the holder, his ex-

**Minutes of the Meeting of
Water Works Board of Trustees
September 6, 1957**

MEETING OF WATER WORKS BOARD OF TRUSTEES

September 6, 1957

At a regular meeting of the Water Works Board of Trustees on Friday, September 6, 1957, the following were present, with the Vice Chairman presiding:

A. C. Anderson, Vice Chairman
William C. Clegg
Harold W. Keller

R. A. Thompson, Jr.
Austin P. Hancock
Robert Sawtelle
Louise L. White

Minutes. Upon motion, duly seconded, the minutes of August 16 were approved as entered.

Artesia Station--additional land. Mr. Clegg reported that he had talked with Mr. Joe Freeman on the subject of the San Antonio Livestock Commission's releasing to this Board certain property out of the extreme north section of the Coliseum tract needed for expansion of the Artesia Station and that he would pursue the matter further with Mr. Freeman. Mr. Sawtelle stated that it would be in order to authorize Mr. Clegg to meet with the Livestock Commission board to put before them the request for the required tract.

Northridge tank location. Upon motion and second, it was unanimously ordered that the meeting of September 20 be designated a public meeting to hear objections to the Northridge tank site.

Research and Planning Council report. It was moved, seconded and ordered that the special report prepared and submitted by the Research and Planning Council at the request of the Board on the organizational structure and functional procedures be accepted and that the Manager in behalf of the Board express by letter appreciation for the considerable time and effort required in its preparation.

Chief Engineer. Upon motion and second, it was ordered to table the matter of selecting a Chief Engineer provided by the authorized organizational alignment.

Dream Hill Estates water service. Upon motion and second, the following resolution was unanimously ordered:

WHEREAS, the City Attorney's office, in an opinion rendered in connection with a suit filed for declaratory judgment by the Bexar County Fresh Water Supply District No. One vs. City of San Antonio, et al, has stated that such District "is no longer in existence" and that, within ninety days following the annexation of the territory previously known as Dream Hill Estates, the properties, assets and liabilities of such District automatically became the responsibility of the City of San Antonio; and

WHEREAS, it is the established Board policy to provide adequate water service to all citizens wherever possible;

NOW THEREFORE BE IT RESOLVED BY THE WATER WORKS BOARD OF TRUSTEES:

1. That the management be and it is hereby authorized to extend the projected main along Babcock Road northwesterly from Callaghan Road to provide water service for residents of Dream Hill Estates; and

2. That the Management is hereby authorized to acquire suitable property adjacent to Babcock Road to construct and equip a well as a primary source for the Northwest High Service area.

PASSED AND APPROVED this 6th day of September, A. D. 1957.

ATTEST:

Louise L. White
Secretary

Floyd V. Price
Chairman

Upon recommendation of the Manager, and upon motion duly seconded, the following resolutions were unanimously authorized:

Lions Park tank site. That the Manager be authorized to enter condemnation suit to acquire Lots 32, 33, 34 and 35 in New City Block 7521, as a site for the Lions Park elevated tank, the purchase of which had been previously authorized.

Nevada Street property. That the Manager be authorized to purchase Lots 3, 4 and 5, NCB 622, at a price of \$13,500, and Lot A-13 for \$5,500, or a total of \$19,000, such lots being required for the expansion of the Nevada Street warehouse and equipment storage facilities.

Organizational changes. That organizational changes be authorized as follows:

- a) Establishment of the position of Assistant Administrator;
- b) Abandonment of present entire Finance Department structure and the establishment in place thereof:
 1. Comptroller Department, which will include:
 - General Accounting Division
 - Machine Accounting Division
 - Internal Audit Division; and a
 - Budget Section, directly under the Department Director;
 2. Finance Department, which will include:
 - Cash Receipts Division
 - Cash Disbursements Division
 - Credit and Delinquent Accounts Division
 3. Purchasing Department, to include responsibility for all operations of both purchasing and contracting;
- c) Removal from Customer Service Department of two divisions previously designated as Machine Tabulation and Credit and Delinquent Accounts Divisions, and the transferring of the functions of said divisions to the Comptroller Department and the Finance Department, respectively.

"Hardship Loans" for main extensions.

1. That a revolving fund of \$25,000 be established out of bond funds earmarked for participating in secondary main extensions, for the purpose of making loans for water main extensions, exclusive of service line costs and meter deposits, petitioned by individual property owners (preferably home owners) who are unable to pay cash for their portion of the cost of water mains and fire hydrants to serve their property;

2. That each such loan may be made only after approval of the Board, shall bear interest at the rate of 4% per annum; and must be repaid in monthly instalments within a definite period;

3. That the petitioners on Quinta and Vista Roads, who appeared before the Board at the last meeting; shall be granted a Hardship Loan.

Contracting Officer. That the Contracting Officer be and he is hereby authorized to execute all contracts, provided that contracts in excess of \$1,000 shall be authorized by the Board.

Transfer out of System Fund to M & O Fund. That the acts of the management be approved in having transferred out of System Fund to M & O Fund for May, \$191,752; for June, \$199,555; and for July, \$222,312; further, that the transfers from the System Fund to M & O Fund for estimated expenditures be approved in the following amounts:

August	\$235,156
September	213,583
October	211,841

Appointment of Disbursement Officer.

1. That Mr. Harry M. Koester be and he is hereby appointed Disbursement Officer and that Mr. Koester's signature in place of that of Mr. James H. Conley is hereby authorized, effective September 9, 1957, on checks drawn on the various City Water Board accounts set out in the depository agreement dated June 18, 1957, with the Frost National Bank of San Antonio.

2. That the authorization for Mr. Conley's signature is hereby revoked.

Resident engineer--Black & Veatch contract. That the employment of a resident engineer be and the same is hereby authorized under Part B of the Black & Veatch contract, to supervise contract construction of pump station facilities, at a salary of \$800 per month.

Approval of contracts. That, pursuant to bids duly advertised, received and tabulated, contracts be awarded to successful bidders as follows, and that the Contracting Officer be authorized to execute such contracts:

Ward Construction Co.--Job. No. 203, Bond Project D-11 and D-12 (Loop 13--W. W. White Road--Goliad Road)	\$19,341.60
E. C. Hall Co.--Job No. 211, Bond Project D-46, D-47 and D-48 (Bandera--Wildflower--Skyview)	17,478.60
Globe Ticket Co.--tabulating machine cards	3,300.00
Ford Meter Box Co.--Stop and Drain valves	6,860.00
Wallace & Tiernan--1 chlorinator	1,795.00
Johns-Manville Sales Corporation--A-C Pipe	350,900.00
Alamo Iron Works--Lead	8,820.00
Central Wholesale Plumbing Supply--copper tubing	15,063.00
Mueller Company--Branch connectors	1,086.30
Mueller Company--Corporation stops	3,400.00
Mueller Company--Miscellaneous brass goods	4,756.00
S. A. Machine & Supply Co.--Steel pipe	28,347.30
Job 205, Bond Project D-13 (Woodlawn Ave.--Sutton Dr.-- Ligustrum Dr.), C. L. Hobbs & Son	27,285.15
Job 209, D-39 and D-41 (Vanderbilt--Fair Ave) C. L. Hobbs	10,735.50
Job 200, Bond Project D-1 (Mission Rd.--Hansford, Baylor & Zapata) G. P. Falbo	58,024.96
Job 2046 (Minnetonka--Walters to Clark) G. W. Dickerson & Son	11,658.40
3-ton Cab and chassis (truck)	2,381.63

PASSED AND APPROVED this 6th day of September, A. D. 1957.

ATTEST:

Laurie L. White
Secretary

Lloyd V. Price
Chairman

ATTEST:

Laurie L. White
Secretary

APPROVED:

Lloyd V. Price
Chairman

**City of San Antonio Ordinance
October 30, 1958**

No #

AN ORDINANCE

AUTHORIZING AND DIRECTING THE CITY WATER BOARD TO TAKE OVER AND ASSUME ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NO. ONE; AND AUTHORIZING AND DIRECTING THE CITY WATER BOARD TO TAKE OVER AND CONTROL ALL ASSETS AND PROPERTIES OF THE BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NO. ONE.

WHEREAS, the Bexar County Fresh Water Supply District No. One was established for the purpose of providing fresh water to the inhabitants of a certain area; and

WHEREAS, the area serviced by the said Bexar County Fresh Water Supply District No. One is now located within and is a part of the City of San Antonio; and

WHEREAS, Article 1182-C-1, V.A.C.S., as amended, requires that said Bexar County Fresh Water Supply District No. One be abolished and that the City of San Antonio shall take over all properties and assets, shall assume all debts, liabilities and obligations and shall perform all functions and services of said District; and

WHEREAS, the City Water Board controls, maintains and supervises the City waterworks system of which the waterwork system of the Bexar County Fresh Water Supply District is now a part of; NOW, THEREFORE:-

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

1. The City Water Board is hereby authorized and directed to take over and assume all debts, liabilities and obligations of the Bexar County Fresh Water District No. One and shall perform all functions and services of said District.

2. The City Water Board is hereby authorized and directed to take over and control all assets and properties of the Bexar County Fresh Water Supply District No. One.

3. PASSED AND APPROVED this 30th day of October, A.D., 1958.

William Kuykendall
M A Y O R

ATTEST
Karl Galloffe
City Clerk

APPROVED AS TO FORM: _____
City Attorney.

OCT 30 1958

27061

AN ORDINANCE

FRESH WATER SUPPLY DISTRICT NO. ONE, WATER BOARD TO TAKE OVER AND CONTROL ALL ASSETS AND PROPERTIES OF THE BEXAR COUNTY AND AUTHORIZING AND DIRECTING THE CITY WATER BOARD TO TAKE OVER AND ASSUME ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NO. ONE;

AUTHORIZING AND DIRECTING THE CITY WATER BOARD TO TAKE OVER AND ASSUME ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NO. ONE, ETC.

AN ORDINANCE

Council Meeting

PASSED AND APPROVED

OCT 30 1958

RECORDED

Minute Book 2174

Page 161

Ordinance Book 27061

City Clerk

No. 27061 of the City of San Antonio, Texas, is hereby adopted and approved by the City Council on this 30th day of October, A.D., 1958, and shall become effective on the 30th day of October, A.D., 1958.

Approved by the City Council on this 30th day of October, A.D., 1958.

City Clerk

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

1. The City Water Board is hereby authorized and directed to take over and assume all debts, liabilities and obligations of the Bexar County Fresh Water Supply District No. One and shall perform all functions and services of said District.
2. The City Water Board is hereby authorized and directed to take over and control all assets and properties of the Bexar County Fresh Water Supply District No. One.
3. PASSED AND APPROVED this 30th day of October, A.D., 1958.

[Signature]
MAYOR

[Signature]
CITY CLERK

APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY

27061

10-29-58

VOTE

Meeting of the City Council OCT 30 1958, 1958

Resolution }
Ordinance } Motion by Member of Council _____

Approp. No. _____ Ord. No. 27061

	Roll Call	Aye	Nay	Aye	Nay
J. EDWIN KUYKENDALL Member of Council Pl. 1		✓			
REUBEN O. DIETERT Member of Council Pl. 2		✓			
MIKE PASSUR Member of Council Pl. 3		✓			
DR. JOHN L. MC MAHON Member of Council Pl. 4		✓			
RALPH H. WINTON <i>May 6. Johnson</i> Member of Council Pl. 5		✓			
MELVIN L. GAYOSO <i>Wayne Simpson</i> Member of Council Pl. 6		✓			
JOE OLIVARES Member of Council Pl. 7		✓			
THEO W. PINSON JR. Member of Council Pl. 8		✓			
DR. JOSE SAN MARTIN Member of Council Pl. 9		✓			
