PURCHASE AGREEMENT AND BIDDING INSTRUCTIONS 4006 STORM OAK DR. ELMENDORF, TEXAS - .570 ACRE (NO ACCESS)

SAWS BID SOLICITATION NO.: R-23-011-LE

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

The 0.570 Acre "Water Well Tract" being out of Lot 45, SOUTH OAKS ESTATES Subdivision, Unit 1, according to the plat thereof recorded in Volume 90517, Page 29, Plat Records of Bexar County, Texas, located in Elmendorf, Bexar County, Texas, together with all improvements thereon and appurtenances thereto.

ACCESS TO THE SAWS PROPERTY IS BY WAY OF A 20' "WATER DIST. EASEMENT", OVER AND ACROSS CB 4126A BLK LOT 45 REFER TO: 81800-000-0450 (SOUTH OAKS ESTATES UT-1) ACCORDING TO THE PLAT THEREOF RECORDED IN VOLIME 90517, PAGE 29, PLAT RECORDS OF BEXAR COUNTY, TEXAS. BIDDERS ARE NOTIFIED THAT THE SAWS PROPERTY IS FUNCTIONALLY LANDLOCKED DUE TO THE LIMITATION OF USE OF SAID EASEMENT FOR WATER DISTRIBUTION PURPOSES (E.G. IT IS NOT A GENERAL PURPOSE ACCESS EASEMENT).

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

- 3. <u>Bid Information.</u> This Purchase Agreement and Bidding Instructions document is the official bid form that must be completed and returned by interested bidders in accordance with the instructions herein. Sealed bids for the purchase of LAND will be received by SAWS **either Electronically or through Sealed bids**. Interested bidders must:
 - a. furnish the information requested in Section 17 below;
 - b. sign this Purchase Agreement and Bidding Instructions document ("Purchase Agreement");
 - c. sign and enclose the San Antonio Water System Discretionary Real Estate Contracts Disclosure form attached hereto as Exhibit "C".
 - d. place the Purchase Agreement and San Antonio Water System Discretionary Real Estate Contracts Disclosure in a sealed envelope properly identified as containing a "Bid for Purchase of SAWS PROPERTY (SAWS BID SOLICITATION NO. R-23-011-LE), 4006 Storm Oaks, Elmendorf Texas .570 ACRE (NO ACCESS)" addressed and delivered to:

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

Suite 171 San Antonio, Texas 78212

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

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

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

THERE IS A MINIMUM BID OF \$5,000.00 FOR THE SAWS PROPERTY. ANY BID LESS THAN \$5,000.00 WILL BE AUTOMATICALLY REJECTED.

- 4. <u>Bidder Inspection</u>. Bidders understand and acknowledges that the SAWS Property lacks access to a public right of way and inspections may not be conducted. By submitting a bid, bidder waives any inspection of the SAWS Property.
- 5. <u>Bid Due Date.</u> Sealed or electronic bids will be received until <u>2:00 P.M. (CST)</u> San Antonio, Texas time on <u>December 15, 2023</u> (the "Bid Deadline") at the address shown in paragraph 3 above.
- 6. <u>Notice of Acceptance.</u> This Purchase Agreement and the selection of the successful bidder may be subject to the approval of the SAWS Board of Trustees. Following the Bid Deadline and SAWS' staff selection of a recommended successful bidder, if any, SAWS may be required to seek Board of Trustees approval to accept the bid of said bidder and to enter in this Purchase Agreement with said bidder. SAWS will give notice of the acceptance of a bid to the successful bidder (the "Successful Bidder"), if any, within sixty (60) days after the Bid Deadline. Bids shall expire and are automatically rejected by SAWS if not accepted within sixty (60) days of the Bid Deadline. The date that SAWS signs this Purchase Agreement shall be the Date of this Agreement.
- 7. <u>Title Exceptions.</u> The SAWS Property will be conveyed without warranty of title and subject to (i) all visible and apparent easements, (ii) all matters of record relating to the SAWS Property as shown in the Real Property Records of Bexar County, Texas, (ii) acknowledgment of <u>lack of legal access to a public road</u>, (iii) all applicable zoning, platting and other governmental or HOA ordinances, laws, rules (collectively, the "Permitted Exceptions"). Additionally, the Successful Bidder must obtain any applicable permits and approvals for Successful Bidder's use of the SAWS Property.
- 8. <u>As Is Condition.</u> THE SAWS PROPERTY WILL BE CONVEYED IN ITS PRESENT "AS IS" CONDITION, <u>INCLUDING ITS LACK OF LEGAL ACCESS TO A PUBLIC ROAD</u>. IF THE PURCHASE AGREEMENT CLOSES, SUCCESSFUL BIDDER ACCEPTS THE SAWS PROPERTY IN ITS PRESENT CONDITION. SUCCESSFUL

BIDDER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE SAWS PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEOUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT. SUCCESSFUL BIDDER FURTHER UNEOUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SAWS OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIONS, (II) ANY RELIANCE BY SUCCESSFUL BIDDER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SAWS OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES AND (III) ANY RIGHT TO INSPECT THE SAWS PROPERTY. SUCCESSFUL BIDDER TAKES THE SAWS PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. SUCCESSFUL BIDDER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. SUCCESSFUL BIDDER HAS AGREED TO DISCLAIM RELIANCE ON SAWS AND TO ACCEPT THE SAWS PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE SAWS PROPERTY'S PRIOR USES OR OTHER MATTERS, INCLUDING LACK OF LEGAL ACCESS, COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND SUCCESSFUL BIDDER CONFIRMS THAT SUCCESSFUL BIDDER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. SUCCESSFUL BIDDER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY SUCCESSFUL BIDDER OTHERWISE MIGHT HAVE. SUCCESSFUL BIDDER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.

- 9. <u>Closing Documents from SAWS.</u> SAWS will convey the SAWS Property to the Successful Bidder by Deed Without Warranty and Sanitary Control Easement (the "Deed") in the form attached hereto as Exhibit "A". The Deed shall be countersigned by the Successful Bidder to evidence acceptance of the terms contained therein. The Sanitary Control Easement is a 150' radius restriction area (no feed lots, no septic systems, etc) around the well previously located on the Property that will be released in the Deed at Closing.
- 10. <u>Closing.</u> The closing date will be on the first business day thirty (30) days after the Date of this Agreement ("Closing"), or on such other earlier date as SAWS and Successful Bidder may mutually agree. The Closing will be at SAWS Headquarters, 2800 US Hwy, 281N, 6th Floor, San Antonio, Texas 78212. Payment of the Bid Price must be made by cashier's check. The Successful Bidder is responsible for recording the Deed at their expense in the Official Public Records of Bexar County.

- 11. <u>Real Property Taxes.</u> The SAWS Property is currently exempt from real property taxes. Taxes for the year of Closing and future years will be the obligation of the Successful Bidder. If this transfer or the Successful Bidder's use of the SAWS Property after Closing results in the assessment of additional taxes, penalties, or interest, including without limitation "rollback taxes" (the "Assessments") for periods prior to Closing, the Assessments will be the obligation of the Successful Bidder. Obligations imposed by this Section 11 shall survive Closing.
- 12. <u>No Brokers.</u> SAWS will not pay a brokerage commission for the sale of the SAWS Property. Successful Bidder represents and warrants that no broker represents Successful Bidder and Successful Bidder hereby agrees to defend, indemnify, and hold harmless SAWS for any claims for a brokerage fee or commission. The Successful Bidder's obligation to indemnify under this Section 12 shall survive Closing.
- 13. <u>Default.</u> If for any reason the Successful Bidder fails to comply with any of the provisions of this Purchase Agreement, or if any of the representations or warranties of the Successful Bidder contained in this Purchase Agreement are incorrect or become incorrect or untrue, SAWS, at its election, may (i) terminate this Purchase Agreement, (ii) waive any unmet requirements and proceed to Closing, or (iii) pursue any remedies it may have at law or in equity. If SAWS fails to comply with this Purchase Agreement, the Successful Bidder's sole and exclusive remedy under this Purchase Agreement shall be to terminate this Agreement.
- 14. <u>Property Information.</u> SAWS has obtained information on the SAWS Property, set forth in more detail in Exhibit "B" attached hereto (the "Property Information Documents"), which will be made available to all prospective Bidders at www.saws.org.

SAWS does not make any representation or warranty as to the quality, accuracy or completeness of any data or information contained in the Property Information Documents. Further, SAWS does not represent or warrant that the Property Information Documents constitute all of the documents in SAWS possession related to the SAWS Property.

15. <u>Notices.</u> Any notices to be given hereunder by or to the Successful Bidder shall be given by transmitting by email to the address below, placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, or by personal or overnight delivery to such address, and such notice shall be deemed delivered upon such emailing, placing in the mail, or upon such personal or overnight delivery:

a. SAWS Mark Brewton

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

b. Bidder As set out in Section 17 below.

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

17. Bid Information.

a. SURPLUS PROPERTY:
SAWS BID SOLICITATION NO. <u>R-23-011-LE</u>
4006 Storm OAK Dr. Elmendorf, Texas - .570 ACRE (NOACCESS), Bexar County, Texas

o. BIDDER: Name: Address:	
Email:	
e. BID PRICE: \$	(the "Bid Price")

THERE IS A MINIMUM BID OF \$5,000.00 FOR THE SAWS PROPERTY. ANY BID LESS THAN \$5,000.00 WILL BE AUTOMATICALLY REJECTED.

18. Disclaimers.

- a. Notice Regarding Title. THE TEXAS REAL ESTATE LICENSE ACT REQUIRES A REAL ESTATE AGENT TO ADVISE A BUYER THAT BUYER SHOULD HAVE AN ATTORNEY EXAMINE AN ABSTRACT OF TITLE TO THE PROPERTY BEING PURCHASED; OR A TITLE INSURANCE POLICY SHOULD BE OBTAINED. NOTICE TO THAT EFFECT IS HEREBY GIVEN TO BIDDER.
- b. Notice Regarding Possible Liability for Additional Taxes (Texas Property Code-Section 5.010). If for the current ad valorem tax year the taxable value of the SAWS Property that is the subject of this Purchase Agreement is determined by a special appraisal method that allows for appraisal of the SAWS Property at less than its market value, the person to whom the SAWS Property is transferred may not be allowed to qualify the SAWS Property for that special appraisal in a subsequent tax year and the SAWS Property may then be appraised at its full market value. In addition, the transfer of the SAWS Property or a subsequent change in the use of the SAWS Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the SAWS Property. The taxable value of the SAWS Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the SAWS Property is located.
- c. Annexation Disclosures. If the SAWS Property that is the subject of this Contract is located outside the limits of a municipality, the SAWS Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the SAWS Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the SAWS Property for further information.

- d. <u>Utility District.</u> Successful Bidder agrees that if the SAWS Property is situated in any utility district, Bidder will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 50.301 of the Texas Water Code.
- e. <u>Notice of Water and Sewer Service</u>. The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. There may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the SAWS Property. You are advised to contact the applicable utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the Property.
- f. <u>Lead Paint Disclosure</u>. The Successful Bidders agrees and acknowledges that the SAWS Property is not "residential real property" subject to any federally mandated lead paint disclosures
- 19. <u>Disclosure Form.</u> The San Antonio Water System Discretionary Real Estate Contracts Disclosure form is attached hereto as Exhibit "C" and must be signed by bidder and enclosed in the seal bid package.
- 20. <u>Entire Agreement.</u> This Purchase Agreement and the Exhibits attached hereto contain all agreements between the parties hereto and no agreement not contained herein shall be recognized by the parties. The captions used herein are for convenience only and shall not be used to construe this Purchase Agreement. Exhibits "A" "C" attached hereto are incorporated herein for all purposes.
- 21. <u>Governing Law.</u> This Purchase Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.
- 22. <u>Binding Effect.</u> By signing below, the bidder agrees that if SAWS accepts the Bid Price, bidder will purchase the SAWS Property for the Bid Price in accordance with the provisions hereof and will comply with and be bound by the terms and conditions set out herein. All representations, warranties, covenants and obligations of bidder herein shall survive Closing.
- 23. <u>Time</u>. Time is of the essence in the performance of this Purchase Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Purchase Agreement falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.
- 24. <u>No Prohibited Persons/Entities.</u> Successful Bidder represents and warrants to SAWS that Successful Bidders is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by SAWS that the Successful Bidder is a prohibited person/entity as set forth hereinabove shall render this Agreement voidable by the

President/CEO or Board of Trustees of the San Antonio Water System. Upon request, Successful Bidder will provide SAWS a completed Texas Ethics Commission Form 1295.

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

day of

. 2023.

Executed by bidder this

BIDDER*:	
	Name:
	Title:
	ACKNOWLEDGEMENTS
STATE OF TEXAS COUNTY OF	§ §
known by me to be the person whose	ary Public, on this day personally appeared name is subscribed to the foregoing instrument and that such person sees and consideration therein expressed and in the capacity therein
GIVEN UNDER MY HAND AND	SEAL OF OFFICE this day of, 2023.
[Seal]	
	Notary Public, State of Texas
Bid accepted by SAWS this	_ day of, 2023 (Date of this Agreement).
SAN ANTO	ONIO WATER SYSTEM:
Rv.	
Printed Nar	ne: Nancy Belinsky utive Vice President and Chief Legal & Ethics Officer
Exhibit "B" - List of Property Inf	nout Warranty and Release of Sanitary Control Easement Formation Documents System Discretionary Real Estate Contracts Disclosure

EXHIBIT "A" FORM OF DEED WITHOUT WARRANTY AND RELEASE OF SANITARY CONTROL EASEMENT

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 Antoni	io, acting by and through its San Antonio Water System
Grantor's Mailing Address	<u>:</u> P.O. Box 2449, San Antonio, Texas 78298-2449
Grantee:	

Grantee's Mailing Address:

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

<u>Property (including any improvements):</u> The 0.570 Acre "Water Well Tract" being out of Lot 45, SOUTH OAKS ESTATES Subdivision, Unit 1, according to the plat thereof recorded in Volume 90517, Page 29, Plat Records of Bexar County, Texas.

Property Address: 4006 Storm Oak, Elmendorf, Bexar County, Texas 78112

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, all HOA regulations and all matters of record relating to the Property as shown in all official public records of Bexar County, Texas. BY ACCEPTANCE OF THIS DEED, GRANTE ACKNOWLEDGES THAT THE PROPERTY DOES NOT HAVE ACCESS TO A PUBLIC ROAD.

Reservations from Conveyance: None

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

Additionally, Grantor releases its right and title and interest to the 150' radius Sanitary Control Easement created by and shown on the plat recorded in Volume 90517, Page 29, Plat Records of Bexar County, Texas

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 PART OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES REPRESENTATIONS AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF IT AGENTS, EMPLOYEES OR REPRESENTATIVES. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES, LACK OF ACCESS TO A PUBLIC ROAD OR OTHER MATTERS 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 202_ [insert year of closing] and all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are hereby assumed by Grantee.

GRANTOR:

CITY OF SAN ANTONIO, ACTING BY AND
THROUGH ITS SAN ANTONIO WATER
SYSTEM:
By:
Printed Name:
T'.41

STATE OF TEXAS	§		
COUNTY OF	§ §		
		before me on this day of	, 202
by,		of the San Antonio Water System.	
[Seal]		Notary Public, State of Texas	
		Notary 1 done, State of Texas	
		ACCEPTED BY GRANTEE:	
		By:	
		Printed Name:	
		Title:	
STATE OF TEXAS	§		
	§		
COUNTY OF	§		
This instrument was	acknowledged	before me on this day of	202
		of	, 202_
·			
[Caal]			
[Seal]		Notary Public, State of Texas	
		rectary ractice, State or rectas	
After recording, return to:			
The recording, return to.			

EXHIBIT "B" LIST OF PROPERTY INFORMATION DOCUMENTS

Plat

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

BCAD Details

WARRANTY DEED

4006 STORM OAK

95- 0079722

STATE OF TEXAS

S

s KN

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

S

THAT, WINDY'S WATER WORKS, INC., acting herein by and through its authorized corporate office (hereinafter called Grantor, whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations to Grantor in hand paid by BEXAR METROPOLITAN WATER DISTRICT (hereinafter called Grantee, whether one or more), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, whose mailing address is as hereinafter set forth, the following described real estate, together with all improvements thereon, situated in BEXAR County, Texas, being more particularly described as follows, to-wit:

A 0.570 acre tract, known as the Water Well Tract, and a 0.075 acre tract, being a 20' wide ingress, egress and water distribution easement out of Lot 45 of SouthOaks Estates Subdivision, Bexar County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof;

A pump station site being a 0.230 acre tract of land recorded with Campbellton Gardens Subdivision in Volume 9515, Pages 130 and 131 of the Deed and Plat Records of Bexar County, Texas, and being more particularly described in Exhibit "B" attached hereto and made a part hereof; AND

The East One-Hundred Feet (E. 100') of Lot Twenty-Seven (27), Block Four (4), Whispering Winds Subdivision, in Bexar County, Texas, as shown on plat of record in Volume 5140, Page 59-60, 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 thereunto in anywise belonging, unto the said Grantee, Grantee's heirs, successors or assigns forever. And Grantor does hereby bind Grantor, Grantor's heirs, successors or assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee herein, Grantee's heirs, successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to any and all restrictions, easements, setback lines, covenants, conditions and reservations (BUT NOT ENCUMBRANCES) of record affecting the property herein conveyed.

till

EXECUTED ON

WINDY'S WATER WORKS INC

DELMAR E. WINDHORST,

President

8

COUNTY OF BEXAR

This instrument was ACKNOWLEDGED before me, on this the /s/ day of yorks, inc., a Texas Corporation, and in the capacity herein stated on behalf of said corporation.

SHANA K JAMES

Notary Public

State of Texas

My Comm. Exp. 02-26-97

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AFTER RECORDING RETURN TO: Bexar Metropolitan Water District P. O. Box 3577 San Antonio, Texas 78211-0577

PREPARED IN THE LAW OFFICE OF:
WEST & WEST ATTORNEYS
8000 Vantage, Building A
San Antonio, Texas 78230

c:\wp51\closings\may\bexar.met\windys\bexar1.ded (Tracts III, IV & V, GF # -4. - 5 & -6)

THENCE:

FIELD NOTES TO DESCRIBE

A survey of 0.570 Acres of land cituated about 18 miles 8 15° E of San Antonio, in Bexar County, Texas, being known as the Water Well Tract of SouthOaks Estates Subdivision, a subdivision as shown on a plat thereof recorded in Volume 1511 on Pages 27-30 of the beed and the Records of Bexar County, Texas, out of Survey No. 4 1/2, Absent No. 1203, G. H. Hime, original Grantee, being a portion of that certain 136.388 Acre Tract of land conveyed by Deed to Henry Texas, and Rainb Brown from Joseph Christopher, Jr., James W. Allen, and Ralph Brown from Joseph Lucci, Jr., M.D., Trustee of the Joseph A. Lucci, Jr., M.D., P. A. Francion Plan and Trust, and Fritz F. Holt, dated December 17, 1986, as recorded in Volume 3849 on Page 328 of the Deed Records of Bexar Founty, Texas, and being more particularly described by meter and bounds as follows:

At a 5/8" iron pin found for the recognized upper North-west corner of said Survey No. 4 1/2, the upper Northwest BEGINNING . corner of said 136.388 Acre Tract of land, as resurveyed, and the Northwest corner of this survey;

Along the Northeast line of said 136.388 Acre Tract of land, as resurveyed, 5 59-12-28 E 159.50 feet to a 5/8" iron pin THENCE: set for the Northwest corner of Lot 44 of said SouthOaks

Estates Subdivision, and the Northeast corner of this survey; THENCE: Along the Southwest line of said Lot 44, S 16-58-57 E 190.68 feet to a 5/8" iron pin set for the lower Northeast corner of Lot 45 of said SouthOaks Estates Subdivision and the Southeast corner of this survey,

THENCE !. Along the lower North line of said Lot 45, \$ 73-01-04 W 60.00 feet to a 5/8" iron pin set for an interior corner of said Lot 45 and the lower Southwest corner of this sur-

THENCE: Along the upper East line of said Lot 45, N 16-58-56 W 123:25 feet to a 5/8" from pin set for the upper Northeast corner of said Lot 45 and an interior corner of

Along the upper North line of said Lot 45, N 89-06-23 W 101.86 feet to a 5/8" iron pin set on the upper West line of said 136.388 Acre Tract of land, as resurveyed, southwest corner of said Lot 45 and the upper Southwest corner of this survey,

THENCE: Along the upper West line of said 136.388 Acre Tract of land, as resurveyed, N 00-53-37 E 162.09 feet to the POINT OF BEGINNING.

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

EXHIBIT "A"

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FIELD NOTES TO DESCRIBE

A survey of 0.075 Acres (3259.771 Sq. Ft.) of land situated about 18 miles 8 15° E of San Antonio, in Bexar County, Texas, being a 20-foot-wide Ingress-Egress and Water Distribution Easement lying within Lot 45 of SouthOaks Estates Subdivision, a subdivision as shown on a plat thereof recorded in Volume 9517 on Pages 29-30 of the Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINHING:

At a 5/8" iron pin set in a curve to the left on a cul-desac of Storm Oak Drive for the upper Southeast corner of said Lot 45, the Southwest corner of Lot 44 of said South-Dake Estates Subdivision, and the Southeast corner of this eggement:

THENCE

Along said cul-de-sac, the Southeast line of said Lot 45, and along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 25"39'17", a tangent of 11.39 feet, and a chord which bears 8 47-17-11 W 22.20 feet, a distance of 22.39 feet to a 5/8" from pin set for the Southwest corner of this essement;

THENCE:

N 16-58-57 W 168.73 Neet to a 5/8" iron pin set on the lower South line of a certain 0.570 Acre Tract of land, this day surveyed as the Water Well Tract, and the lower North line of said Lot 45 for the Northwest corner of this easementi

THENCE:

Along the lower South line of said Water Well Tract and the lower North line of said Lot 45, N 73-01-04 E 20.00 feet to a 5/8" from pin set on the Southwest Line of said Lot 44 for the Southeast corner of said Water Well Tract, the lower Northeast corner of said Lot 45, and the Northeast corner of this easement;

THÉNCE:

Along the Southwest line of said Lot 44 and the lower East line of said Lot 45, S 16-58-57 E 159.09 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the /// day of and correct. , 1987.

Charles W. Rothe

Registered Public Surveyor No. 2453

1705 Avenue K, P. O. Box 426 Hondo, Texas 78861 Ph. (512) 426-3005 or (800) 292-1331

CHARLES W. NOTHE

BIGUED FOR IDENTIFICATION:

SOUTHOAKS DEVELOPMENT COMPANY, INC.

Wenterli W. Christopher, Ok., President

EXHIBIT "A"

/01/5435 PG | 308

A pump station site being a 0.230 acre tract of land recorded with Campbellton Gardens Subdivision in Volume 9515, Pages 130

and 131 of the Deed and Plat Records of Bexar County, Texas and being further described by metes and bounds as follows:

BEGINNING at a point for the northwest corner to this tract, **waid point** also being the southwest corner of Lot 24, a 1.44 acre tract recorded in said Campbellton Gardens Subdivision;

THENCE: \$ 89d 52' 42" E, a distance of 95.24 feet to the northeast corner to this tract;

THENCE: S 00d 07' 18" W, a distance of 104.35 feet to the southeast corner to this tract;

THENCE: N 89d 52' 42" W, a distance of 96.43 feet to the southwest corner of this tract;

THENCE: N 00d 46' 30" E, a distance of 104.36 feet to the POINT OF BEGINNING and containing 0.230 acres of land, more or less.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INDUSTRIAL THE TIME OF RECORDATION TO BE INAUTOURTED THE THEORY OF THE BEST PHOTOGRAPHIC REPRODUCTION OR THE BEST PHOTOGRAPHIC REPRODUCTIVE CARBON OR FOR THE BEST PHOTOGRAPHIC REPRODUCTIVE CARBON OR PROTOCOPY, DISCOLORED PAPER, ETC. PHOTO COPY, DISCOLORED PAPER, ETC.

Any provision herein which rises are the sale, remain, as one the described real property because of race to invested and under Federal Law.

STATE OF TEXAS

COUNTY OF BEDAR!
I hereby certify that his instrument was FRED in Fire Munite Sequence on the date and at the time stamped herein by one and was sky NECORDED in the Official Public Record of Real Property of Sener County, Texas on:

JUN 05 1995



Filed for Record in: PSYAR COUNTY, TX PERFY PICKHOPF, COUNTY OF FRK

On Jun 02 1995

At 3:10pm

Receipt W: 13671' Recording: 7.00 Doc/Mgmt: 6.00

Pen/Him + 95- 0079722

Reacty -Batty Sepulveda

Bexar CAD EXHIBIT B - BCAD Details

Property Search Results > 176306 CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM for Year 2023

Tax Year: 2023

Property

Account

,	tecourie			
F	Property ID:	176306	Legal Description:	CB 4126A BLK LOT P-
				100 WATER WELL

100 WATER WELL SITE (SOUTH OAKS ESTATES UT-1)

Geographic ID: 04126-100-1000 Zoning: OCL

Type: Real Property Use Code: 5000

Property Use Description: EXEMPT - TOTAL EXEMPT

Protest

Protest Status: Informal Date: Formal Date:

Location

Address: 4006 STORM OAK DR Mapsco: 784C1

ELMENDORF, TX 78112

Neighborhood: NBHD code53004 Map ID:

Neighborhood CD: 53004

Owner

Name: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM Owner ID: 113346

Mailing Address: ATTN MARK BREWTON

PO BOX 2449

SAN ANTONIO, TX 78298-2449

% Ownership:

Agent Code:

100.0000000000%

Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0(+) Improvement Non-Homesite Value: + \$0

(+) Land Homesite Value: + \$0

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

(+) Timber Market Valuation: + \$0 \$0

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

= \$0

(=) Appraised Value: =

10/31/23, 3:29 PM

(–) HS Cap: – \$0

(=) Assessed Value: = \$0

Taxing Jurisdiction

Owner: CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM

% Ownership: 100.000000000%

Total Value: \$0

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$0	\$0	\$0.00
08	SA RIVER AUTH	0.018000	\$0	\$0	\$0.00
09	ALAMO COM COLLEGE	0.149150	\$0	\$0	\$0.00
10	UNIVERSITY HEALTH	0.276235	\$0	\$0	\$0.00
11	BEXAR COUNTY	0.276331	\$0	\$0	\$0.00
48	CITY OF SANDY OAKS	0.243303	\$0	\$0	\$0.00
59	59 SOUTHSIDE ISD75 BEXAR CO EMERG DIST #6		\$0	\$0	\$0.00
75			\$0	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00
	Total Tax Rate:	2.190921			
	Taxes w/Current Exemptions:		\$0.00		
				Taxes w/o Exemptions:	\$0.00

Improvement / Building

No improvements exist for this property.

Land

#	Туре	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	UDL	Undeveloped land	0.5700	24829.20	0.00	0.00	\$0	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$0	\$0	0	0	\$0	\$0
2022	\$0	\$0	0	0	\$0	\$0
2021	\$0	\$0	0	0	\$0	\$0
2020	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/1/2012	Deed	Deed	BEXAR METROPOLITAN WATER DISTRICT	CITY OF SAN ANTONIO/SAN ANTONIO WATER SYSTEM	15414	1147	20120055877

SAN ANTONIO WATER SYSTEM

Page 21 of 24

2	Deed	Deed	BEXAR METRO	6435	1305	0
			WATER			
			DISTRICT			

2024 data current as of Oct 31 2023 2:27AM.

2023 and prior year data current as of Oct 11 2023 6:43AM

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

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

Website version: 1.2.2.33

Database last updated on: 10/31/2023 2:27 AM

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Exhibit "C" San Antonio Water System Discretionary Real Estate Contracts Disclosure

Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity ¹ that is a party to the discretionary contract: Note: At a minimum, the Respondent's name should be listed.
Note: At a minimum, the Respondent's name should be listed.
(O) Identify any individual and project and the principle is a marker of many and the collection of th
(2) Identify any individual or business entity which is a <i>partner</i> , <i>parent</i> or <i>subsidiary</i> business entity, of any individual or business entity identified above in Box (1):
No partner, parent or subsidiary; <i>or</i>
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Disclosures in Proposals
Any individual or business entity seeking a discretionary real estate contract with SAWS must disclose any known facts which, reasonably understood, raise a question ² as to whether any
SAWS official or employee would have a conflict of interest by participating in official action
relating to the discretionary contract.
Party not aware of facts which would raise a conflicts-of-interest issue; or
Donto access of the following factor
Party aware of the following facts:
IF THE RESPONDENT HAS MADE KNOWN FACTS ABOVE, THE RESPONDENT MUST COMPLETE A CONFLICT OF INTEREST QUESTIONNAIRE PURSUANT TO LOCAL GOVERNMENT CODE SECTION 176.006.
THE QUESTIONANAIRE MAY BE OBTAINED AT http://www.ethics.state.tx.us/forms/CIQ.pdf.

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

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

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