

AN ORDINANCE 2014 - 09 - 04 - 0651

**AUTHORIZING THE EXECUTION OF A PROPERTY
SUBSTITUTION AGREEMENT WITH THE SAN ANTONIO
WATER SYSTEM.**

* * * * *

WHEREAS, the City and the San Antonio Water System previously entered into an Intra-jurisdictional Agreement in 2004, giving the San Antonio Water System real estate interests in land which had been acquired by the City of San Antonio with Proposition Three aquifer protection program funds.; and

WHEREAS, the City is now entering into a transaction, per ordinance 2009-09-10-0696, whereby the City will transfer to Texas Parks and Wildlife Department several parcels of land purchased with Proposition Three aquifer protection program funds, including the tracts on which the San Antonio Water System holds their real estate interests.; and

WHEREAS, the transfer to Texas Parks and Wildlife Department must be free of the interests held by the San Antonio Water System; and

WHEREAS, the San Antonio Water System is willing to release its interests so that the City may complete its transaction with Texas Parks and Wildlife Department on the terms and conditions of this Property Substitution Agreement, which was authorized and approved by Resolution No. 14-212 of the San Antonio Water System Board of Trustees on August 5, 2014; and

WHEREAS, in return for the property transfer, the City will hold conservation easements on the Texas Parks and Wildlife Department parcels while the San Antonio Water System will hold a conservation easement on the Barkley Ranch; **NOW THEREFORE**,

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

SECTION 1. The City authorizes and directs the City Manager or her designee to execute on behalf of the City the Property Substitution Agreement substantially in the form attached as **Attachment I**.

SECTION 2. The City Manager or her designee are authorized and directed to consummate the transaction contemplated in this ordinance. The City Manager or her designee should take all other actions necessary or convenient to effectuate the transaction, including agreeing to the form of and executing all necessary or convenient instruments and agreements.

SECTION 3. The City will convey control of its conservation easement known as the Barkley Ranch valued at \$2,300,000.00 to the San Antonio Water System (SAWS) in

exchange for the release of property and conservation easements by SAWS to the City known as the Gallagher Ranch tract and the Canyon Ranch tract in Bexar County valued at \$1,900,000.00. The swap must be coordinated through the city's Finance Department to assure the proper removal and addition of said properties into the City's financial records and to record the proper accounting transactions.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 4th day of September 2014.

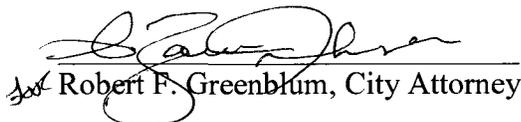


M A Y O R
Ivy R. Taylor

Attest:


Leticia M. Vadek, City Clerk

Approved As To Form:


Robert F. Greenblum, City Attorney

Agenda Item:	16B (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16A, 16B, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28A, 28B, 28C)
Date:	09/04/2014
Time:	09:32:40 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a Property Substitution Agreement between the City of San Antonio and the San Antonio Water System for conservation easement interest.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

Attachment I

Property Substitution Agreement

This Property Substitution Agreement is entered into between the City of San Antonio (“City”) and the San Antonio Water System (“SAWS”) as of the date of the later of the two signatures on behalf of the parties.

Background:

The City and SAWS have previously entered into an Intra-jurisdictional Agreement (“IJA”), which is recorded as an exhibit to a Transfer of Property from SAWS to City dated February 6, 2004, at Volume 10591, Page 1442, Official Records of Bexar County, Texas.

The IJA required SAWS to transfer to City certain property SAWS owned in the vicinity of the formerly planned Applewhite Reservoir (“Applewhite Property”).

In exchange for the Applewhite Property, SAWS received a conservation easement over a parcel called the Gallagher Ranch (and, in connection therewith, later received a conservation easement on a parcel known as the Laredo-Culebra Tract) and a 15% undivided interest in a parcel called the Canyon Ranch Tract, both the Gallagher Ranch, the Laredo-Culebra Tract and the Canyon Ranch Tract being in the vicinity of Government Canyon State Natural Area.

In subparagraph 3.06 of the IJA, City and COSA stipulated that the value of what SAWS was receiving from the City was \$1,974,600.

City is now entering into a transaction whereby City will transfer to the Texas Parks and Wildlife Department several parcels in the vicinity of Government Canyon State Natural Area, including the Gallagher Ranch, the Laredo-Culebra Tract and the Canyon Ranch Tract.

The transfer to Texas Parks and Wildlife must be free of the interests held by SAWS.

SAWS is willing to release its interests so City may complete its transaction with Texas Parks and Wildlife on the terms and conditions of this agreement.

City’s undertaking the obligations of this agreement is authorized by Ordinance ?????.

SAWS’s undertaking the obligations of this agreement is authorized by Resolution No. 14-212, approved by the San Antonio Water System Board of Trustees on August 5, 2014.

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Rights and Obligations:

1. Clearing Title to Gallagher Ranch, Laredo-Culebra Tract and Canyon Ranch.

1.01. Upon execution and delivery of this agreement, SAWS will execute and deliver to City (a) a complete release of all its interest in the Gallagher Ranch and Laredo-Culebra Tract and (b) a transfer of use and control to City of all its interest in Canyon Ranch, to be countersigned by City.

1.02. Gallagher Ranch is described by metes and bounds on **Exhibits A-1 and A-2**. The Laredo-Culebra Tract is described by metes and bounds on **Exhibit A-3**. The release of SAWS's interest must be substantially in the form of **Exhibit B**.

1.03. Canyon Ranch is described by metes and bounds on **Exhibit C**. The transfer of use and control of SAWS's interest must be substantially in the form of **Exhibit D**.

1.04. City must reimburse SAWS a total of not less than \$1,974,600 in value in exchange for SAWS's release and the conveyance provided for in this paragraph.

2. Reimbursement.

2.01. The parties intend for City's consideration to SAWS for the release and transfers contained in paragraph 1 above be with interests in conservation easements

acquired under City's Edwards Aquifer Protection Program (the "Program"), as set forth in accordance with the provisions of this Section 2 below.

2.02. SAWS and the City desire and intend that the consideration generally described in Paragraph 2.01 above be consummated via a Program conservation easement acquired, at the City's sole expense, in the name of "The City of San Antonio by and through, and for the benefit and control of, its San Antonio Water System" over and upon a certain approximately 720 acre property located in Uvalde County, Texas in the Edwards Aquifer recharge zone, known generally as the "Barkley Ranch, and depicted on **Exhibit "E"** attached hereto and incorporated herein (the "Barkley Ranch Conservation Easement"), which selection of the Barkley Ranch for a Program conservation easement has been approved by the City's Conservation Advisory Board ("CAB"). City and SAWS shall work together to prepare and negotiate the terms of the Barkley Ranch Conservation Easement, which must be approved by SAWS, such approval not to be unreasonably withheld. SAWS and the City agree and acknowledge that the closing and conveyance of the Barkley Ranch Conservation Easement to SAWS as provided hereinabove shall fully satisfy and release the City from its reimbursement obligations as provided in Paragraph 1. In the event that closing occurs and SAWS is the holder of the Barkley Ranch Conservation Easement, SAWS agrees (i) to provide an annual monitoring report to the City, (ii) to perform ground monitoring of the easement area, (iii) to the extent permitted under the Barkley Ranch Conservation Easement, endeavor to work with City aquifer protection program staff regarding the opportunity to attend SAWS annual monitoring site inspections, and (iv) if SAWS desires to transfer the Barkley Ranch Conservation Easement to a third party, SAWS will first offer to transfer the Barkley Ranch Conservation Easement to the City upon the same terms and conditions, and the City shall have ninety (90) days from receipt of SAWS' offer to accept and close on the acquisition of the Barkley Ranch Conservation Easement, or said SAWS offer shall be deemed rejected and SAWS may proceed to consummate its transfer. In the event that the closing of the Barkley Ranch Conservation Easement as provided hereinabove has not occurred by December 31, 2014, or such earlier date if it is reasonably determined by the parties that the acquisition of the Barkley Ranch Conservation Easement is either unlikely to occur in calendar year 2014 or that the landowners have rejected SAWS as a holder of the easement, the parties will, at SAWS option, select a substitute conservation easement, in accordance with the following:

(a) SAWS may, from time to time, select a property located in the Edwards Aquifer recharge or contributing zones that is either (i) under consideration by the CAB or proposed by SAWS for consideration by the CAB for the acquisition of a conservation easement under the Program (a "Proposed Property") (ii) approved by the CAB for acquisition of a Program conservation easement (an "Approved Property"). With respect to a Proposed Property, the City agrees that City staff shall use good faith efforts to assist SAWS in obtaining the approval of the CAB for the acquisition of a Program conservation easement on the Proposed Property, and upon such CAB approval, said Proposed Property shall become an Approved Property. "). City and SAWS shall work together to prepare and negotiate the terms of each Substitute Conservation Easement, which

must be approved by SAWS, such approval not to be unreasonably withheld. If the acquisition of a Program easement for the Approved Property has not already been approved by the San Antonio City Council ("Council"), said acquisition shall be presented for Council approval as soon as reasonably possible. Following City Council approval of acquisition of a Program conservation easement on such Approved Property, the City shall proceed to acquire, at its expense, said conservation easement in the name of "The City of San Antonio by and through, and for the benefit and control of, its San Antonio Water System" (each, being a "Substitute Conservation Easement

The December 31, 2014, deadline may be extended up to six months by mutual written consent of the parties.

2.03. For purposes of this Agreement, the Barkley Conservation Easement and each and any Substitute Conservation Easement shall be collectively referred to as the "Conservation Easements" and each shall be a "Conservation Easement." In connection with the acquisition and closing of each Conservation Easement, the City shall provide to SAWS, at no cost to SAWS: (i) an Owner's Policy of Title Insurance for the Conservation Easement in the amount of the purchase price of the Conservation Easement if not provided by Seller (ii) a "baseline" environmental study of the Conservation Easement property in form and substance subject to the approval of SAWS, such approval not to be unreasonably withheld, and (iii) a survey of the Conservation Easement property in accordance with the current standards for an ALTA/ASCM Land Title Survey. Each Conservation Easement must be conveyed clear of all liens (other than any lien for ad valorem taxes not yet due), mortgages and encumbrances, and the landowner must provide adequate and recordable releases and/or subordinations of any liens, mortgages or encumbrances upon the Conservation Easement property.

2.04. The purchase price of each Conservation Easement paid by the City shall be applied towards the City's obligation to provide SAWS value as provided under this Agreement, and the sum total of the purchase price of all Conservation Easements must equal or exceed the amount of \$1,974,600. The last Conservation Easement acquired under this Agreement, or if only one is acquired, such single Conservation Easement, will likely result (given the low likelihood of acquiring Conservation Easements for the exact price of \$1,974,600) in the total sum purchase price of the Conservation Easement(s) exceeding the sum of \$1,974,600, and the parties agree that SAWS shall in no event be required to expend funds or in any way financially contribute to the acquisition costs of the Conservation Easement(s), or to compensate the City for any portion of the cost of the Conservation Easement(s), and the parties agree that the value to SAWS for such Conservation Easements for purposes of this Agreement shall be the sum of \$1,974,600.

2.05. In the event that any Approved Property that is the subject of a Conservation Easement as provided hereinabove contains habitat of any endangered karst invertebrate, the City and SAWS shall, at SAWS election, work with the U.S. Fish and Wildlife Service ("USFWS") to structure the Conservation Easement terms such that the acquisition of the Conservation Easement will create endangered species habitat

mitigation credits (“Credits”). SAWS shall be entitled to receive all Credits generated by such acquisition.

2.06. When City has acquired Conservation Easement(s) in the name of SAWS as provided above in the aggregate purchase amount of \$1,974,600 or greater, the City’s consideration to SAWS for SAWS’s release and transfer in paragraph 1 is satisfied. Notwithstanding the foregoing, the City’s obligation to reimburse, or provide value to SAWS as provided hereinabove, in a total of not less than \$1,974,600 is considered fully vested in SAWS and payable as of the date hereof. The acquisition of said Conservation Easements in the aggregate purchase amount of \$1,974,600 or greater must occur on or before eighteen (18) months from the date hereof. At such time, if the purchase price of all Conservation Easements has not equaled or exceeded \$1,974,600, the parties shall work together to arrive at a prompt settlement of such amount.

3. Accounting for Reimbursement Amount.

3.01 City’s Finance Department must keep a running account of the \$1,974,600. Ordinances approving transactions that result in a credit to the account should state the credit in the financial language. The parties may from time to time agree on a reconciliation of the balance owing on the \$1,974,600, and any such reconciliation signed by both the City’s Director of Finance and SAWS’s CFO is conclusive. Notwithstanding the foregoing, the acquisition of Conservation Easement(s) in an amount equal to or exceeding \$1,974,600 shall result in the “zeroing” out of the balance owing and any excess shall not result in a credit to the City.

4. Miscellaneous Provisions.

4.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **The Construction of This Agreement And The Rights, Remedies, and Obligations Arising Thereunder Are Governed By The Laws of The State Of Texas.** But the Texas conflicts of law rules cannot be used to apply the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

4.02. *Severability.* If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

4.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

4.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

4.05. *Modification.* This Agreement may not be changed orally but only by a written agreement, signed by both parties. Any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification,

express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

4.06 *Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

4.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to conform to the requirement that mailings be done by certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder. The addresses are:

If to City:

City of San Antonio
P.O. Box 829966
San Antonio, Texas 78283-3966
(Attn: Director for EastPoint and Real Estate Services)

If to SAWS:

San Antonio Water System
2800 Highway 281 North
P.O. Box 2449
San Antonio, Texas 78298-2449
(Attn: Manager Corporate Real Estate)

4.08. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this agreement

4.09. *Incorporation by Reference.* All exhibits to this Agreement are incorporated into it by reference for all purposes as if fully set forth.

4.10. *Administrative Agreements.* The Director of EastPoint and Real Estate Services ("EastPoint") and the Assistant Director for EastPoint may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults.

6. Public Information.

Parties acknowledge that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

City:

SAWS:

City of San Antonio, a Texas municipal corporation

San Antonio Water System, an agency of the City of San Antonio

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

City Attorney

Exhibit A-1: Gallagher Ranch Tract 1 Metes and Bounds

BEING A 709.6 acre tract of land out of a 906.71 acre tract as recorded in Volume 7034, Page 350 of the Official Records of Real Property of Bexar County, Texas being out of the George W. Garnett Survey No. 176 1/2, Abstract No. 287, County Block 4494, Alexander Ewing Survey No. 176, Abstract No. 222, County Block 4505, SA & MG Railroad Survey No. 176 1/4, Abstract No. 1185, County Block 4493, William Byerly Survey No. 172, Abstract No. 86, County Block 4490, and the Pablo Solis Survey No. 176 3/4, Abstract 700, County Block 4489, Bexar County, Texas, said 709.6 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with yellow "ACES" cap at 12" cedar fence post for the southeast corner of a called 631.64 acre tract and southwest corner of a called 731.15 acre tract both recorded in Volume 6969, Page 1618 of the Official Records of Real Property of Bexar County, Texas and the northeast corner of a called 2179.29 acre tract recorded in Volume 3679, Page 1480 of the Official Records of Real Property of Bexar County, Texas, and also being the northwest corner of said 906.71 acre tract and the herein described tract;

THENCE South 78° 50' 50" East, a distance of 1398.00 feet with fence and common line of said 731.15 acre tract and said 906.71 acre tract, to set MAG nail in rock at 12" cedar fence post;

THENCE North 84° 44' 57" East, a distance of 634.00 feet with fence and common line of said 731.15 acre tract and said 906.71 acre tract, to a set 1/2" iron rod with yellow "ACES" cap at T-post;

THENCE North 84° 35' 10" East, a distance of 1305.44 feet with fence and common line of said 731.15 acre tract and said 906.71 acre tract, to a set 1/2" iron rod with yellow "ACES" cap at 6" cedar post;

THENCE North 61° 09' 57" East, a distance of 141.45 feet with fence and common line of said 731.15 acre tract and said 906.71 acre tract, to a set 1/2" iron rod with "ACES" cap at 3-way fence corner for the northeast corner of the herein described tract;

THENCE South 33° 39' 31" East, a distance of 3255.67 feet crossing said 906.71 acre tract with fence to a set 1/2" iron rod with "ACES" cap on the west right-of-way line of State Highway 211, a variable width right-of-way, minimum of 400 feet, as recorded in Volume 4628, Page 1979 of the Official Records of Real Property of Bexar County, Texas (and basis of bearings) for the east corner of the herein described tract;

THENCE South 20° 50' 07" West, a distance of 66.71 feet along and with the west right-of-way of said State Highway 211 to a point near fence post being an angle point of the herein described tract;

THENCE South 18° 01' 23" West, a distance of 695.14 feet continuing along and with the west right-of-way of said State Highway 211 to a point near fence post being a corner of the herein described tract;

THENCE South 64° 11' 32" West, a distance of 173.28 feet continuing along and with the west right-of-way of said State Highway 211 to a Type 1 Texas Department of Transportation monument being an angle point of the herein described tract;

THENCE South 18° 01' 23" West a distance of 120.00 feet continuing along and with the west right-of-way of said State Highway-211 to a Type 1 Texas Department of Transportation monument being an angle point of the herein described tract;

THENCE South 28° 08' 46" East a distance of 173.28 feet continuing along and with the west right-of-way of said State Highway 211 to a point near fence post being an angle point of the herein described tract;

THENCE South 18° 01' 23" West a distance of 2040.00 feet continuing along and with the west right-of-way of said State Highway 211 to a point near fence post being an angle point of the herein described tract;

THENCE South 10° 25' 42" West a distance of 378.32 feet continuing along and with the west right-of-way of said State Highway 211 to a point near fence post being an angle point of the herein described tract;

THENCE South 18° 43' 03" West a distance of 825.06 feet continuing along and with the west right-of-way of said State Highway 211 to a point near fence post being an angle point of the herein described tract;

THENCE South 18° 42' 49" West a distance of 494.34 feet continuing along and with the west right-of-way of said State Highway 211 to a found ½" iron rod with "ACES" cap being the east corner of a 20.00 acre tract as recorded in Volume 7967, Page 1957 of the Official Records of Real Property of Bexar County, Texas and being the southeast corner of the herein described tract;

THENCE North 71° 18' 06" West a distance of 1394.40 feet departing the west right-of-way of said State Highway 211 and with fence and northeast line of said 20.00 acre tract to a found ½" iron rod with "ACES" cap at fence corner for the north corner of said 20.00 acre tract;

THENCE South 18° 39' 15" West a distance of 597.69 feet with fence and northwest line of said 20.00 acre tract to a found ½" iron rod with "ACES" cap at 3-way fence corner for the northeast corner of a called 162.13 acre tract as recorded in Volume 6680, Page 1094 the Official Records of Real Property of Bexar County, Texas for an interior corner of said 906.71 acre tract and the south corner of the herein described tract;

THENCE North 71° 20' 02" West a distance of 2313.62 feet with fence and common line of said 162.13 acre tract and said 906.71 acre tract, to found 1/2" iron rod with Simpson cap at 3-way fence post being on the east line of a called 2179.29 acre tract as recorded in Volume 3679, Page 1480 of the Official Records of Real Property of Bexar County, Texas, the northwest corner of said 162.13 acre tract and the southwest corner of said 906.71 acre tract and the herein described tract;

THENCE North 00° 27' 27" West, a distance of 6737.20 feet with fence and the common line of said 2179.29 acre tract and said 906.71 acre tract to the POINT OF BEGINNING and containing 709.6 acres, more or less, in Bexar County, Texas.

Plat of survey provided.

ALAMO CONSULTING ENGINEERING
& SURVEYING, INC.



Kevin Conroy, R.P.L.S. #4198

June 19, 2003

Revised: 7/21/03

Job No: 12109



Exhibit A-2: Gallagher Ranch Tract 2 Metes and Bounds

Being 0.568 of one acre of land more or less out of Pablo Solis Survey No. 176 3/4, Abstract No. 700, County Block (C.B.) 4489, Bexar County, Texas also being out a 250.542 acre tract of land conveyed from F.B. Rooks & Sons, et al, to the State of Texas in a Donation Deed dated August 9, 1989 and recorded in Volume 4628, Page 1979, Official Public Records of Real Property, Bexar County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation Type III monument found on the northwest right-of-way line of State Highway 211 for the south corner of this tract; which point is left 250.00 feet from and at right angle to State Highway 211 centerline station 875+85.00;

THENCE with said right-of-way as follows:

1. **NORTH 25° 36' 52" West**, a distance of 152.07 feet to a Texas Department of Transportation Type III right-of-way monument found for an angle point of this tract;
2. **NORTH 20° 43' 04" East**, a distance of 120.00 feet to a Texas Department of Transportation Type III right-of-way monument found for an angle point of this tract;
3. **NORTH 67° 03' 00" East**, a distance of 152.07 feet to a Texas Department of Transportation Type III right-of-way monument found for the north corner of this tract; which point is left 250.00 feet from and at right angle to State Highway 211 centerline station 879+15.00;
4. **THENCE SOUTH 20° 43' 04" West**, a distance of 330.00 feet to the **POINT OF BEGINNING** and containing 0.568 of one acre of land, more or less.

The basis of bearing recited herein is based on Texas Department of Transportation R.O.W. map. This description was prepared from a survey made on the ground by employees of W.F. Castella & Assoc., Inc., and is accompanied by a survey plat with like job number.


Michael Haberer, RPE# 2591

Exhibit A-3: Laredo-Culebra Tract Metes and Bounds

METES AND BOUNDS DESCRIPTION OF A 55.477 ACRE TRACT, BEING TRACT 2

BEING A 55.477 ACRE TRACT OF LAND SITUATED BEXAR COUNTY, TEXAS, AND BEING A PART OF THE H. DAHME SURVEY NO. 256 $\frac{3}{4}$, ABSTRACT NO. 205 (BEXAR), ABSTRACT NO. 1899 (MEDINA), C. ZITELMANN SURVEY NO. 386, ABSTRACT NO. 989 (BEXAR), S. E. THOMSON SURVEY NO. 403, ABSTRACT 680 (BEXAR), S. E. THOMSON SURVEY NO. 403, ABSTRACT NO. 1189 (BEXAR), ABSTRACT NO. 1899 (MEDINA), ALSO BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CULEBRA 1686 LTD. AS RECORDED IN VOLUME 4071, PAGE 1790 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY BEXAR COUNTY, TEXAS, (O.P.R.R.P.B.C.T.) AND VOLUME 62, PAGE 139 OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS (O.P.R.M.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped 1/2-inch iron rod set stamped "SURVCON, INC." in the southerly line of that certain 90.735 acre tract described in deed, as recorded in Volume 8823, Page 1378 of the O.P.R.R.P.B.C.T., said capped 1/2-inch iron rod bears NORTH 89° 50' 49" EAST a distance of 794.67 feet from a 1/2-inch iron rod found at the southwesterly corner of the said 90.735 acre tract, and the easterly line of S.H. 211 as described in deed, recorded in Volume 4628, Page 1834 of the O.P.R.R.P.B.C.T.;

THENCE, NORTH 89° 50' 49" EAST (NORTH 89° 50' 06" EAST) along the said southerly line of the 90.735 acre tract, a distance of 936.37 feet to a capped 1/2-inch iron rod set stamped "SURVCON, INC.", in the westerly line of that certain 1023.752 acre tract described in deed, as recorded in Volume 8698, Page 264 of the O.P.R.R.P.B.C.T.;

THENCE, SOUTH 05° 35' 05" WEST (SOUTH 05° 46' 58" WEST) along the westerly line of the said 1023.752 acre tract, a distance of 191.37 feet (191.37 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 06° 13' 24" EAST (SOUTH 06° 07' 30" EAST) along the westerly line of the said 1023.752 acre tract, a distance of 177.28 feet (176.99 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 04° 31' 37" WEST (SOUTH 04° 26' 17" WEST) along the westerly line of the said 1023.752 acre tract, a distance of 59.73 feet (60.42 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 00° 11' 51" EAST (SOUTH 00° 02' 24" EAST) along the westerly line of the said 1023.752 acre tract, a distance of 817.27 feet (817.00 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 04° 11' 45" EAST (SOUTH 04° 06' 09" EAST)) along the westerly line of the said 1023.752 acre tract, a distance of 165.51 feet (165.70 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 32° 04' 52" WEST (SOUTH 32° 17' 49" WEST) along the westerly line of the said 1023.752 acre tract, a distance of 199.03 feet (199.00 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 25° 38' 37" WEST (SOUTH 25° 48' 31" WEST) along the westerly line of the said 1023.752 acre tract, a distance of 28.97 feet (29.09 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 23° 25' 48" WEST (SOUTH 22° 45' 01" WEST) along the westerly line of the said 1023.752 acre tract, a distance of 54.72 feet (55.63 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 44° 28' 06" WEST (SOUTH 44° 42' 27" WEST) along the westerly line of the said 1023.752 acre tract, passing the southwest corner of the said 1023.752 acre tract at 94.9 feet and continuing in all, a distance of 255.16 feet (255.10 feet) to a 1/2-inch iron rod found;

THENCE, SOUTH 64° 12' 37" EAST (SOUTH 65° 13' 07" WEST) along the easterly line of the herein described tract, a distance of 20.01 feet (19.85 feet) to a capped 1/2-inch iron rod set stamped "SURVCON, INC.";

THENCE, SOUTH 39° 47' 33" EAST (SOUTH 39° 00' 37" EAST) continuing along the said easterly line of herein described tract, a distance of 40.54 feet (41.22 feet) to a 80d nail found at a northwesterly corner of the Geronimo Forest Subdivision (Correction Plat) as recorded in Volume 6100, Page 174-176 of the Deed and Plat Records of Bexar County, Texas;

THENCE, SOUTH 43° 35' 38" WEST (SOUTH 45° 10' 48" WEST) along the said westerly line of the Geronimo Forest Subdivision, a distance of 26.26 feet (24.77 feet) to a capped 1/2-inch iron rod set stamped "SURVCON, INC.";

THENCE, SOUTH 75° 41' 32" WEST (SOUTH 76° 20' 42" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 27.90 feet (28.42 feet) to a 1/2-inch iron rod found;

THENCE, SOUTH 02° 48' 14" WEST (SOUTH 04° 04' 13" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 44.33 feet (44.94 feet) to a capped 1/2-inch iron rod set stamped "SURVCON, INC.";

THENCE, SOUTH 07° 01' 09" EAST (SOUTH 05° 27' 28" EAST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 48.26 feet (48.23 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 14° 30' 09" WEST (SOUTH 16° 03' 50" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 115.57 feet (115.57 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 22° 11' 50" WEST (SOUTH 23° 45' 31" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 74.17 feet (74.17 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 19° 41' 45" WEST (SOUTH 21° 15' 26" EAST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 26.01 feet (26.01 feet) to a capped 1/2-inch iron rod set stamped "SURVCON, INC.";

THENCE, SOUTH 10° 39' 06" WEST (SOUTH 12° 12' 47" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 77.76 feet (77.76 feet) to a 1/2-inch iron rod found;

THENCE, SOUTH 24° 05' 14" WEST (SOUTH 25° 38' 55" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 22.09 feet (22.09 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 41° 26' 04" WEST (SOUTH 42° 59' 45" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 56.41 feet (56.41 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 54° 01' 25" WEST (SOUTH 55° 35' 06" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 59.63 feet (59.63 feet) to a 5/8-inch iron rod found;

THENCE, SOUTH 43° 26' 00" WEST (SOUTH 44° 59' 41" WEST) continuing along the said westerly line of the Geronimo Forest Subdivision, a distance of 152.33 feet (152.33 feet) to a 1/2-inch iron rod found;

THENCE, SOUTH 89° 36' 10" WEST through the said Culebra 1686 LTD. tract, a distance of 61.01 feet to a capped 1/2-inch iron rod set stamped "SURVCON, INC.";

THENCE, NORTH 00° 23' 55" WEST continuing through the said Culebra 1686 LTD. tract, a distance of 3405.36 feet to the POINT OF BEGINNING containing 55.477 acres.

Note: Bearings used in this description are referenced to the Texas State Plane Coordinate System, South Central Zone. Distances shown are surface and can be converted to grid by using a combined scale factor of 0.99987.

This Metes and Bounds description is accompanied by a survey plat of a 266.993 and a 55.477 acre tract of the same date. Calls in parenthesis denote record information.

Job No. 660083-0005
February 2005

Exhibit B: Form of Release of Real Estate Interest in the Nature of a Conservation Easement

**RELEASE OF REAL ESTATE INTEREST IN THE NATURE OF A
CONSERVATION EASEMENT**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR §

WHEREAS, by “Real Estate Interest in the Nature of a Conservation Easement” dated February 25, 2004 and recorded as Document No. 20040041735 in Volume 10591, Page 1430 in the Official Public Records of Real Property of Bexar County, Texas, as amended by that certain “First Amendment to the Real Estate Interest in the Nature of a Conservation Easement” dated June 3, 2005 and recorded as Document No. 20050129093 in Volume 11448, Page 2361 Official Public Records of Real Property of Bexar County, Texas, the “**Interest**”, the City of San Antonio (“**COSA**”) conveyed to the San Antonio Water System (“**SAWS**”) certain rights in the nature of a conservation easement over certain real property in Bexar County, Texas, being described more particularly in Exhibit “A” attached hereto and incorporated herein (the “**Subject Property**”);

WHEREAS, the Subject Property is being conveyed contemporaneously herewith by COSA to the Texas Parks and Wildlife Department, an agency of the State of Texas, and in connection therewith, COSA is reserving a Conservation Easement that will provide substantially equivalent Edwards Aquifer protection as contained in the Interest;

WHEREAS, to facilitate the transaction described above, COSA has requested that SAWS release its Interest in the Subject Property;

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, including but not limited to the consideration contained in that certain Property Substitution Agreement by and between COSA and SAWS of even date herewith, SAWS does release the Interest to the Subject Property.

Signature and acknowledgment on following page

EXECUTED this _____ day of _____, 201__.

SAN ANTONIO WATER SYSTEM

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

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by Nancy Belinsky, Vice President and General Counsel of the San Antonio Water System, on behalf of said Water System.

Notary Public, State of Texas

Exhibit C: Canyon Ranch Metes and Bounds

A 400,168 acre, or 14,431,336 square feet more or less, tract of land being that called 400,001 acre tract conveyed to Maize-444 Balford, LC in General Warranty Deed recorded in Volume 8823 Pages 797-803 of the Official Public Records of Real Property of Bexar County, Texas, also out of the D.S. Alvey Survey Number 5, Abstract 1036, County Block 4484, the W.D. Rowerswell Survey Number 1, Abstract 1065, County Block 4485 and the Manuel Gomez Survey Number 7, Abstract 1045, County Block 4518 of Bexar County Texas. Said 400,168 acre tract being more fully described as follows (with the basis of bearings being the North American Datum of 1983 (NAD 83) from the Texas Coordinate System established for the south central zone):

BEGINNING At a found $\frac{1}{2}$ " iron rod with cap stamped "Baker" at the south corner of a 75,000 acre tract recorded in Volume 9150 Pages 664, on the east line of a 1121.668 acre tract conveyed to the Texas Department of Parks and Wildlife in Volume 6706 Pages 54-69 of the Official Public Records of Real Property of Bexar County, Texas, and angle point in the northwest line of said 400,001 acre tract, said point having State Plane Coordinates for said zone of $T'N$ 13,760,594.52 and E 2,052,893.28 and Geographic Coordinates of $29^{\circ}35'08.50''$ North and $98^{\circ}44'04.07''$ West.

THENCE: N $65^{\circ}06'22''E$, along and with the northwest line of said 400,001 acre tract, the southeast line of said 75,000 acres, at a distance of 622.25 feet passing the southeast corner of said 75,000 acre tract and continuing with the remaining portion of that 436.95 acre tract recorded in Volume 8394 Pages 952-960 of the Official Public Records of Real Property of Bexar County, Texas for a total distance of 2643.87 feet to a found $\frac{1}{2}$ " iron rod at the south corner of said 400,001 acre tract, the northwest corner of a 592.9 acre tract recorded in Volume 8819 Pages 72-83 of the Official Public Records of Real Property of Bexar County, Texas.

THENCE: S $14^{\circ}39'19''W$, along and with the west line of said 592.9 acre tract a distance of 3733.71 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Page-Dawson" at the southwest corner of said 592.9 acre, the northwest corner of 804,618 acre tract recorded in Volume 7876 Pages 806-811 of the Official Public Records of Real Property of Bexar County, Texas.

THENCE: Along and with the west line of said 804,618 acre tract the following calls and distances:

S $14^{\circ}52'54''W$, a distance of 1890.72 feet to a found $\frac{1}{2}$ " iron rod;

S $15^{\circ}15'31''W$, a distance of 566.74 feet to a found 60D nail;

S $14^{\circ}35'21''W$, a distance of 1740.58 feet to a found $\frac{1}{2}$ " iron rod marked "Baker", an exterior angle point in the west line of said 804,618 acre tract, an interior angle on the northeast line of a 4702,929 acre tract recorded in Volume 5766 Pages 505-512 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N $30^{\circ}31'15''W$, along and with the northeast line of said 4702,929 acre tract a distance of 6399.69 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Page-Dawson" at the south corner of the aforementioned 1121,668 acre tract, the west corner of said 400,001 acre tract;

THENCE: N $73^{\circ}22'10''E$, along and with the southeast line of said 1121,668 acre tract a distance of 3117.11 feet to a found $\frac{1}{2}$ " iron rod marked "Baker" for an exterior angle in said line;

THENCE: N $35^{\circ}24'36''W$, along and with the northeast line of said 1121,668 acre tract, a distance of 198.11 feet to the **POINT OF BEGINNING** and containing 400,168 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Page-Dawson Engineers, Inc.

A 20.834 acre, or 907,529 square feet more or less, tract of land being out of the remainder of that 436.95 acre tract conveyed to Mabe-Canyon Ranch, LC recorded in Volume 8394, Page 952-960 of the Official Public Records of Real Property of Bexar County, Texas, out of the Manuel Gomez Survey No. 7, Abstract 1045, County Block 4518 of Bexar County Texas. Said 20.834 acre tract being more fully described as follows (with the basis of bearings being the North American Datum of 1983 (NAD 83) (CORS 96), from the Texas Coordinate System established for the south central zone):

BEGINNING: At a found 1/2" iron rod at the northwest corner of a 592.9 acre tract recorded in Volume 8819 Pages 72-83 of the Official Public Records of Real Property of Bexar County, Texas, the north corner of a 400.001 acre tract recorded in Volume 8825 Pages 797-803 of the Official Public Records of Real Property of Bexar County, Texas, said point having State Plane Coordinates for said zone of N 13,761,707.23 and E 2,055,291.10 and Geographic Coordinates of 29°35'19.46" North and 98°43'36.88" West;

THENCE: S 63°06'22"W, along and with the northwest line of said 400.001 acre tract a distance of 2021.62 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" in the southeast line of a 75.00 acre tract recorded in Volume 9150 Pages 664-670 of the Official Public Records of Real Property of Bexar County, Texas from which a found 1/2" iron rod marked "Baker" at the south corner of said 75.00 acres bears S63°06'22"W a distance of 622.25 feet;

THENCE: Departing said line, along and with the southeast line of said 75.00 acre tract, the following calls and distances:

N 24°53'38"W, a distance of 71.00 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" of curvature;

Along the arc of a curve to the right, said curve having a radius of 330.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 20°06'22" E, 466.69 feet, for an arc length of 518.36 feet to a found 1/2" iron rod marked "Baker";

N 67°48'19"E, a distance of 1293.06 feet to a found "4" in rock;

N 15°50'41"W, a distance of 418.79 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 79°45'04"E, departing the east line of said 75.00 acre tract, over and across said 436.95 acre tract a distance of 642.50 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 86°15'50"E, a distance of 102.16 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 14°39'19"W, 450.00 feet to the POINT OF BEGINNING and containing 20.834 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Exhibit D: Form of Canyon Ranch Transfer of Use and Control

TRANSFER OF USE AGREEMENT

An Agreement is made this day between the City of San Antonio, hereinafter referred to as “CITY” in cooperation with the San Antonio Water System, hereinafter referred to as “SAWS”, acting by and through duly authorized representatives, as follows:

WHEREAS, SAWS is the beneficial owner of a 15% undivided interest (the “Interest”) in certain real property which is more particularly described and depicted in Exhibit “A” attached hereto and made a part hereof, herein referred to as the “ Subject Property”, and

WHEREAS, the CITY owns a 15% undivided interest in the Subject Property, and Texas Parks and Wildlife Department (“Texas Parks”), an agency of the State of Texas, owns the remaining 70% undivided interest in the Subject Property; and

WHEREAS, in connection with expansion of the Government Canyon natural area and transfer of management and control of same to Texas Parks, the CITY desires to convey its 15% interest and the Interest to Parks; and

WHEREAS, to facilitate such transfer, SAWS has agreed to transfer use, benefit and control of its Interest to the CITY and the CITY has agreed to provide compensation to SAWS for the transfer of the Interest, and

WHEREAS, SAWS is a municipally owned utility of CITY,

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING TRANSFER OF USE OF CERTAIN PROPERTY;

SECTION I. SAWS hereby transfers use, benefit and control of the Interest in the Subject Property to CITY, together with its interest in the appurtenant 2.096 acre access easement.

SECTION II Contemporaneously with the date of execution of this Transfer and Use Agreement, CITY and SAWS have entered into a Property Swap Agreement that provides for consideration for SAWS’ transfer of use, benefit and control of the Interest.

SECTION III. Neither CITY nor SAWS by execution of this Transfer of Use Agreement waive or relinquish any right which they may have under the law or constitution, state or federal.

SECTION V. **Condition of Subject Property.**

(a) Disclaimer. SAWS hereby specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the Subject Property, including, but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Subject Property, for any and all activities and uses which CITY may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Subject Property or the operation of the Subject Property with any laws, rules, ordinances, or regulations of any government or other body. SAWS HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY CONDUCT THEREON, COMPLIANCE BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, SAWS DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. By accepting transfer of the use, benefit and control of the Interest in the Subject Property, CITY acknowledges that it has inspected the Subject Property to its satisfaction. CITY agrees to accept transfer of the use, benefit and control of the Interest in the Subject Property with the Subject Property being in its present AS IS condition WITH ALL FAULTS.

(b) Property Condition. CITY ACKNOWLEDGES AND AGREES THAT CITY IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE SUBJECT PROPERTY AND THAT CITY HAS INSPECTED THE SUBJECT PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. CITY ACKNOWLEDGES THAT IT IS FULLY RELYING ON CITY'S (OR CITY'S REPRESENTATIVES') INSPECTIONS OF THE SUBJECT PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SAWS OR ANY OF ITS REPRESENTATIVES. CITY ACKNOWLEDGES THAT CITY HAS (OR CITY'S REPRESENTATIVES HAVE) THOROUGHLY INSPECTED AND EXAMINED THE SUBJECT PROPERTY TO THE EXTENT DEEMED NECESSARY BY CITY IN ORDER TO ENABLE CITY TO EVALUATE THE CONDITION OF THE SUBJECT PROPERTY AND ALL OTHER ASPECTS OF THE SUBJECT PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY); AND CITY ACKNOWLEDGES THAT CITY IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE SUBJECT PROPERTY. CITY HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT SAWS SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE

OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE SUBJECT PROPERTY ATTRIBUTABLE TO THE PERIOD FROM AND AFTER THE DATE HEREOF. CITY EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT CITY MIGHT OTHERWISE HAVE AGAINST SAWS RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE SUBJECT PROPERTY.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2014.

CITY OF SAN ANTONIO

SAN ANTONIO WATER SYSTEM

By: _____

By: _____

Printed Name: _____

Nancy Belinsky
Vice President and General Counsel

Title: _____

APPROVED AS TO FORM:

City Attorney

Points of contact:

Grant Ellis	CITY 207-2815
Audrey Zamora Johnson	CITY 207-2094
Bruce Haby	SAWS 233-3636
Mark Brewton	SAWS 233-3371

STATE OF TEXAS §

§

COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Nancy Belinsky, Vice President and General Counsel of the San Antonio Water System, on behalf of said Water System.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, _____ of the City of San Antonio, a Texas municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of San Antonio
City Clerk
100 Military Plaza, 2d Floor City Hall
San Antonio, Texas 78205

Exhibit E: Description and Depiction of Barkley Ranch

FIELD NOTES DESCRIPTION FOR 720.37 ACRES OF THE FRIO PROPERTY, LTD. AND CONCAN PARTNERSHIP PROPERTY IN UVALDE COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 720.37 acres, more or less, comprising approximate acreage out of various Original Patent Surveys in Uvalde County, Texas as follows:

Survey No.	Original Grantee	Abstract No.	Acres
634	H.J. Parkerson	379	344.89
758	H.S. Johnston	1260	37.89
759	T.C. Ry. Co.	1035	19.43
760	H.S. Johnston	1261	318.16

Being all of 376.09 acres conveyed from Richard A. Wright and Gloria A. Wright to Frio Property, Ltd. by a Warranty Deed with Vendor's Lien executed the 12th day of September, 2003, and recorded in Volume 514 at Page 254 of the Official Public Records of Uvalde County, Texas; 336.78 acres conveyed from John M. Barkley, Jr., et al, to Concan Partnership by a Warranty Deed executed the 10th day of March, 1986, and recorded in Volume 269 at Page 269 of the Official Public Records of Uvalde County, Texas; 3.06 acres conveyed from John M. Barkley, Jr., et ux, et al, to Concan Partnership by a Warranty Deed executed the 29th day of November, 2002, and recorded in Volume 500 at Page 885 of the Official Public Records of Uvalde County, Texas; and the following parcel being part of said 336.78 acres: 96.00 acres conveyed from John Barkley, Jr., et ux, to Concan Partnership by a Warranty Deed executed the 29th day of November, 2002, and recorded in Volume 500 at Page 890 of the Official Public Records of Uvalde County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron stake found at or near the west corner of said Survey No, 634, the north common corner between said 336.78 and 367.09 acre tracts, the southeast line of Lot No. 15 of The Ranch, Unit II, a subdivision of Uvalde County according to the Plat of Record in Document No. 2004003231 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 acres and said Lot No. 15, N44°25'57"E., passing Lot Nos. 15, 4, 6 and 5 of said The Ranch, Unit II, at approximately 2896 ft. passing the south corner of 1.87 acres conveyed from Robert W. Mayo to The Ranch Subdivision Homeowners' Association, Inc. by a General Warranty Deed executed the 16th day of November, 2007, and recorded as Document No. 2007004374 in the Official Public Records of Uvalde County, Texas; at approximately 3542 ft. passing a south corner of 18.48 acres conveyed as Tract One from Geoffrey Myane, Jr., et ux, to the Myane Childrens' Trust by a Gift Warranty Deed executed the 3rd day of January, 2012, and recorded as Document No. 2012000005 in the Official Public Records of Uvalde County, Texas; then continuing not along a fence for a total distance of 4254.64 ft. to an unmarked point which bears 23.79 ft. S45°13'E from a fence post, a north corner of the herein described tract;

THENCE, along or near a fence, S45°12'50"E., 191.30 ft. to a fence post for a reentrant corner of the herein described tract; N45°20'42"E., 431.11 ft. to a fence post for a reentrant corner of said 96.00 acres and the herein described tract; and N45°12'50"W., 198.03 ft. to an unmarked point for a west corner of the herein described tract which bears 8.44 ft. N45°21'42"E from a fence post; the southeast line of 4.71 acres

720.37 Acres Page 2 of 3

conveyed from Louise M. Meyer, et vir, to Edwin C. Meyer by a Warranty Deed executed the 2nd day of September, 1966, and recorded in Volume 164 at Page 316 of the Deed Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 and 4.71 acre tracts, N45°21'42"E., 102.64 ft. to a fence post for the north corner of said 336.78 acres and the herein described tract, the southwest line of State Highway No. 127, also the southwest line of 6.70 acres conveyed from J.P. Cunningham, et al, to the State of Texas by a Right-of-Way Deed executed the 25th day of April, 1934, and recorded in Volume 82 at Page 192 of the Deed Records of Uvalde County, Texas;

THENCE, along or near a fence, with the northeast line of said 336.78 and 96.00 acre tracts, the southwest line of said State Highway No. 127 and said 6.70 acres, S51°20'31"E., 837.17 ft. to a brass disc found in concrete at the beginning of a 01°57'57" curve to the left; 531.47 ft. along the arc of said curve subtended by a 10°26'50" central angle and 2914.79 ft. radius (long chord = S56°34'29"E., 530.74 ft. to a brass disc found in concrete at its end; S61°47'55"E., at approximately 288 ft. passing the east corner of said 96.00 acres, then continuing with the northeast line of said 336.78 acres for a total distance of 1434.83 ft. to a brass disc found in concrete; and S62°00'30"E., 292.25 ft. to a 3/8" iron stake found for its east corner, the north corner of 3.503 acres conveyed from Patricia Roann Daugherty Stoner to Patricia Roann Daugherty Stoner by a Correction Executrix's Deed executed the 31st day of May, 2002, and recorded in Volume 483 at Page 895 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 and 3.503 acre tracts, S45°08'20"W., 828.03 ft. to a concrete monument found for the west corner of said 3.503 acres, a north corner of a remaining portion of 454.2 acres conveyed from Patricia Roann Daugherty Stoner to Billy J. Tiller, Trustee by an Executrix's Deed executed the 20th day of October, 2003, and recorded in Volume 516 at Page 497 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 and 454.2 acre tracts, S45°09'22"W., 3463.56 ft. to a fence corner post found for the north common corner between said 376.09 and 454.2 acre tracts, a reentrant corner of the herein described tract;

THENCE, along or near a fence, with the east line of said 376.09 acres, S41°50'38"E., 999.97 ft. to a 1/2" iron stake set for the east corner of said 376.09 acres and the herein described tract;

THENCE, with a south line of said 376.09 acres, S64°47'50"W., 449.71 ft. to a fence angle post found in the common line between said 376.09 acres and 4267.75 acres conveyed from Albert Bruce McQuown to Annandale Ranch Partnership, L.P. by a Special Warranty Deed executed the 23rd day of December, 2010, and recorded as Document No. 2011000413 in the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 376.09 and 4267.75 acre tracts, all points being found 3/8" iron stakes unless stated otherwise: S68°26'23"W., 295.95 ft.; S13°52'33"W., 415.49 ft.; S15°55'21"E., 583.90 ft. for an east corner of said 376.09 acres and the herein described tract, a reentrant corner of said 4267.75 acres; S52°16'43"W., 367.74 ft.; S73°11'33"W., 457.28 ft.; N74°12'11"W., 743.47 ft.; N51°40'08"W., 611.92 ft.; S82°01'00"W., 208.12 ft.; S51°53'27"W., 1494.34 ft.; S70°30'12"W., 531.12 ft. to a fence post found for a reentrant corner of said 376.09 acres and the herein described tract, a northwest corner of said 4267.75 acres; S03°52'48"E., 431.43 ft.; and S10°42'01"W., 728.90 ft. to a 3/8" iron stake found for the most southerly southeast corner of said 376.09 acres and the herein described tract, a northeast corner of 1260.00 acres conveyed as First Tract from Helen Carolyn Fitzgerald Chapman, et vir, et al, to Steve P.

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Urso, et ux, by a Warranty Deed with Vendor's Lien executed the 28th day of December, 1998, and recorded in Volume 408 at Page 458 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 376.09 and 1260.00 acre tracts, S81°33'38"W., 1745.76 ft. to a ½" iron stake set for the southwest corner of said 376.09 acres and the herein described tract, the centerline of a 60 ft. wide road easement described in Tract II of said Volume 514, Page 254, the east corner of 373.77 acres conveyed as First Tract from Helen Carolyn Fitzgerald Chapman, et vir, et al, to Howard and Beverly Pouncy 1997 Trust by a General Warranty Deed executed the 12th day of February, 1999, and recorded in Volume 410 at Page 890 of the Official Public Records of Uvalde County, Texas;

THENCE, generally east of a fence, with the common line between said 376.09 and 373.77 acre tracts, the centerline of said road easement, all points being unmarked unless stated otherwise: N34°50'55"W., 838.73 ft.; N27°53'52"W., 175.06 ft.; N32°01'42"E., 82.61 ft.; N05°35'36"W., 117.03 ft.; N48°33'42"W., 66.57 ft.; N27°00'35"W., 245.17 ft.; N43°03'44"W., 59.28 ft.; N16°27'15"W., 211.33 ft.; and N39°13'50"W., at approximately 117 ft. passing a gate, then continuing west of a fence for a total distance of 231.94 ft. to a ½" iron stake set for the west corner of said 376.09 acres and the herein described tract, the south corner of a remaining portion of 640 acres conveyed from W.E. Fitzgerald to L.W. Florea by a Deed executed the 29th day of January, 1904, and recorded in Volume 29 at Page 250 of the Deed Records of Uvalde County, Texas;

THENCE, along and south of a fence, upon, over and across said 640 acres, with the northwest line of said 376.09 acres, N54°53'42"E., 1977.28 ft. to a set ½" iron stake; N47°53'12"E., at approximately 21 ft. crossing fence, then continuing north of and converging with fence, at a total distance of 1231.84 ft. to a ¾" iron stake found for a reentrant corner of said 376.09 acres and the herein described tract; N07°36'22"W., 648.42 ft. to a ¾" iron stake found for a northwest corner of said 376.09 acres and the herein described tract; and N41°20'49"E., 584.08 ft. to a concrete monument found for the south corner of Lot No. 17 of said The Ranch, Unit II;

THENCE, along or near a fence, with the common line between said 376.09 acres and Lot Nos. 17, 16 and 15 of said The Ranch, Unit II, N44°07'17"E., 1105.62 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or Corners; that all property corners are as stated. (Bearing basis = True north based on GPS observations)

Dates surveyed: March 20 through 28, 2014

Dated this 29th day of April, 2014



Mike A. Grogan
Registered Professional Land Surveyor No. 5296
Licensed State Land Surveyor
Firm No. 10160200



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