

**CITY OF SAN ANTONIO  
PARKS AND RECREATION DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Sheryl Sculley, City Manager

**FROM:** Malcolm Matthews, Director, Parks and Recreation Department

**SUBJECT:** Donation of property of 21.112 acres and Purchase of Groundwater Rights for the Linear Creekways Development Project

**DATE:** June 29, 2006

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the acceptance of a donation of a 21.112 acre tract of land, which will be designated as park land, along Salado Creek from Oakwell Holdings, L.L.C.; purchase of 30-acre-foot of Edwards Aquifer groundwater rights; acceptance of a groundwater well with improvements and associated property including the 0.009 acre well site from the Tobin Endowment; and acceptance of a lease for a driving range from Oakwell Holdings, L.L.C. in connection with the Linear Creekways Development Project in City Council District 10. Funds of \$50,000.00 will be utilized for the purchase of groundwater rights; \$1,639.80 for closing costs and title insurance, and \$10,000.00 for compliance with state and local regulatory standards; appropriates \$61,639.80 from Proposition 3 Sales Tax Initiative funds; and establishes a project budget.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The passage of the Proposition 3 Sales Tax Initiative by referendum in 2000 authorized the collection of a 1/8-cent sales tax to fund the acquisition of properties along Leon and Salado Creeks and subsequent development of Linear Parks. To date, the City has acquired 724.99 creekway acres and approval of this action would increase the total number of creekway acres acquired to 746.11.

This ordinance will authorize the acceptance of a donation of one tract totaling 21.112 acres of land along Salado Creek from Oakwell Holdings, L.L.C. in City Council District 10. This 21.112 acre property has an existing driving range facility, which has a lease that will be transferred from Oakwell Holdings, L.L.C. to the City of San Antonio under the same terms, including the remaining ten years of the lease. The driving range and improvements will be owned by the City of San Antonio with the lessee paying rent for the facility on an annual basis. The driving range currently has an agreement with Oakwell Holdings, L.L.C. to use the

groundwater well for irrigation. The City will purchase the water rights from the Tobin Endowment at a cost of \$50,000.00. The groundwater well and associated property and improvements including the 0.009 acre well site will be dedicated to the City. SAWS has completed an inspection of the well, and determined that state and local regulatory agencies require that the well casing be raised three feet to bring it out of the 100-year flood plain, for which \$10,000 is allocated in this ordinance. The lessee will pay for the maintenance of the well and the cost of the water pumped from the well. Most of the property to be donated to the City is in the 100-year flood plain. The acquisition of the property will contribute as an entry point into the shared-use paths planned for this section under the Linear Creekways Development Project.

The Planning Commission is scheduled to review this action at its June 28, 2006 meeting.

### **POLICY ANALYSIS**

This acquisition is consistent with the City's Proposition 3 Sales Tax Initiative in acquiring properties along both Leon and Salado Creeks, and is in keeping with Natural Resource and Urban Design Goals of the San Antonio Master Plan Policies to "Preserve the unique, rare and significant features of San Antonio's natural environment" and to "Develop and maintain a diversified and balanced citywide system of parks and open space".

### **FISCAL IMPACT**

The amount of \$61,639.80 is available from Proposition 3 Sales Tax Initiative funds for land acquisition. The following table summarizes the fiscal impact of the acres acquired to date (including the proposed action) in connection with the Linear Creekways Development Project.

<b>Proposition 3 Sales Tax Initiative Funds (Available for Acquisitions)</b>	<b>\$17,000,000.00</b>
Funds Used to Date	\$7,807,953.75
<b>Remaining Funds Available</b>	<b>\$9,192,046.25</b>
Funds Required for Proposed Action	\$61,639.80
<b>Remaining Fund Available</b>	<b>\$ 9,130,406.45</b>


Through the golf driving range lease assignment, it is anticipated that the City will receive approximately \$31,000.00 per year, which will be deposited to the Golf Fund.

## **COORDINATION**

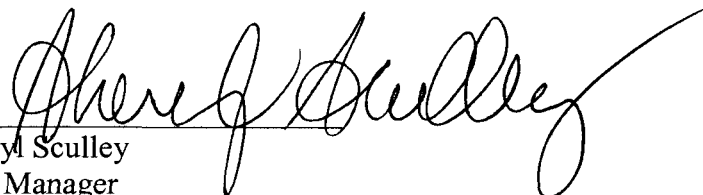
This item has been coordinated with the San Antonio Water System, the Planning Commission, the Finance Department, the City Attorney's Office, and the Office of Management and Budget.

## **SUPPLEMENTARY COMMENTS**

The following attachments are included for review: Attachment I - Listing of Proposed Land Acquisition; Attachment II - Site Location Map; Attachment III – Contract Documents; Attachment IV - Discretionary Contracts Disclosure Form and Conflict of Interest Questionnaire.

  
\_\_\_\_\_  
Malcolm Matthews  
Director of Parks and Recreation  
\_\_\_\_\_  
Frances A. Gonzalez,  
Assistant City Manager

Approved for Council Consideration:

  
\_\_\_\_\_  
Sheryl Sculley  
City Manager

## ATTACHMENT I

### LIST OF PROPOSED LAND ACQUISITIONS

Council District	Address	Legal Description	Acreage
10	0 Ira Lee Rd., 430 Ira Lee Rd., 450 Ira Lee Rd.	21.112 acre tract out of NCB 12163	21.112
10	302 Ira Lee Rd.	0.009 acre tract out of NCB 12163	0.009

## ATTACHMENT II

**Address: 0 Ira Lee, 430 Ira Lee, 450 Ira Lee, 302 Ira Lee**

**Legal Description: 21.112 acre tract out of NCB 12163;**

**0.009 acre tract out of NCB 12163**



### **ATTACHMENT III: CONTRACT DOCUMENTS**

- 1) Groundwater Rights Sales Agreement
- 2) Groundwater Rights Deed
- 3) Dedication Deed (Well Site – 0.009 acres)
- 4) Dedication Deed (21.112 acre tract)
- 5) Assignment and Assumption of Lease



Project: Sales Tax Venue Project for  
Linear Parks  
Parcel: Water Rights

## CITY OF SAN ANTONIO

P. O. BOX 839966  
SAN ANTONIO TEXAS 78283-3966

### GROUNDWATER RIGHTS SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS     }  
                              }  
COUNTY OF BEXAR   }

KNOW ALL MEN BY THESE PRESENTS:

THAT, **The Tobin Endowment**, hereinafter referred to as "**SELLER**", for and in consideration of the agreed purchase price for the Water Rights in the amount of **Fifty Thousand and No/100 (\$50,000.00) DOLLARS** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** to the City of San Antonio, hereinafter referred to as "**PURCHASER**", subject to any liens for current taxes and assessments and all easements, rights-of-way, and prescriptive rights, whether of record or not, and all presently recorded instruments, other than liens and conveyances that affect the Well Site and/or the Water Rights (as such terms are defined herein), the following:

**WELL SITE:** 0.009 acres of land, more or less, in San Antonio, Bexar County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon, including the existing water well thereon ("Water Well"). The conveyance of the Well Site to Purchaser shall be subject to the right of reverter to Seller (or an entity designated by Seller) if the Water Well located on the Well Site is capped, plugged, or otherwise rendered inoperative, whether by operation of law or otherwise.

**WATER RIGHTS:** All of the interest in thirty (30.00) acre-feet per annum of permitted, Edwards Aquifer Industrial groundwater ("Groundwater") which relates to (but does not include any interest in the ownership of) the surface estate of the real property described in Exhibit B attached hereto and incorporated herein ("Real Property"), and being all of that groundwater described in Edwards Aquifer Authority ("EAA") Permit No. IRP 2005-P100-337 (BE00115A) ("Permit"), and all rights associated therewith, to the extent said rights are assignable (collectively, the "Water Rights"), including, but not limited to:

- (a) All of the real and personal property rights, appurtenances, authorities, licenses, consents, and contracts, if any, relating to or pertaining to the Groundwater, which shall also include all common law property rights in and to the Groundwater, as well as those rights or interest which now or in the future may be useful or necessary to withdraw and/or beneficially use the Groundwater (collectively, the "Appurtenant Rights");
- (b) All of the real and personal property rights relating to the permit rights, including all rights in and to the Permit that relates to the Groundwater, allowing for the possession, withdrawal, and/or use of the Groundwater (collectively, the "Permit Rights"); and
- (c) Any and all other real and personal property rights to develop, explore, produce, withdraw, and/or beneficially use the Groundwater, Appurtenant Rights, Permit or Permit Rights, together with all modifications, amendments, renewals, extensions, and successor or substitute permits relating to any of the above described items.

1) **CONSIDERATIONS:** The Purchase Price for the Water Rights shall be the sum of Fifty Thousand and no/100 Dollars (\$50,000.00). The Well Site is being conveyed by Seller to Purchaser as a gift and without consideration.

2) **SPECIAL CONDITIONS:** The sale of the Well Site and the Water Rights shall be subject to the following reservations and exceptions, which may be set forth in the Deeds to be delivered at Closing and which shall survive the Closing of the conveyance of the Well Site and Water Rights:

(a) Standby fees, taxes and assessments by any taxing authority for the current year and subsequent years, and subsequent assessments for prior years, the payment of which Grantee assumes. Grantor shall not be responsible for any currently outstanding and/or future imposed rollback taxes, if any, attributable to any period of time prior to the date hereof resulting from any exemption or special use valuation. Grantee acknowledges and agrees that the Well Site and the Water Rights will be used by Grantee for public purposes.

(b) Current EAA fees on Grantor's previous use or ownership of the Water Rights have been paid or will be paid prior to delinquency.

(c) The matters set forth in Exhibit C attached hereto and incorporated herein, and all other validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding, and other instruments that affect the Well Site and/or the Water Rights.

(d) **PURCHASER** shall repair any damage caused by entry on or the inspection of the Well Site, the Water Well and/or Real Property by **PURCHASER** or its employees, agents or consultants.

(e) From and after Closing, **PURCHASER** shall be responsible for and shall at all times comply with all applicable laws, rules and regulations with respect to the Well Site and the Water Well.

(f) Purchaser acknowledges that water from the Water Well is currently used by (i) Northeast Golf Center, L.L.C. pursuant to the terms of the Ground Lease Agreement dated July 1, 2001, evidenced by the Memorandum of Lease recorded in Volume 9083, Page 1906, Real Property Records of Bexar County, Texas, and (ii) Frank H. Owens, Jr. and Candie L. Owens, operators of the Equestrian Center, pursuant to the License Agreement, recorded in Volume 7136, Page 66, Real Property Records of Bexar County, Texas. Purchaser represents to Seller that Purchaser will not cap, plug, or otherwise render the Water Well inoperative, unless required to take such action by applicable law or regulatory authority or in the event of default by the users of the Water Well of their respective obligations under applicable agreements.

(g) EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEEDS TO BE DELIVERED AT CLOSING, **SELLER** HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE WELL SITE, THE WATER WELL, THE WATER RIGHTS, THE GROUNDWATER AND THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE AVAILABILITY, NATURE, QUANTITY, QUALITY OR CONDITION OF THE WELL SITE, THE WATER WELL, THE GROUNDWATER OR THE REAL PROPERTY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE IN THE GROUNDWATER OR ON OR ABOUT THE WELL SITE AND/OR THE REAL PROPERTY; THE SUITABILITY OR FITNESS OF THE WELL SITE, THE WATER WELL, THE WATER WELL, AND/OR THE WATER RIGHTS FOR **PURCHASER'S** INTENDED USE; COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ENVIRONMENTAL REGULATIONS; AND THE HABITABILITY,



MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WELL SITE, THE WATER WELL, THE WATER RIGHTS, THE GROUNDWATER OR THE REAL PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, **PURCHASER** HEREBY WAIVES, RELEASES AND AGREES NOT TO SEEK RECOURSE AGAINST **SELLER** ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY **PURCHASER** WITH REGARD TO ANY OF THE MATTERS DESCRIBED ABOVE. **SELLER** SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM THE CONDITION, OWNERSHIP, USE, MAINTENANCE, REPAIR OR OPERATION OF THE WELL SITE, THE WATER WELL, THE WATER RIGHTS, THE GROUNDWATER AND/OR THE REAL PROPERTY.

3) **SURVEY:** **PURCHASER** may obtain a survey of the Well Site and the Real Property. Costs for the survey obtained by the **PURCHASER** shall be paid by **PURCHASER** and included in the closing costs as noted in Section 5.

4) **LIENS:** **SELLER** hereby agrees to furnish **PURCHASER** a Release of Lien or Partial Release of Lien, if applicable.

5) **AGREED PURCHASE PRICE:** The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the **SELLER**, if any.

6) **CLOSING COSTS:** **PURCHASER** shall pay for a title policy for **PURCHASER** and **SELLER** shall furnish to the Title Company any affidavits or other documents or instruments required of **SELLER**. **PURCHASER** shall pay for all other closing costs not covered by the preceding sentence.

7) **TITLE COMPANY:** **Alamo Title Company** shall act as escrow agent. **SELLER**, upon demand by the **PURCHASER**, agrees to deliver the closing documents duly executed to the escrow agent at its San Antonio office, and to surrender possession of the Well Site and the Water Rights to **PURCHASER** upon closing of escrow.

8) **PAYMENT:** The Purchase Price is payable at the time of the delivery of the Water Rights deed.

9) **ASSESSMENTS:** Subject to the terms of Section 2 (a) herein, at or before closing, **SELLER** shall pay all taxes and assessments currently due and payable, if any, attributable to the Well Site and the Water Rights. Obligations imposed by this paragraph will survive closing.

10) **APPROVAL BY CITY COUNCIL:** This transaction is subject to the approval of the City Council of the City of San Antonio through passage of an appropriate ordinance. It shall not be binding upon the **PURCHASER** until it is so approved and executed by the **PURCHASER**, acting by and through its City Manager or other designated official. This contract contains the entire consideration for the sale and conveyance of the Well Site and the Water Rights; it being agreed and understood that there is no valid other written or verbal agreement regarding the Well Site and/or the Water Rights between **SELLER** and the City, or any officer or employee of the City.

11) **TITLE DEFECTS:** If examination of title or any other source discloses any defects in the title to the Well Site or the Water Rights which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the Well Site or the Water Rights, then the **PURCHASER**, in lieu of completing the purchase of the Well Site or the Water Rights, may proceed to acquire the same by condemnation. The **SELLER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the purchase price above stated, which price the **SELLER** hereby declares to be the fair market value of its interest in the Water Rights for purposes of any such eminent domain action.

12) **CLOSING:** Closing shall occur on June 16, 2006 or such later date as is mutually agreeable to the parties hereof. Time is of the essence.

(Signatures on next page)

**Exhibits:**

Exhibit A -- Well Site (0.009 acres)

Exhibit B -- Real Property (21.112 acres)

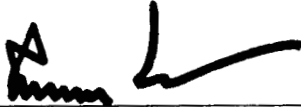
Exhibit C -- Reservations from and Exceptions to Conveyance and Warranty

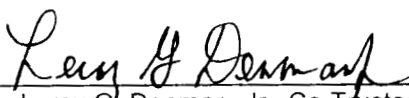
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IN WITNESS WHEREOF, the parties have signed this instrument on the dates set forth below

**SELLER:**

**THE TOBIN ENDOWMENT**

By: \_\_\_\_\_  
J. Bruce Bugg, Jr., Co-Trustee

By: \_\_\_\_\_  
Leroy G. Denman, Jr., Co-Trustee

Date: June 6\_\_\_\_\_, 2006

SELLER'S ADDRESS: 3316 Oakwell Court  
San Antonio, Texas 78218

**PURCHASER:**

**THE CITY OF SAN ANTONIO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2006

ACCEPTED:

ALAMO TITLE COMPANY, AS ESCROW AGENT:

BY: \_\_\_\_\_

Date: \_\_\_\_\_, 2006

EXHIBIT A

WELL SITE (0.009 ACRES)

FIELD NOTES  
FOR  
0.009 ACRE  
(400 Sq. Ft.)  
WATER WELL

BEING 0.009 acre, or 400 Sq. Ft. water well easement out of a 1.095 acre tract out of the Gonifacia Rodriguez Survey, Patent No. 131, as recorded in Volume 5741, Page 368 of the Real Property Records of Bexar County, Texas, said 0.009 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a point which bears South 89° 49' 00" West, a distance of 48.78 feet from a found ½" iron rod for the northeast corner of said 1.095 acre tract, said point being on the south line of a 65.59 acre tract as recorded in Volume 7159, Page 1062 of the Real Property Records of Bexar County, Texas for the northeast corner of the herein described easement;

**THENCE** South 00° 11' 00" East, a distance of 20.00 feet, departing the south line of said 65.59 acre tract and crossing said 1.095 acre tract to a point for the southeast corner of the herein described easement;


**THENCE** South 89° 49' 00" West, a distance of 20.00 feet, to a point for the southwest corner of the herein described easement;

**THENCE** North 00° 11' 00" West, a distance of 20.00 feet to a point on the south line of said 65.59 acre tract for the northwest corner of the herein described easement;

**THENCE** North 89° 49' 00" East, a distance of 20.00 feet, along and with the south line of said 65.59 acre tract to the POINT OF BEGINNING and containing 0.009 acres or 400 Sq. Ft. of land in Bexar County, Texas.

Plat of Survey provided.

ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.



Paul A. Schroeder, R.P.L.S. 5160  
July 6, 2005  
Job File No. 12335



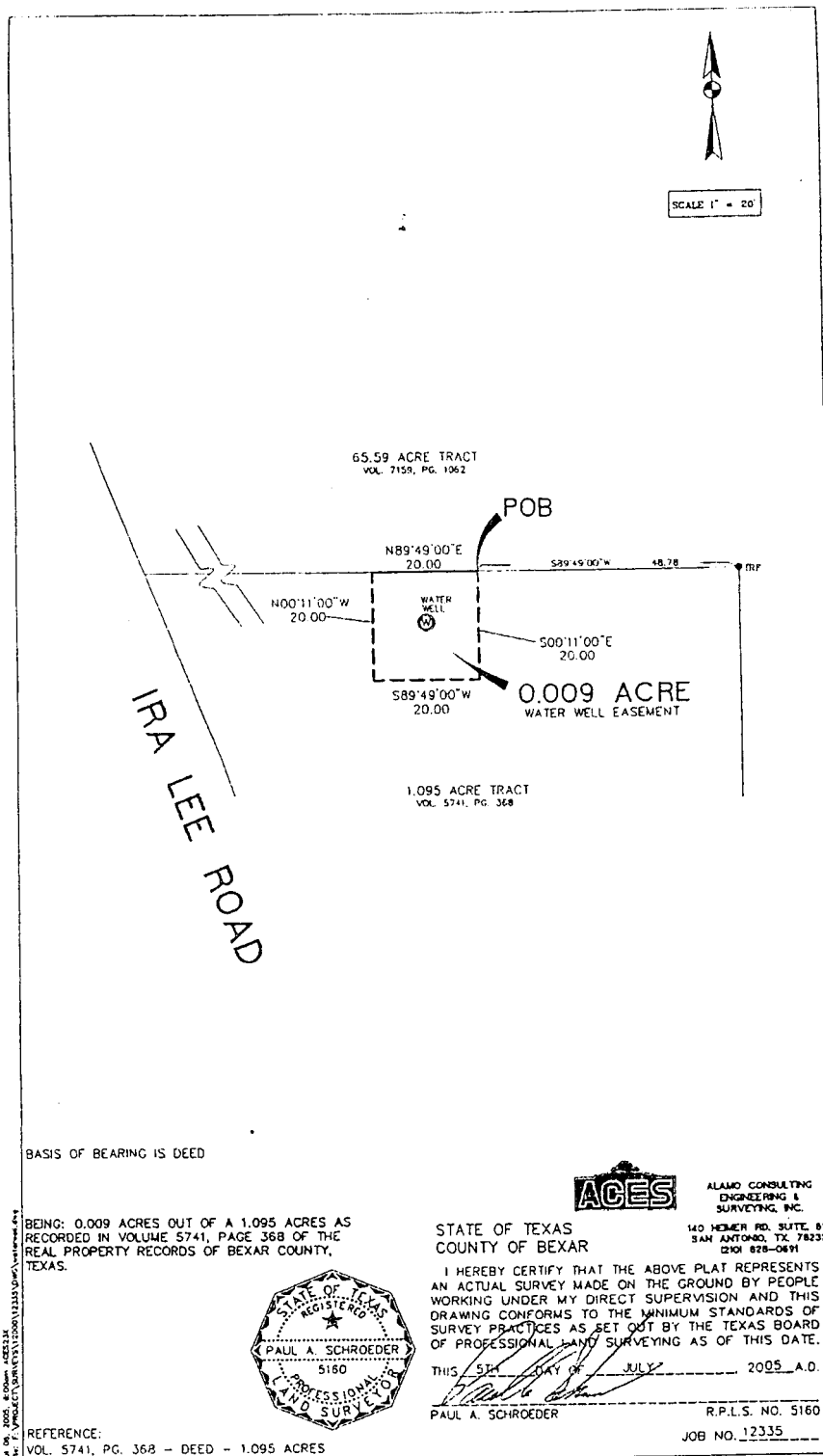


EXHIBIT B

PROPERTY DESCRIPTION

A 21.112 acre tract of land out of N.C.B. 12163, out of the Oakwell Farm Property, formerly belonging to Edgar G. Tobin and out of the Gonfalia Rodriguez Survey No. 131, Abstract No. 621, San Antonio, Bexar County, Texas, the said 21.112 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING: At the point of intersection of the east right-of-way line of Ira Lee Road with the northwest right-of-way line of Austin Highway (U.S. Highway 81 North), and proceeding in a northerly direction along the said east right-of-way line of Ira Lee Road as follows:

N 12°33'05" E, a distance of 364.16 feet to an angle point;

THENCE: N 08°46'48" E, a distance of 153.25 feet to an angle point;

THENCE: N 08°05'04" E, a distance of 164.69 feet to a point of curvature to the left;

THENCE: 492.55 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 2,054.97 feet, a central angle of 13°43'59", a chord bearing of N 01°13'04" E, and a chord distance of 491.37 feet to a point of tangency;

THENCE: N 05°38'55" W, a distance of 539.66 feet to a point of curvature to the left;

THENCE: 220.78 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 738.04 feet, a central angle of 17°08'24", a chord bearing of N 14°13'07" W, and a chord distance of 219.96 feet to a point of tangency;

THENCE: N 22°47'06" W, a distance of 68.40 feet continuing along the said east right-of-way line of Ira Lee Road to the southwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE: N 22°47'06" W, a distance of 831.53 feet continuing along the said east right-of-way line of Ira Lee Road to the northwest corner of the herein described tract of land;

THENCE: N 54°14'48" E, a distance of 572.28 feet departing from the aforementioned east right-of-way line of Ira Lee Road to the most northerly corner of the herein described tract of land;

THENCE: S 72°10'39" E, a distance of 250.00 feet to the northeast corner of the herein described tract of land;

THENCE: S 36°41'11" E, a distance of 966.12 feet to an angle point;

THENCE: S 04°00'55" W, a distance of 230.95 feet to an angle point;

THENCE: S 88°49'15" W, a distance of 941.62 feet to the POINT OF BEGINNING and containing 21.112 acres or 919,650 square feet of land, more or less, in Bexar County, Texas.

EXHIBIT C

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Restrictive covenants of record in Volume 9964, Page 2238 and Volume 9359, Page 423, Real Property Records of Bexar County, Texas.
2. Building set back line, 25 feet from Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
3. Electric and gas easement, 14 feet wide, along Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
4. Sanitary sewer easement, 50 wide across Lot 13, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas, and as set out in Volume 6797, Page 5, Deed Records of Bexar County, Texas.
5. Terms and provisions of Indemnification Agreement, recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
6. Consequences arising from the subject being a Closed Municipal Solid Waste Landfill, as evidenced in Volume 7159, Page 1074, Real Property Records of Bexar County, Texas.
7. Terms and Provisions of Non-exclusive use of Water Well Agreement recorded in Volume 7136, Page 66, Real Property Records of Bexar County, Texas.
8. Subject to Indemnity Agreement recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
9. Ground Lease to Northeast Golf Center, L.L.C. as evidenced by Memorandum, recorded in Volume 9083, Page 1906, Real Property Records of Bexar County, Texas. As affected by Assignment and Assumption of Lease to Oakwell Farms Corporation, recorded in Volume 11831, Page 2321, and by Assignment and Assumption of Lease to Oakwell Holdings, L.L.C., recorded in Volume 11837, Page 2004, Real Property Records of Bexar County, Texas.
10. Use and access to water well held by Northeast Golf Center, LLC, as evidenced by Memorandum recorded in Volume 9083, Page 1910, Real Property Records of Bexar County, Texas.
11. Any claim or assertion that challenges the authority of the State of Texas or any other governmental entity to issue permits generally or to issue permits with the terms and conditions specifically included in any permit to water rights.
12. Modifications of the right to withdraw and to use water pursuant to terms and conditions of the Permit that may be made by an authority having jurisdiction, legislation or judicial decrees.
13. Subject to the terms and conditions of the Permit to Withdraw Groundwater, as provided for in Amended Permit No. IRP 2005-P100-337(BE00115A).
14. Subject to the terms and limitations in Deed recorded in Volume 11501, Page 435, Real Property Records of Bexar County, Texas.
15. Gas and electrical easement and passive Land Fill Gas vent/barrier trench along Ira Lee Road, as evidenced by Indemnification Agreement recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
16. Subject to any reduction in the permitted quantity of water imposed by the Edwards Aquifer Authority (or any other governmental authority) because the real property described in EAA Permit 2005-P100-337 (BE00115A) recorded under Document No. 20050216137, Official Public Records of Bexar County, Texas, includes or may include more acreage than described in **Exhibit A** hereto.

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

**GROUNDWATER RIGHTS DEED AND ASSIGNMENT OF PERMIT RIGHTS**

**DATE:** Effective as of \_\_\_\_\_, 2006

**GRANTOR (whether one or more):** The Tobin Endowment

**GRANTOR'S MAILING ADDRESS (including county):** 3316 Oakwell Court, San Antonio, Bexar County, Texas 78218

**GRANTEE:** The City of San Antonio, Texas, a municipal corporation

**GRANTEE'S MAILING ADDRESS (including county):** P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966.

**CONSIDERATION:** TEN and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**WATER RIGHTS:** All of the interest in thirty (30.00) acre-feet per annum of permitted, Edwards Aquifer Industrial groundwater ("Groundwater") which relates to (but does not include any interest in the ownership of) the surface estate of the real property described in Exhibit A attached hereto and incorporated herein ("Real Property"), and being all of that groundwater described in Edwards Aquifer Authority ("EAA") Permit No. IRP 2005-P100-337 (BE00115A) ("Permit"), and all rights associated therewith, to the extent said rights are assignable (collectively, the "Water Rights"), including, but not limited to:

- (a) All of the real and personal property rights, appurtenances, authorities, licenses, consents, and contracts, if any, relating to or pertaining to the Groundwater, which shall also include all common law property rights in and to the Groundwater, as well as those rights or interest which now or in the future may be useful or necessary to withdraw and/or beneficially use the Groundwater (collectively, the "Appurtenant Rights");
- (b) All of the real and personal property rights relating to the permit rights, including all rights in and to the Permit that relates to the Groundwater, allowing for the possession, withdrawal, and/or use of the Groundwater; (collectively, the "Permit Rights"); and
- (c) Any and all other real and personal property rights to develop, explore, produce, withdraw, and/or beneficially use the Groundwater, Appurtenant Rights, Permit



or Permit Rights, together with all modifications, amendments, renewals, extensions, and successor or substitute permits relating to any of the above described items.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Standby fees, taxes and assessments by any taxing authority for the current year and subsequent years, and subsequent assessments for prior years, the payment of which Grantee assumes. Grantor shall not be responsible for any currently outstanding and/or future imposed rollback taxes, if any, attributable to any period of time prior to the date hereof resulting from any exemption or special use valuation. Grantee acknowledges and agrees that the Water Rights herein conveyed will be used by Grantee for public purposes.
2. Current EAA fees on Grantor's previous use or ownership of the Water Rights have been paid or will be paid prior to delinquency.
3. The matters set forth in **Exhibit B** attached hereto and incorporated herein, and all other validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding, and other instruments that affect the Water Rights herein conveyed.
4. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE WATER RIGHTS, THE GROUNDWATER AND THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE AVAILABILITY, NATURE, QUANTITY, QUALITY OR CONDITION OF THE WATER RIGHTS, THE GROUNDWATER, OR THE REAL PROPERTY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE IN THE GROUNDWATER OR ON OR ABOUT THE REAL PROPERTY; THE SUITABILITY OR FITNESS OF THE WATER RIGHTS FOR GRANTEE'S INTENDED USE; COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ENVIRONMENTAL REGULATIONS; AND THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WATER RIGHTS, THE GROUNDWATER OR THE REAL PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY WAIVES, RELEASES AND AGREES NOT TO SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED ABOVE, AND GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM THE CONDITION, OWNERSHIP, USE, MAINTENANCE, REPAIR OR

OPERATION OF THE WATER RIGHTS, THE GROUNDWATER, AND/OR THE REAL PROPERTY.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, and subject to the conditions and provisions set forth herein, grants, sells, and conveys to Grantee the Water Rights, together with all and singular the rights and appurtenances thereto in any wise belonging.

To have and hold the Water Rights, subject to the Reservations From and Exceptions to Conveyance and Warranty, unto Grantee and Grantee's successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular the Water Rights to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is made by, through or under Grantor, but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

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

**EXHIBITS:**

Exhibit A – Real Property

Exhibit B – Reservations From and Exceptions To Conveyance and Warranty

**AFTER RECORDING, RETURN TO:**

City of San Antonio

P.O. Box 839966

San Antonio, Texas 78283-3966

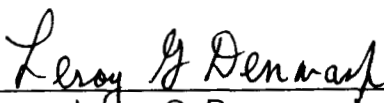
Attn: Susan Spegar

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GRANTOR:

THE TOBIN ENDOWMENT

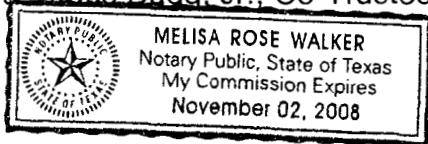
By:   
J. Bruce Bugg, Jr., Co-Trustee

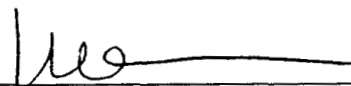
By:   
Leroy G. Denman, Jr., Co-Trustee

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6, 2006,  
by J. Bruce Bugg, Jr., Co-Trustee of the Tobin Endowment, on behalf of said Trust.

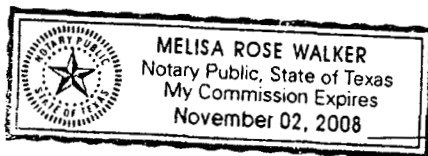


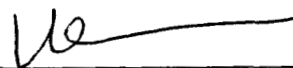
  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6, 2006,  
by Leroy G. Denman, Jr., Co-Trustee of the Tobin Endowment, on behalf of said Trust.



  
Notary Public, State of Texas

**GRANTEE:**

**THE CITY OF SAN ANTONIO, TEXAS**, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on \_\_\_\_\_, 2006,  
by \_\_\_\_\_, \_\_\_\_\_, of the City of San Antonio,  
Texas, a municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A

### PROPERTY DESCRIPTION

The real property in San Antonio, Bexar County, Texas, referenced in the Permit and described as follows:

21.112 acres, more or less, described in Exhibit A-1 attached hereto and incorporated herein.

0.009 acres, more or less, described in Exhibit A-2 attached hereto and incorporated herein.

## EXHIBIT A-1

A 21.112 acre tract of land out of N.C.B. 12163, out of the Oakwell Farm Property, formerly belonging to Edgar G. Tobin and out of the Gonfalcia Rodriguez Survey No. 131, Abstract No. 621, San Antonio, Bexar County, Texas, the said 21.112 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING: At the point of intersection of the east right-of-way line of Ira Lee Road with the northwest right-of-way line of Austin Highway (U.S. Highway 81 North), and proceeding in a northerly direction along the said east right-of-way line of Ira Lee Road as follows:

N 12°33'05" E, a distance of 354.16 feet to an angle point;

THENCE: N 08°46'48" E, a distance of 153.25 feet to an angle point;

THENCE: N 08°05'04" E, a distance of 164.69 feet to a point of curvature to the left;

THENCE: 492.55 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 2,054.97 feet, a central angle of 13°43'59", a chord bearing of N 01°13'04" E, and a chord distance of 491.37 feet to a point of tangency;

THENCE: N 05°38'55" W, a distance of 539.66 feet to a point of curvature to the left;

THENCE: 220.78 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 738.04 feet, a central angle of 17°08'24", a chord bearing of N 14°13'07" W, and a chord distance of 219.96 feet to a point of tangency;

THENCE: N 22°47'06" W, a distance of 68.40 feet continuing along the said east right-of-way line of Ira Lee Road to the southwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE: N 22°47'06" W, a distance of 831.53 feet continuing along the said east right-of-way line of Ira Lee Road to the northwest corner of the herein described tract of land;

THENCE: N 54°14'48" E, a distance of 572.28 feet departing from the aforementioned east right-of-way line of Ira Lee Road to the most northerly corner of the herein described tract of land;

THENCE: S 72°10'39" E, a distance of 250.00 feet to the northeast corner of the herein described tract of land;

THENCE: S 36°41'11" E, a distance of 966.12 feet to an angle point;

THENCE: S 04°00'55" W, a distance of 230.95 feet to an angle point;

THENCE: S 88°49'15" W, a distance of 941.82 feet to the POINT OF BEGINNING and containing 21.112 acres or 919,650 square feet of land, more or less, in Bexar County, Texas.

## EXHIBIT A-2

**FIELD NOTES  
FOR  
0.009 ACRE  
(400 Sq. Ft.)  
WATER WELL**

**BEING** 0.009 acre, or 400 Sq. Ft. water well easement out of a 1.095 acre tract out of the Gonifacia Rodriguez Survey, Patent No. 131, as recorded in Volume 5741, Page 368 of the Real Property Records of Bexar County, Texas, said 0.009 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a point which bears South 89° 49' 00" West, a distance of 48.78 feet from a found ½" iron rod for the northeast corner of said 1.095 acre tract, said point being on the south line of a 65.59 acre tract as recorded in Volume 7159, Page 1062 of the Real Property Records of Bexar County, Texas for the northeast corner of the herein described easement;

**THENCE** South 00° 11' 00" East, a distance of 20.00 feet, departing the south line of said 65.59 acre tract and crossing said 1.095 acre tract to a point for the southeast corner of the herein described easement;

**THENCE** South 89° 49' 00" West, a distance of 20.00 feet, to a point for the southwest corner of the herein described easement;

**THENCE** North 00° 11' 00" West, a distance of 20.00 feet to a point on the south line of said 65.59 acre tract for the northwest corner of the herein described easement;

**THENCE** North 89° 49' 00" East, a distance of 20.00 feet, along and with the south line of said 65.59 acre tract to the POINT OF BEGINNING and containing 0.009 acres or 400 Sq. Ft. of land in Bexar County, Texas.

Plat of Survey provided.

ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.



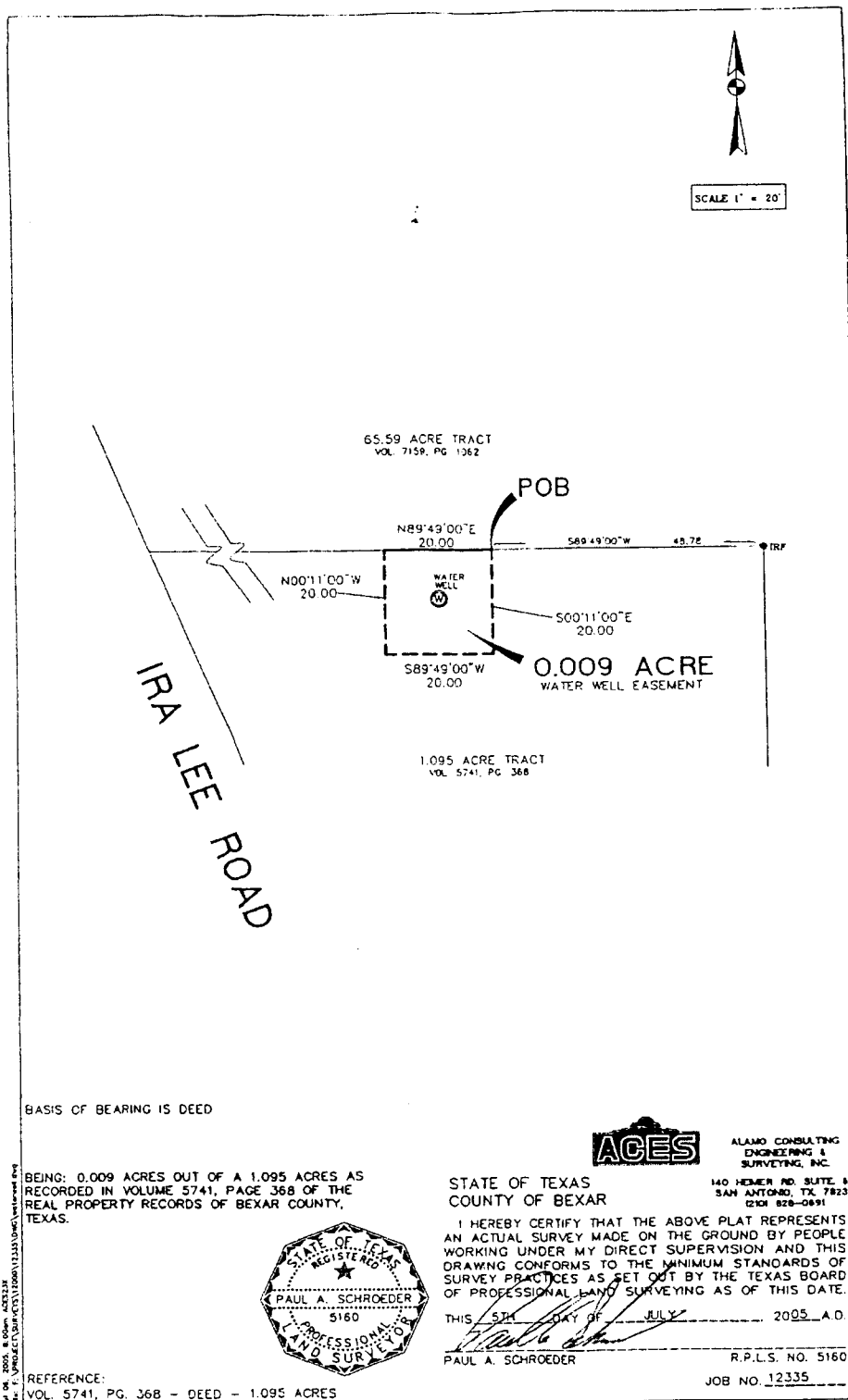
Paul A. Schroeder, R.P.L.S. 5160

July 6, 2005

Job File No. 12335



F:\WORD\FN\2005\070601 KC WFD





## **EXHIBIT B**

### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Restrictive covenants of record in Volume 9964, Page 2238 and Volume 9359, Page 423, Real Property Records of Bexar County, Texas.
2. Building set back line, 25 feet from Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
3. Electric and gas easement, 14 feet wide, along Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
4. Sanitary sewer easement, 50 wide across Lot 13, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas, and as set out in Volume 6797, Page 5, Deed Records of Bexar County, Texas.
5. Terms and provisions of Indemnification Agreement, recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
6. Consequences arising from the subject being a Closed Municipal Solid Waste Landfill, as evidenced in Volume 7159, Page 1074, Real Property Records of Bexar County, Texas.
7. Terms and Provisions of Non-exclusive use of Water Well Agreement recorded in Volume 7136, Page 66, Real Property Records of Bexar County, Texas.
8. Subject to Indemnity Agreement recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
9. Ground Lease to Northeast Golf Center, L.L.C. as evidenced by Memorandum, recorded in Volume 9083, Page 1906, Real Property Records of Bexar County, Texas. As affected by Assignment and Assumption of Lease to Oakwell Farms Corporation, recorded in Volume 11831, Page 2321, and by Assignment and Assumption of Leas to Oakwell Holdings, L.L.C., recorded in Volume 11837, Page 2004, Real Property Records of Bexar County, Texas.
10. Use and access to water well held by Northeast Golf Center, LLC, as evidenced by Memorandum recorded in Volume 9083, Page 1910, Real Property Records of Bexar County, Texas.

11. Any claim or assertion that challenges the authority of the State of Texas or any other governmental entity to issue permits generally or to issue permits with the terms and conditions specifically included in any permit to water rights.
12. Modifications of the right to withdraw and to use water pursuant to terms and conditions of the Permit that may be made by an authority having jurisdiction, legislation or judicial decrees.
13. Subject to the terms and conditions of the Permit to Withdraw Groundwater, as provided for in Amended Permit No. IRP 2005-P100-337(BE00115A).
14. Subject to the terms and limitations in Deed recorded in Volume 11501, Page 435, Real Property Records of Bexar County, Texas.
15. Gas and electrical easement and passive Land Fill Gas vent/barrier trench along Ira Lee Road, as evidenced by Indemnification Agreement recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
16. Subject to any reduction in the permitted quantity of water imposed by the Edwards Aquifer Authority (or any other governmental authority) because the real property described in EAA Permit 2005-P100-337 (BE00115A) recorded under Document No. 20050216137, Official Public Records of Bexar County, Texas, includes or may include more acreage than described in **Exhibit A** hereto.

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

**DEDICATION DEED**

**DATE:** Effective as of \_\_\_\_\_, 2006

**GRANTOR** The Tobin Endowment

**GRANTOR'S MAILING ADDRESS (including county):** c/o Mr. J. Bruce Bugg Jr.,  
3316 Oakwell Court, San Antonio, Bexar County, Texas 78218

**GRANTEE:** The City of San Antonio, Texas, a municipal corporation

**GRANTEE'S MAILING ADDRESS (including county):** P.O. Box 839966, San  
Antonio, Bexar County, Texas 78283-3966

**CONSIDERATION:** Good and valuable benefits which will accrue to Grantor, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements set forth herein.

**PROPERTY (including any improvements):** 0.009 acres of land, more or less, in San Antonio, Bexar County, Texas, more particularly described in Exhibit A attached hereto and incorporated herein, together with all improvements thereon, including the existing water well thereon ("Water Well").

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Standby fees, taxes and assessments by any taxing authority for the current year and subsequent years, and subsequent assessments for prior years, the payment of which Grantee assumes. Grantor shall not be responsible for any currently outstanding and/or future imposed rollback taxes, if any, attributable to any period of time prior to the date hereof resulting from any exemption or special use valuation. Grantee acknowledges and agrees that the Property will be used by Grantee for public purposes.

2. The matters set forth in Exhibit B attached hereto and incorporated herein, and all other validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding, and other instruments that affect the Property.

3. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS,

OR GUARANTIES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY AND THE WATER WELL, INCLUDING, WITHOUT LIMITATION, (1) THE WATER, SOIL, AND GEOLOGY OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY OR THE WATER WELL; (2) THE INCOME TO BE DERIVED FROM THE PROPERTY OR THE WATER WELL; (3) THE SUITABILITY OF THE PROPERTY AND THE WATER WELL FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE INTENDS TO CONDUCT THEREON; (4) THE COMPLIANCE OF OR BY THE PROPERTY AND THE WATER WELL, OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE SUBDIVISION, ZONING AND ENVIRONMENTAL LAWS; AND (5) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR THE WATER WELL. GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED ABOVE, AND GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM THE OWNERSHIP, USE, CONDITION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY OR THE WATER WELL, OTHER THAN ACTUAL DAMAGES RELATING TO THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, and subject to the conditions and provision set forth herein, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, so long as Property is owned by Grantee or the San Antonio Water System ("SAWS") and the Water Well on the Property is operational and not plugged, capped, or otherwise rendered inoperative, whether by operation of law or otherwise. If the Water Well on the Property is plugged, capped or otherwise rendered inoperative, whether by operation of law or otherwise, or Grantee transfers or disposes of the Property or any part thereof, whether voluntarily or involuntarily, to any person or entity other than SAWS, the Property shall automatically revert to, be owned by and title shall vest in Grantor, or at Grantor's election, an organization designated by Grantor which is recognized by the Internal Revenue Service as an organization for which a charitable deduction from federal income tax is allowed. Grantor has made this gift to Grantee to further the stated purposes of Grantee, and intends that the Property shall be used by Grantee and only for the purposes permitted herein, which are recognized by the Internal Revenue Service as purposes for which a charitable deduction from federal income tax is allowed. Notwithstanding anything herein to the contrary, the reverter remedy provided herein shall terminate and be of no further force or effect after the expiration of twenty-five (25) years from the effective date hereof. Nothing herein shall diminish or affect the other rights and remedies available to Grantor at law or in equity to enforce the terms, provisions, obligations and conditions of this Deed.

To have and hold the Property, to Grantee, and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, personal representations, and successors to warrant and forever defend all the singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

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

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

**Exhibits:**

Exhibit A -- Property Description

Exhibit B -- Reservations from and Exceptions to Conveyance and Warranty

**AFTER RECORDING, RETURN TO:**

City of San Antonio

P.O. Box 839966

San Antonio, Texas 78283-3966

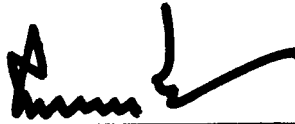
Attn: Susan Spegar

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COUNTERPART SIGNATURE PAGE TO  
DEDICATION DEED

GRANTOR:

THE TOBIN ENDOWMENT

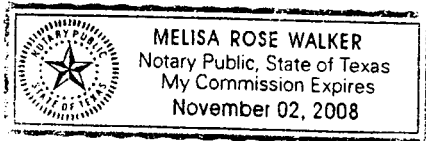
By:   
J. Bruce Bugg, Jr., Co-Trustee


By:   
Leroy G. Denman, Jr., Co-Trustee

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6,  
2006, by J. Bruce Bugg, Jr., Co-Trustee of The Tobin Endowment, on behalf of said  
Trust.

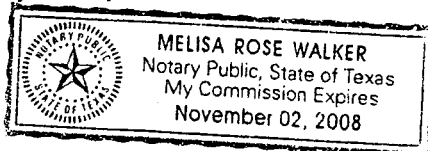


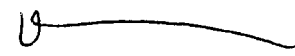
  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6,  
2006, by Leroy G. Denman, Jr., Co-Trustee of The Tobin Endowment, on behalf of said  
Trust.



  
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE TO  
DEDICATION DEED

GRANTEE:

THE CITY OF SAN ANTONIO, TEXAS, a municipal  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on \_\_\_\_\_,  
2006, by \_\_\_\_\_ of the  
City of San Antonio, Texas, a municipal corporation, on behalf of said municipal  
corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**FIELD NOTES  
FOR  
0.009 ACRE  
(400 Sq. Ft.)  
WATER WELL**

**BEING** 0.009 acre, or 400 Sq. Ft. water well easement out of a 1.095 acre tract out of the Gonifacia Rodriguez Survey, Patent No. 131, as recorded in Volume 5741, Page 368 of the Real Property Records of Bexar County, Texas, said 0.009 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a point which bears South 89° 49' 00" West, a distance of 48.78 feet from a found ½" iron rod for the northeast corner of said 1.095 acre tract, said point being on the south line of a 65.59 acre tract as recorded in Volume 7159, Page 1062 of the Real Property Records of Bexar County, Texas for the northeast corner of the herein described easement;

**THENCE** South 00° 11' 00" East, a distance of 20.00 feet, departing the south line of said 65.59 acre tract and crossing said 1.095 acre tract to a point for the southeast corner of the herein described easement;


**THENCE** South 89° 49' 00" West, a distance of 20.00 feet, to a point for the southwest corner of the herein described easement;

**THENCE** North 00° 11' 00" West, a distance of 20.00 feet to a point on the south line of said 65.59 acre tract for the northwest corner of the herein described easement;

**THENCE** North 89° 49' 00" East, a distance of 20.00 feet, along and with the south line of said 65.59 acre tract to the POINT OF BEGINNING and containing 0.009 acres or 400 Sq. Ft. of land in Bexar County, Texas.

Plat of Survey provided.

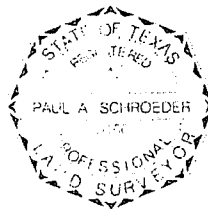
ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.



Paul A. Schroeder, R.P.L.S. 5160

July 6, 2005

Job File No. 12335

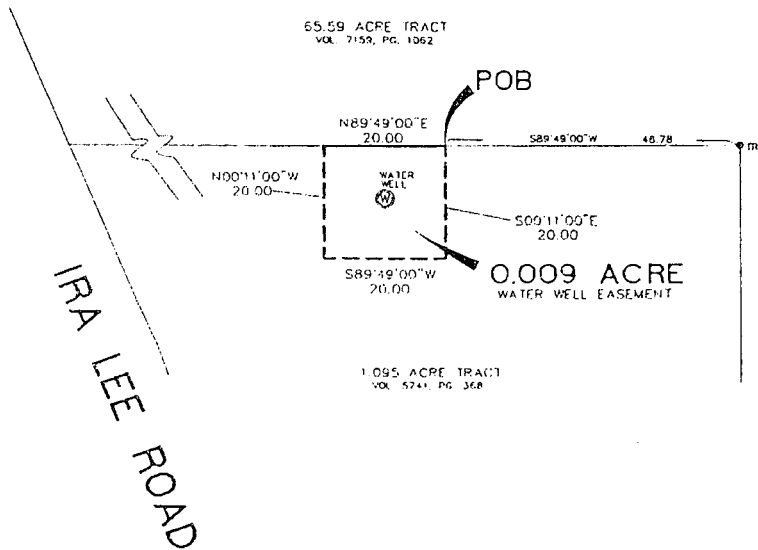


FAWORD\FN2005\070601 KC WPD





SCALE 1" = 20'



BASIS OF BEARING IS DEED

BEING: 0.009 ACRES OUT OF A 1.095 ACRES AS  
RECORDED IN VOLUME 5741, PAGE 368 OF THE  
REAL PROPERTY RECORDS OF BEXAR COUNTY,  
TEXAS.



REFERENCE:  
VOL. 5741, PG. 368 - DEED - 1.095 ACRES



ALAMO CONSULTING  
ENGINEERING &  
SURVEYING, INC.

140 HEMMER RD. SUITE 877  
SAN ANTONIO, TX. 78232  
(210) 828-0691

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS  
AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE  
WORKING UNDER MY DIRECT SUPERVISION AND THIS  
DRAWING CONFORMS TO THE MINIMUM STANDARDS OF  
SURVEY PRACTICES AS SET OUT BY THE TEXAS BOARD  
OF PROFESSIONAL LAND SURVEYING AS OF THIS DATE.

THIS 5TH DAY OF JULY 2005 A.D.

PAUL A. SCHROEDER

R.P.L.S. NO. 5160

JOB NO. 12335

## EXHIBIT B

### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Restrictive covenants of record in Volume 9964, Page 2238 and Volume 9359, Page 423, Real Property Records of Bexar County, Texas.
2. Building set back line, 25 feet from Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
3. Electric and gas easement, 14 feet wide, along Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
4. Sanitary sewer easement, 50 wide across Lot 13, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas, and as set out in Volume 6797, Page 5, Deed Records of Bexar County, Texas.
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6. Consequences arising from the subject being a Closed Municipal Solid Waste Landfill, as evidenced in Volume 7159, Page 1074, Real Property Records of Bexar County, Texas.
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10. Use and access to water well held by Northeast Golf Center, LLC, as evidenced by Memorandum recorded in Volume 9083, Page 1910, Real Property Records of Bexar County, Texas.
11. Any claim or assertion that challenges the authority of the State of Texas or any other governmental entity to issue permits generally or to issue permits with the terms and conditions specifically included in any permit to water rights.
12. Modifications of the right to withdraw and to use water pursuant to terms and conditions of the Permit that may be made by an authority having jurisdiction, legislation or judicial decrees.
13. Subject to the terms and conditions of the Permit to Withdraw Groundwater, as provided for in Amended Permit No. IRP 2005-P100-337(BE00115A).
14. Subject to the terms and limitations in Deed recorded in Volume 11501, Page 435, Real Property Records of Bexar County, Texas.
15. Gas and electrical easement and passive Land Fill Gas vent/barrier trench along Ira Lee Road, as evidenced by Indemnification Agreement recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
16. Subject to any reduction in the permitted quantity of water imposed by the Edwards Aquifer Authority (or any other governmental authority) because the real property described in EAA Permit 2005-P100-337 (BE00115A) recorded under Document No. 20050216137, Official Public Records of Bexar County, Texas, includes or may include more acreage than described in Exhibit A hereto.

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

**DEDICATION DEED**

**DATE:** Effective as of \_\_\_\_\_, 2006

**GRANTOR (whether one or more):** Oakwell Holdings, L.L.C., a Texas limited liability company

**GRANTOR'S MAILING ADDRESS (including county):** 3316 Oakwell Court, San Antonio, Bexar County, Texas 78218

**GRANTEE:** The City of San Antonio, Texas, a municipal corporation

**GRANTEE'S MAILING ADDRESS (including county):** P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966.

**CONSIDERATION:** Good and valuable benefits which will accrue to Grantor, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements set forth herein.

**PROPERTY (including any improvements):** 21.112 acres of land, more or less, in the City of San Antonio, Bexar County, Texas, being more particularly described on Exhibit A attached hereto and incorporated herein, together with all right, title and interest of Grantor in and to all other real property, including all strips, gores, or slivers, adjoining or abutting said 21.112 acre tract.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Standby fees, taxes and assessments by any taxing authority for the current year and subsequent years, and subsequent assessments for prior years, the payment of which Grantee assumes. Grantor shall not be responsible for any currently outstanding and/or future imposed rollback taxes, if any, attributable to any period of time prior to the date hereof resulting from any exemption or special use valuation. Grantee acknowledges and agrees that the Property will be used by Grantee for public park purposes.

2. The matters set forth in Exhibit B attached hereto and incorporated herein, and all other validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding, and other instruments that affect the Property.

3. Grantee acknowledges that Grantor has informed Grantee of the existence of a closed municipal landfill on the Property and the existence of methane gas and other hazardous substances on, under or about the Property, and the existing maintenance and monitoring plans on the Property in connection therewith (collectively, the "Existing Conditions") in accordance with Texas Health & Safety Code, Chapter 361, Subchapter R, and the regulations promulgated thereunder, and other applicable Environmental Regulations, (as herein defined), and as disclosed in the Notice of Closed Municipal Solid Waste Landfill, recorded in Volume 7159, Page 1074, Real Property Records of Bexar County, Texas. Grantee hereby acknowledges the Existing Conditions on the Property and agrees that Grantee shall be responsible for all environmental liabilities hereafter arising out of the Existing Conditions, and that Grantee shall be responsible for the continued maintenance and/or monitoring of the Existing Conditions in accordance with all applicable Environmental Regulations (as herein defined).

EXCEPT FOR THE DISCLOSURE OF THE EXISTING CONDITIONS SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ABSENCE OR PRESENCE OF ENVIRONMENTAL HAZARDS, INCLUDING BUT NOT LIMITED TO CHEMICALS, HAZARDOUS WASTES, AND HAZARDOUS SUBSTANCES, WHICH MAY BE ON, IN OR UNDER THE PROPERTY, AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLIANCE OF PRIOR USES ON OR PRESENT CONDITIONS OF THE PROPERTY UNDER APPLICABLE FEDERAL, STATE AND LOCAL ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001 et seq., the Clean Air Act of 1966, as amended, 42 U.S.C. §7401 et seq., the National Environmental Policy Act of 1976, 42 U.S.C. §4321, the Rivers and Harbours Act of 1899, 33 U.S.C. §401 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§1801, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136, et seq., the Texas Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, the Texas Water Code Chapters 26 and 27; and the Texas Clean Air Act, Texas Health & Safety Code, Chapter 382, the Texas Radiation Control Act, Texas Health & Safety Code, Chapter 401, and Texas Health & Safety Code, Chapters 501-507, inclusive, and all rules, regulations and guidance documents promulgated or published thereunder, and any state, regional, county or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation, relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, or disposal of polychlorinated

biphenyls (PCB's), asbestos or urea formaldehyde, to the treatment, storage, disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives, by-products or other hydrocarbons), to exposure to toxic, hazardous, or other controlled, prohibited or regulated substances, to the transportation, storage, disposal, management or release of gaseous or liquid substances, and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder (the above described statutes, rules, regulations and guidance documents are herein collectively referred to as the "Environmental Regulations").

4. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (1) THE WATER, SOIL, AND GEOLOGY OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (2) THE INCOME TO BE DERIVED FROM THE PROPERTY, (3) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE INTENDS TO CONDUCT THEREON, (4) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE SUBDIVISION AND ZONING LAWS, AND ENVIRONMENTAL REGULATIONS, AND (5) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY WAIVES, RELEASES AND AGREES NOT TO SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED ABOVE, AND GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM THE OWNERSHIP, USE, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY, OR THE EXISTING CONDITIONS OR OTHER CONDITION OF THE PROPERTY, OTHER THAN ACTUAL DAMAGES RELATING TO THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN.

5. The Property shall be utilized only for a public nature park to provide hiking, biking and equestrian trails and passive outdoor recreation by, and for the education of, the general public, in accordance with the terms, conditions and restrictions set forth herein. The Property, together with the 60.59 acre tract conveyed by the San Antonio Parks Foundation to Grantee by Deed recorded in Volume 9964, Page 2238, Real Property Records of Bexar County, Texas ("Endowment Tract") and certain other properties now or hereafter acquired by Grantee and/or the City for the Salado Creek Greenway Project, including the parcels known as the Tolar and FEMA tracts, shall be designated and continuously maintained as the "Robert L.B. Tobin Park" ("Tobin Park").

Grantor reserves the right, at Grantor's expense, to install a statute, plaque and/or other similar tribute to Robert L. B. Tobin on the Property or any other portion of the Tobin Park properties (collectively, the "Tribute"). After initial installation of the Tribute, the City shall be responsible at its expense for maintenance of the Tribute in good and clean condition. Upon request by Grantor with the prior written approval of the City, or upon request by City with the prior written approval of Grantor, the Tribute may be relocated, at City's expense, to an area approved by Grantor and the City, within the Tobin Park. Notwithstanding anything herein contained to the contrary, the personal property and improvements comprising the Tribute shall be and remain the sole property of Grantor.

6. To ensure the proper use and preservation of the Property, the Property shall be developed and used only for the following permitted activities:

- (a) multi-purpose trails for pedestrian and non-motorized bicycle use;
- (b) equestrian trails for horseback riding; provided that no stables, horse boarding or rental facilities or other similar facilities or operations for the housing, feeding, rental or care of horses or other animals, shall be permitted on the Property;
- (c) passive recreation purposes, including individual and group picnic facilities and connecting pathways, and unlighted athletic fields; and
- (d) necessary public support systems, including vehicular roadways, parking areas, utilities, restrooms, and vehicular control devices, attendant to the permitted activities.

Except for the uses expressly permitted herein, the Property shall be preserved and maintained predominantly in its natural, scenic and open-space condition.

7. The following uses, activities and/or facilities are expressly prohibited on all or any portion of the Property:

- (a) Exploration or extraction of water, oil, minerals, hydrocarbons, or other materials on or below the surface of the Property, including all drilling, development, refining, quarrying, mining and support services and facilities in connection therewith;
- (b) Any cesspool or septic tank;
- (c) Dumping or other disposal of non-compostible refuse;
- (d) Removal of live, indigenous trees and vegetation on the Property, except in connection with the construction and operation of any improvements permitted hereunder; and

(e) Lighted athletic fields.

8. Grantor reserves for itself and for the benefit of the owners and boarders of the Oakwell Farms Equestrian Center located adjacent to the Property, and their respective heirs, personal representatives, successors and assigns (collectively, the "Equestrian Center"), the right and option, but not the obligation, to maintain the existing equestrian trails and/or construct and maintain additional equestrian trails on the Property, together with the right of entry onto the Property for the purposes of constructing, maintaining, repairing, and replacing equestrian trails for horseback riding; provided, however, that the location of such equestrian trails shall be subject to approval by the City of San Antonio, which approval shall not be unreasonably withheld or delayed. Nothing herein shall be construed to impose any obligation on Grantor or the Equestrian Center, or any of them, to construct or maintain any equestrian trails on the Property.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, and subject to the conditions and provisions set forth herein, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, so long as the Property is preserved and maintained and used or held for use by Grantee as permitted herein. If the Property is not preserved, maintained, and used solely as permitted herein, or Grantee transfers or disposes of the Property or any part thereof, whether voluntarily or involuntarily, to any person or entity other than the City of San Antonio as contemplated herein, the Property shall automatically revert to, be owned by and title shall vest in an organization designated as provided herein which is recognized by the Internal Revenue Service as an organization for which a charitable deduction from federal income tax is allowed. Grantor has made this gift to Grantee to further the stated purposes of Grantee, and intends that the Property shall be used by Grantee and the City of San Antonio only for the purposes permitted herein which are recognized by the Internal Revenue Service as purposes for which a charitable deduction from federal income tax is allowed. If the Property is transferred, whether voluntarily or involuntarily, or used for any purpose except as expressly permitted herein, the title to the Property shall automatically revert to and vest in an organization which is recognized by the Internal Revenue Service as an organization for which a charitable deduction from federal income tax is allowed designated by Grantor, or if Grantor is unwilling or unable to act, by a court of competent jurisdiction, to be used in such manner as in the judgment of such persons or the court will best accomplish the general purposes expressed herein of preserving the Property predominantly in its natural, scenic and open-space condition. Notwithstanding anything herein to the contrary, the reverter remedy provided herein shall terminate and be of no further force or effect after the expiration of twenty-five (25) years from the effective date hereof. Nothing herein shall diminish or affect the other rights and remedies available to Grantor at law or in equity to enforce the terms, provisions, obligations and conditions of this Deed.

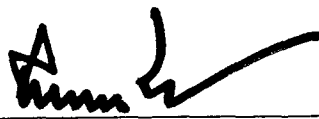
To have and hold the Property, subject to the Reservations From and Exceptions to Conveyance and Warranty unto Grantee, and Grantee's successors and assigns

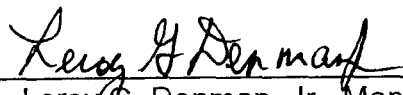
forever. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is made by, through or under Grantor, but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

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

**GRANTOR:**

**OAKWELL HOLDINGS, L.L.C.,** a Texas limited liability company

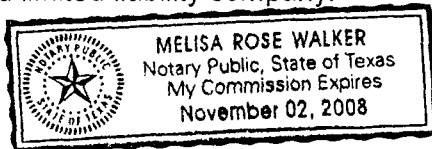
By:   
J. Bruce Bugg, Jr., Manager

By:   
Leroy G. Denman, Jr., Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6, 2006, by J. Bruce Bugg, Jr., Manager of Oakwell Holdings, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



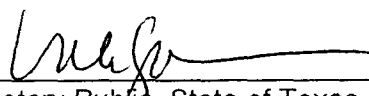
  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6, 2006, by Leroy G. Denman, Jr., Manager of Oakwell Holdings, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Texas



**GRANTEE:**

**THE CITY OF SAN ANTONIO, TEXAS, a**  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by  
\_\_\_\_\_, \_\_\_\_\_, of the City of San Antonio, Texas,  
a municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBITS:**

Exhibit A – 21.112 Acre Tract

Exhibit B – Reservations From and Exceptions To Conveyance and Warranty

**AFTER RECORDING, RETURN TO:**

Ms. Jamie M. Wilson  
Wilson & Wilson Law, P.C.  
3303 Oakwell Court, Suite 110  
San Antonio, Texas 78218

M:\Tobin\Park Dedication\City.Deed3.doc

## EXHIBIT A

### PROPERTY DESCRIPTION

A 21.112 acre tract of land out of N.C.B. 12163, out of the Oakwell Farm Property, formerly belonging to Edgar G. Tobin and out of the Gonifacia Rodriguez Survey No. 131, Abstract No. 621, San Antonio, Bexar County, Texas, the said 21.112 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING: At the point of intersection of the east right-of-way line of Ira Lee Road with the northwest right-of-way line of Austin Highway (U.S. Highway 81 North), and proceeding in a northerly direction along the said east right-of-way line of Ira Lee Road as follows:

N 12°33'05" E, a distance of 364.16 feet to an angle point;

THENCE: N 08°46'48" E, a distance of 153.25 feet to an angle point;

THENCE: N 08°05'04" E, a distance of 164.69 feet to a point of curvature to the left;

THENCE: 492.55 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 2,054.97 feet, a central angle of 13°43'59", a chord bearing of N 01°13'04" E, and a chord distance of 491.37 feet to a point of tangency;

THENCE: N 05°38'55" W, a distance of 539.66 feet to a point of curvature to the left;

THENCE: 220.78 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 738.04 feet, a central angle of 17°08'24", a chord bearing of N 14°13'07" W, and a chord distance of 219.96 feet to a point of tangency;

THENCE: N 22°47'06" W, a distance of 68.40 feet continuing along the said east right-of-way line of Ira Lee Road to the southwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE: N 22°47'06" W, a distance of 831.53 feet continuing along the said east right-of-way line of Ira Lee Road to the northwest corner of the herein described tract of land;

THENCE: N 54°14'48" E, a distance of 572.28 feet departing from the aforementioned east right-of-way line of Ira Lee Road to the most northerly corner of the herein described tract of land;

THENCE: S 72°10'39" E, a distance of 250.00 feet to the northeast corner of the herein described tract of land;

THENCE: S 36°41'11" E, a distance of 966.12 feet to an angle point;

THENCE: S 04°00'55" W, a distance of 230.95 feet to an angle point;

THENCE: S 88°49'15" W, a distance of 941.62 feet to the POINT OF BEGINNING and containing 21.112 acres or 919,650 square feet of land, more or less, in Bexar County, Texas.

## **EXHIBIT B**

### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Restrictive covenants of record in Volume 9964, Page 2238 and Volume 9359, Page 423, Real Property Records of Bexar County, Texas.
2. Building set back line, 25 feet from Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
3. Electric and gas easement, 14 feet wide, along Ira Lee Road property line, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas.
4. Sanitary sewer easement, 50 wide across Lot 13, as shown on plat recorded in Volume 9518, Page 225, Deed and Plat Records of Bexar County, Texas, and as set out in Volume 6797, Page 5, Deed Records of Bexar County, Texas.
5. Terms and provisions of Indemnification Agreement, recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
6. Consequences arising from the subject being a Closed Municipal Solid Waste Landfill, as evidenced in Volume 7159, Page 1074, Real Property Records of Bexar County, Texas.
7. Subject to Indemnity Agreement recorded in Volume 4605, Page 793, Real Property Records of Bexar County, Texas.
8. Ground Lease to Northeast Golf Center, LLC as evidenced by Memorandum, recorded in Volume 9083, Page 1906, Real Property Records of Bexar County, Texas. As affected by Assignment and Assumption of Lease to Oakwell Farms Corporation, recorded in Volume 11831, Page 2321, and by Assignment and Assumption of Lease to Oakwell Holdings, L.L.C., recorded in Volume 11837, Page 2004, Real Property Records of Bexar County, Texas.
9. Use and access to water well held by Northeast Golf Center, LLC, as evidenced by Memorandum recorded in Volume 9083, Page 1910, Real Property Records of Bexar County, Texas.
10. Subject to the terms and conditions of the Permit to Withdraw Groundwater, as provided for in Amended Permit No. IRP 2005-P100-337(BE00115A).
11. Subject to Non-exclusive use of Water Well Agreement recorded in Volume 7136, Page 66, Real Property Records of Bexar County, Texas.
12. Subject to the terms, conditions and effects of the Groundwater Rights Deed and Assignment of Permit Rights from Oakwell Holdings, L.L.C., to The Tobin Endowment, and the Groundwater Rights Deed and Assignment of Permit Rights from the Tobin Endowment to the City of San Antonio, recorded in the Real Property Records of Bexar County, Texas.

## ASSIGNMENT AND ASSUMPTION OF LEASE

**DATE:** Effective as of \_\_\_\_\_, 2006

**ASSIGNOR:** Oakwell Holdings, L.L.C., a Texas limited liability company

**ASSIGNOR'S MAILING ADDRESS [include county]:** 3316 Oakwell Court, San Antonio, Bexar County, Texas 78218

**ASSIGNEE:** The City of San Antonio, Texas, a municipal corporation

**ASSIGNEE'S MAILING ADDRESS [include county]:** P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966

**PROPERTY (including any improvements):** The real property in the City of San Antonio, Bexar County, Texas, being more particularly described on Exhibit A attached hereto and incorporated herein.

**LEASE:** Ground Lease Agreement, dated effective as of July 1, 2001, between Ira Lee Road Corporation, as Landlord, and Northeast Golf Center, LLC, as Tenant, as evidenced by the Memorandum of Ground Lease, of even date therewith, recorded in Volume 9083, Page 1906, Real Property Records of Bexar County, Texas; said Lease having been assigned by Ira Lee Road Corporation to Oakwell Farms Corporation by Assignment and Assumption of Lease, dated December 16, 2005, recorded in Volume 11831, Page 2321, Real Property Records of Bexar County, Texas, and further assigned by Oakwell Farms Corporation to Assignor by Assignment and Assumption of Lease, dated December 20, 2005, recorded in Volume 11837, Page 2004, Real Property Records of Bexar County, Texas,

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

Assignor is conveying the Property to Assignee by deed of even date herewith.

Assignor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty in the deed, to the extent they affect the Lease, assigns to Assignee all of Assignor's right, title, and interest in and to the Lease. Assignor binds Assignor and Assignor's successors to warrant and forever defend all and singular the Lease to Assignee and Assignee's heirs, personal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Assignor but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty set forth in the deed, to the extent they affect the Lease.

Assignee assumes and agrees to perform the landlord's obligations under the Lease arising after this date. To the fullest extent permitted by law, Assignee will indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims arising out of or related to Assignee's failure to perform any of the obligations of the landlord under the Lease after this date.

Assignor will indemnify, defend, and hold Assignee harmless from any loss, attorney's fees, expenses, or claims arising out or related to Assignor's failure to perform any of the obligations of the landlord under the Lease before this date.

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

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

**Exhibits:**


Exhibit A – Property Description

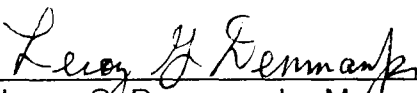
M:\Tobin\Park Dedication\lease assign.city.doc

COUNTERPART SIGNATURE PAGE TO  
ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNOR:

OAKWELL HOLDINGS, L.L.C., a Texas  
limited liability company

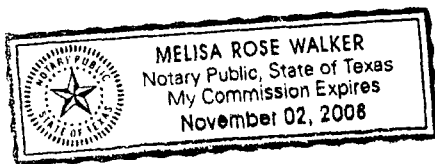
By:   
J. Bruce Bugg, Jr., Manager


By:   
Leroy G. Denman, Jr., Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6, 2006, by J. Bruce Bugg, Jr., Manager of Oakwell Holdings, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

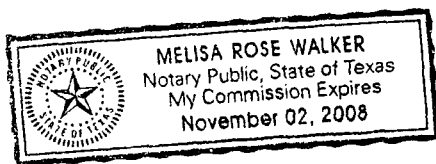


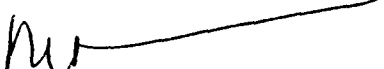
  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on June 6, 2006, by Leroy G. Denman, Jr., Manager of Oakwell Holdings, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE TO  
ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNEE:

THE CITY OF SAN ANTONIO, TEXAS, a  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by  
\_\_\_\_\_, \_\_\_\_\_, of  
the City of San Antonio, Texas, a municipal corporation, on behalf of said municipal  
corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A

### PROPERTY DESCRIPTION

A 21.112 acre tract of land out of N.C.B. 12163, out of the Oakwell Farm Property, formerly belonging to Edgar G. Tobin and out of the Gonifacia Rodriguez Survey No. 131, Abstract No. 621, San Antonio, Bexar County, Texas, the said 21.112 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING: At the point of intersection of the east right-of-way line of Ira Lee Road with the northwest right-of-way line of Austin Highway (U.S. Highway 81 North), and proceeding in a northerly direction along the said east right-of-way line of Ira Lee Road as follows:

N 12°33'05" E, a distance of 364.16 feet to an angle point;

THENCE: N 08°46'48" E, a distance of 153.25 feet to an angle point;

THENCE: N 08°05'04" E, a distance of 164.69 feet to a point of curvature to the left;

THENCE: 492.55 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 2,054.97 feet, a central angle of 13°43'59", a chord bearing of N 01°13'04" E, and a chord distance of 491.37 feet to a point of tangency;

THENCE: N 05°38'55" W, a distance of 539.66 feet to a point of curvature to the left;

THENCE: 220.78 feet along a curve to the left continuing along the said east right-of-way line of Ira Lee Road, said curve having a radius of 738.04 feet, a central angle of 17°08'24", a chord bearing of N 14°13'07" W, and a chord distance of 219.96 feet to a point of tangency;

THENCE: N 22°47'06" W, a distance of 68.40 feet continuing along the said east right-of-way line of Ira Lee Road to the southwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE: N 22°47'06" W, a distance of 831.53 feet continuing along the said east right-of-way line of Ira Lee Road to the northwest corner of the herein described tract of land;

THENCE: N 54°14'48" E, a distance of 572.28 feet departing from the aforementioned east right-of-way line of Ira Lee Road to the most northerly corner of the herein described tract of land;

THENCE: S 72°10'39" E, a distance of 250.00 feet to the northeast corner of the herein described tract of land;

THENCE: S 36°41'11" E, a distance of 966.12 feet to an angle point;

THENCE: S 04°00'55" W, a distance of 230.95 feet to an angle point;

THENCE: S 88°49'15" W, a distance of 941.62 feet to the POINT OF BEGINNING and containing 21.112 acres or 919,650 square feet of land, more or less, in Bexar County, Texas.



**ATTACHMENT IV: DISCRETIONARY CONTRACTS  
DISCLOSURE FORM AND CONFLICT OF INTEREST  
QUESTIONNAIRE**

**City of San Antonio**  
**Discretionary Contracts Disclosure**  
For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a party to the discretionary contract.
THE TOBIN ENDOWMENT

(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity of any individual or business entity identified above in Box 1.
<input checked="" type="checkbox"/> No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
<input checked="" type="checkbox"/> No subcontractor(s); or List subcontractors:


(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

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.

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.

By: Leroy G. Dorman, Jr., Manager, Co-Trustee

J. Bruce Rugg, Manager, Co-Trustee

Signature: 	Title: _____	Date: June 6, 2006
Company or D/B/A: _____		

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 council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code/Ethics Code. ("conflicts 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 under Section 2-43 of the City Code; or

Party aware of the following facts:

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections by any individual or business entity whose identity must be disclosed under Box (1), (2), (3), or (4) above, or by the officers, owners of any business entity listed in Box (1), (2), or (3).

☒ No contributions made. If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

THE TOBIN ENDOWMENT

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

None.

7 THE TOBIN ENDOWMENT

By:



J. Bruce Bugg, Manager, Co-Trustee

June

6

2006

By:



Leroy G. Denman, Jr., Manager, Co-Trustee

June

6

2006

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity<sup>1</sup> that is a **party** to the discretionary contract:

Oakwell Holdings, L.L.C., a Texas limited liability company

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

☒ No partner, parent or subsidiary; or

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

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

<sup>1</sup> 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.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3).

☒ No contributions made. If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts 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 under Section 2-43 of the City Code; or

Party aware of the following facts:

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 council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	OAKWELL HOLDINGS, L.L.C.	Title:	company or D/B/A:	Date:	June 6, 2006
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By: J. Bruce Bugg, Manager

By: Leroy G. Dorman, Jr., Manager

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.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Oakwell Holdings, L.L.C., a Texas limited liability company

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None.



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

None.

7 OAKWELL HOLDINGS, L.L.C., a Texas limited liability company

By:   
J. Bruce Bugg, Manager

June 6, 2006

By:   
Leroy G. Denman, Jr., Manager

June 6, 2006