

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS
COMMISSION
ON ENVIRONMENTAL
QUALITY

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

CHIEF CLERKS OFFICE

Protecting Texas by Reducing and Preventing Pollution

January 22, 2009

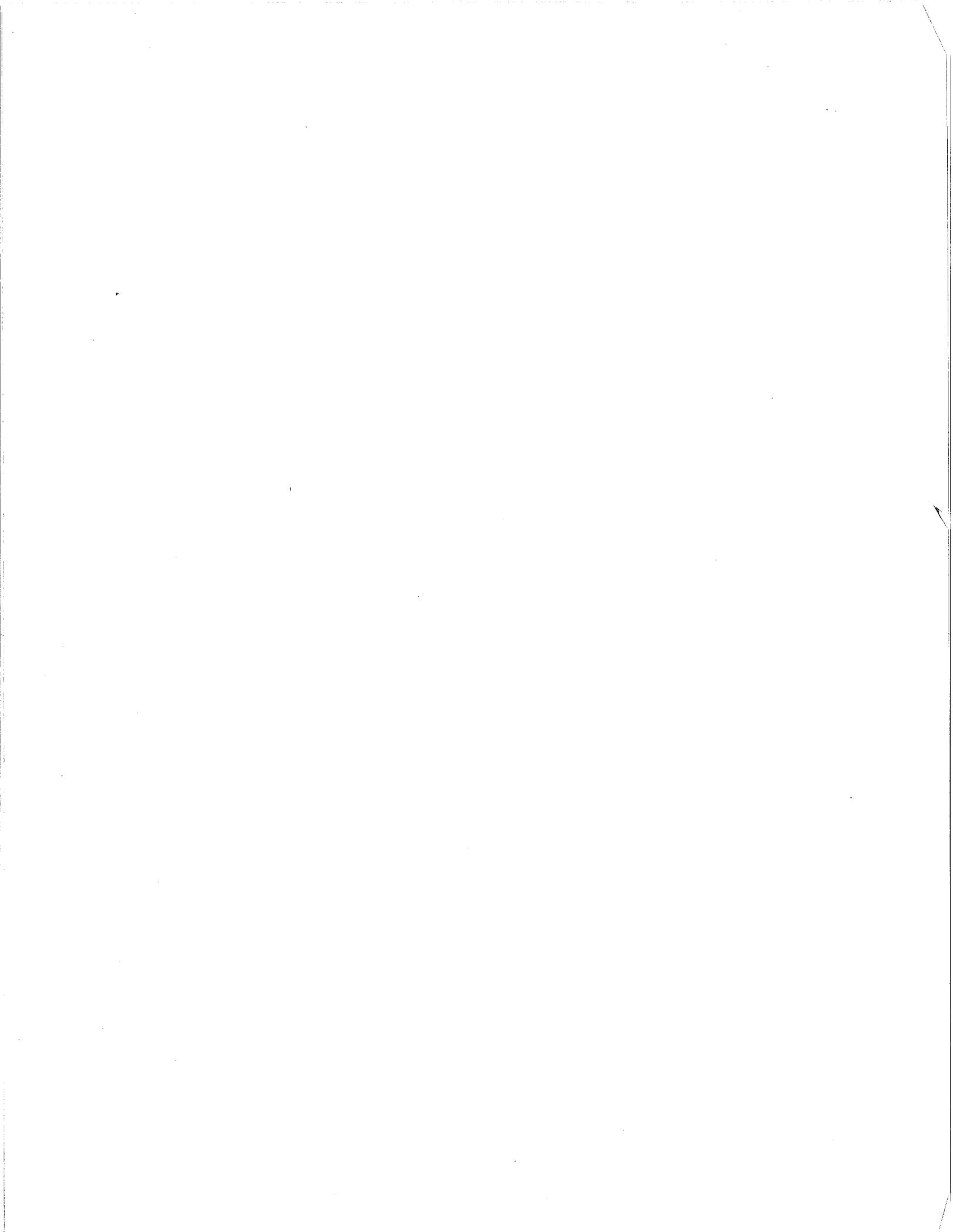
Ms. LaDonna Castañuela, Chief Clerk
Office of the Chief Clerk
Texas Commission on Environmental Quality
P.O. Box 13087, MC-105
Austin, Texas 78711-3087

Re: TCEQ Docket No. 2008-1070-UCR; Consideration of a request for a Commission Order approving a contract designating service areas between San Antonio Water System (SAWS) and Bexar Metropolitan Water District (Bexar Met).

Dear Ms. Castañuela:

Enclosed for filing with the Texas Commission on Environmental Quality (Commission) is the original plus seven copies of the following backup materials for the February 11, 2009, agenda item on the above referenced matter:

1. Agenda Executive Summary;
2. Caption;
3. Staff memo detailing financial, managerial, and technical capabilities of SAWS to provide continuous and adequate service in the affected area;
4. Request for Commission order approving a Texas Water Code section 13.248 agreement filed by SAWS on June 21, 2007, and declared administratively complete on July 31, 2007;
5. Texas Water Code section 13.248 agreement between SAWS and Bexar Met executed on December 18, 2006 (only exhibit C is attached, but the other exhibits are available upon request);
6. Proposed map of the service area subject to the section 13.248 agreement;
7. Map consents;



8. CCN Nos. 10640 and 10675; and
9. Proposed order.

Please do not hesitate to contact me at (512) 239-0575 if you have any questions regarding this material. Thank you for your attention to this matter.

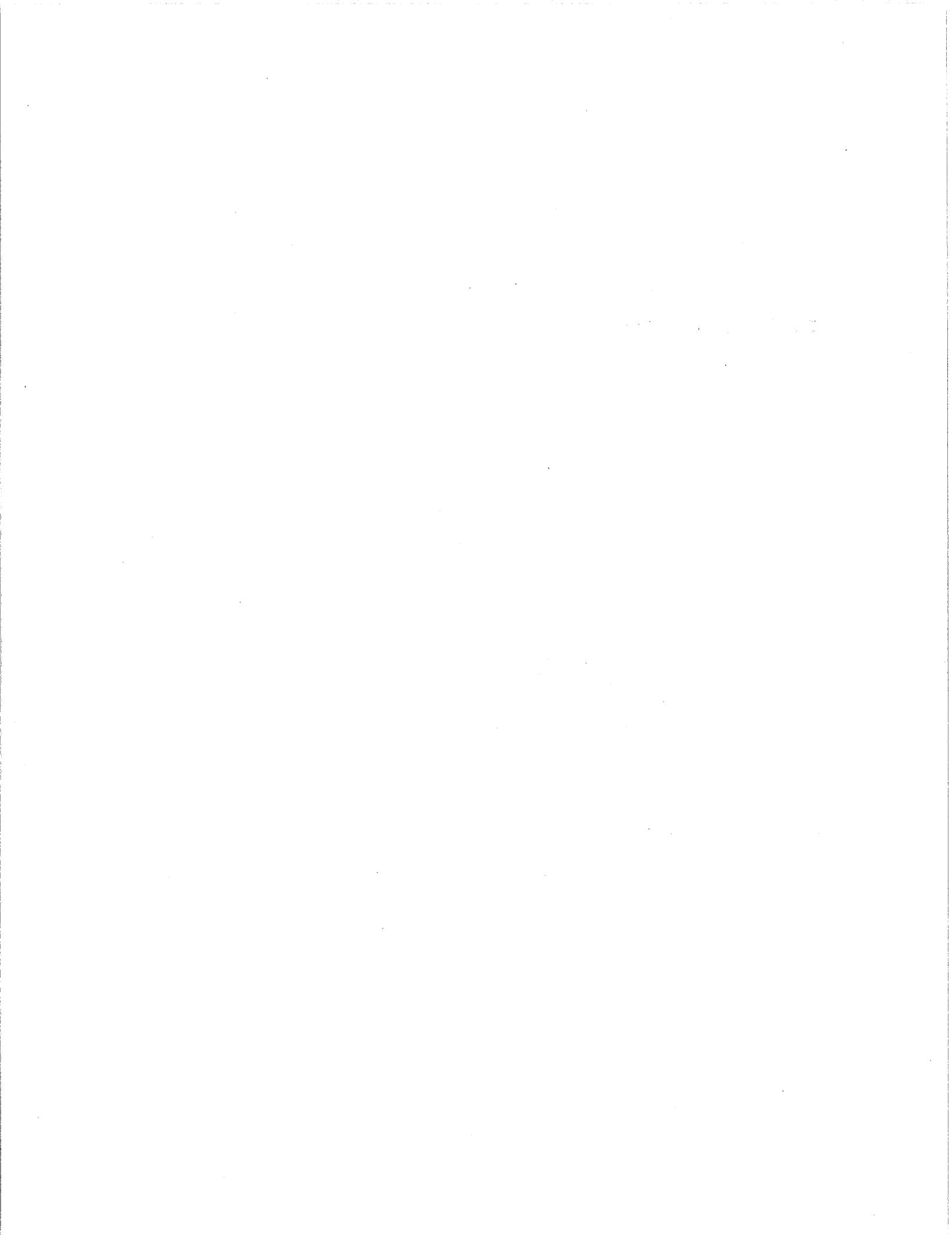
Respectfully submitted,



Stefanie Skogen
Staff Attorney
Environmental Law Division

Enclosure

cc: Lisa Fuentes, Water Supply Division, MC-153
Mailing List



Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 22, 2009

Dwayne Rathburn
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

Jesse Morin
Bexar Metropolitan Water District
P.O. Box 255994
San Antonio, Texas 78224-5994

Re: TCEQ Docket No. 2008-1070-UCR; Consideration of a request for a Commission Order approving a contract designating service areas between San Antonio Water System (SAWS) and Bexar Metropolitan Water District (Bexar Met).

Dear Mr. Rathburn and Mr. Morin:

This letter is to inform you that the above-referenced application has been set on the Agenda for consideration by the Texas Commission on Environmental Quality (TCEQ). This Agenda will occur on February 11, 2009, at 9:30 a.m. in Building E, Room 201S, 12100 Park 35 Circle, Austin, Texas. Included with this letter are the Agenda backup materials to be considered by the Commission.

Persons with disabilities who plan to attend this hearing and who need special accommodations at the Agenda should call the TCEQ Office of Public Assistance at 1-800-687-4040 or 1-800-RELAY-TX (TDD) at least one week prior to the hearing. If you have any procedural questions, you may contact the TCEQ Office of Public Interest Counsel at 1-512-239-6363. If you have any other questions about this matter, you may contact me at 1-512-239-0575.

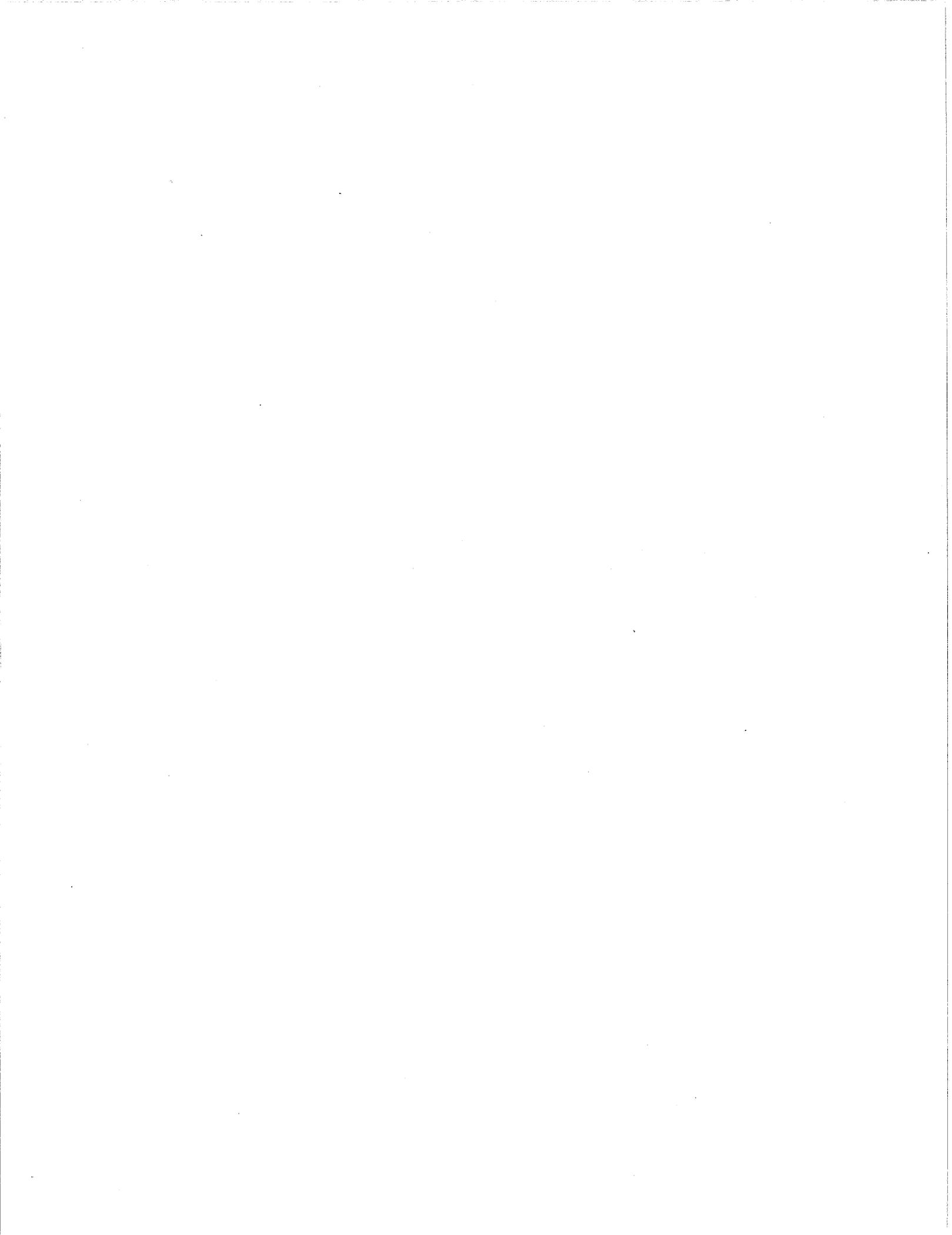
Sincerely,

A handwritten signature in cursive script that reads "Stefanie Skogen".

Stefanie Skogen
Staff Attorney
Environmental Law Division

Enclosure

cc: Lisa Fuentes, Water Supply Division, MC-153
Mailing List



Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

TO: Texas Commission on Environmental Quality **DATE:** January 22, 2009
THRU: LaDonna Castañuela, Chief Clerk
FROM: Stefanie Skogen, Environmental Law Division
SUBJECT: **TCEQ Docket No. 2008-1070-UCR.** Consideration of a request for a Commission order approving a contract designating service areas between San Antonio Water System (SAWS) and Bexar Metropolitan Water District (Bexar Met)

DESCRIPTION OF APPLICATION

Applicant: SAWS and Bexar Met
Regulated Activity: Retail water utility service.
Type of Application: Request for a Commission order approving a contract
Commission Action: Hearing regarding approval of the contract
Authority: Texas Water Code § 13.248 and 30 Texas Administrative Code § 291.117

FACTUAL BACKGROUND

SAWS, water certificate of convenience and necessity (CCN) No. 10640, and Bexar Met, water CCN No. 10675, provide retail water service in Bexar County, Texas. On December 18, 2006, SAWS and Bexar Met entered into an agreement regarding their respective water service areas pursuant to section 13.248 of the Texas Water Code. Under the agreement, Bexar Met will transfer portions of CCN No. 10675 to SAWS, thereby incorporating the areas into CCN No. 10640. Bexar Met is transferring the portions of CCN No. 10675 associated with five of its public water systems, which are listed in the agreement, as well as its facilities for those systems. SAWS is already providing service to the customers in the areas to be transferred.

Both parties have reviewed the CCN map to be issued with the Commission's order and have approved it.

LEGAL AUTHORITY

The Texas Water Code prohibits a utility, a utility operated by an affected county, or a water supply corporation from rendering retail water or sewer utility service directly or indirectly to the

public without first obtaining a CCN.¹ Conversely, a municipality is not required to obtain a CCN to provide retail water service.² However, a municipality may not provide service to an area within or outside its corporate boundaries that is certificated to another retail public utility without first obtaining a CCN for that area.³

The Texas Water Code and TCEQ rules allow retail public utilities to enter into service area agreements and have the Commission affirm the agreements by amending the entities' respective CCNs.⁴ The request to approve a 13.248 agreement is not subject to the notice provisions of title 30, section 291.106 of the Texas Administrative Code, which apply to applications for new and amended CCNs. The Commission may approve the service area agreement pursuant to section 13.248 of the Texas Water Code with appropriate notice provided under the Open Meetings Act. The Executive Director will mail notice of the hearing upon the setting of an Agenda date.

BASIS FOR STAFF RECOMMENDATION

The following items were considered in developing the staff's recommendation:

1. Request for a Commission Order approving the 13.248 agreement filed by SAWS on June 21, 2007 (Application No. 35741-C);
2. Agreement between SAWS and Bexar Met, executed on December 18, 2006;
3. Maps of the service areas subject to the 13.248 agreement submitted by SAWS; and
4. Financial, managerial, and technical analysis of SAWS to operate in the affected areas.

STAFF RECOMMENDATION

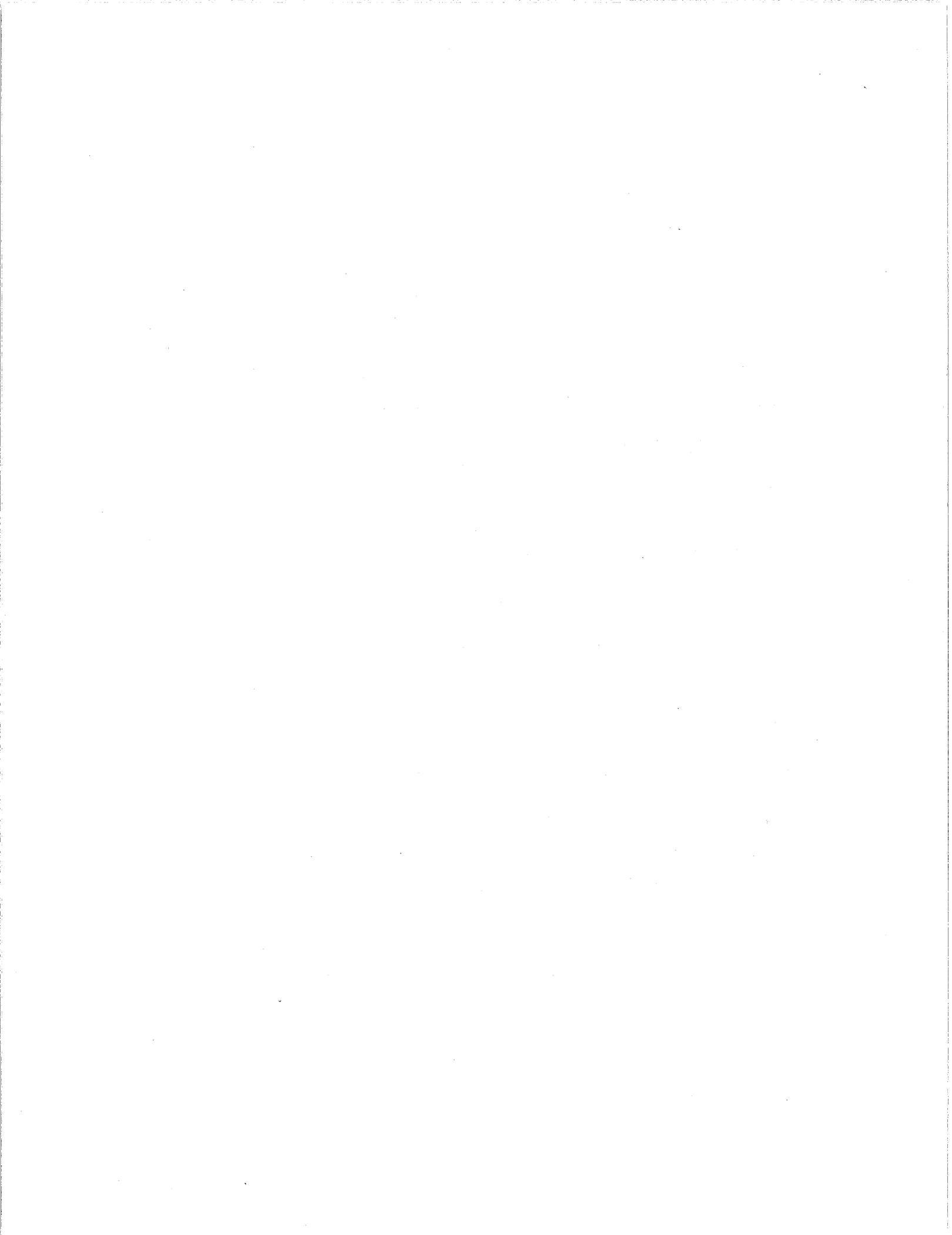
Staff has confirmed that both parties are retail public utilities with active water CCNs and that the areas the parties are seeking to transfer are either dually certificated to both parties or abut the CCN of the entity receiving the CCN. Bexar Met wishes to sell five of its systems, and SAWS is serving the customers of those systems. Further, staff is satisfied that SAWS possesses the adequate financial, managerial, and technical capability to provide continuous and adequate service to the areas being transferred. SAWS already serves approximately 362,000 water

¹ TEX. WATER CODE ANN. § 13.242(a) (Vernon 2008).

² A municipality is a "retail public utility" under section 13.002(19) of the Texas Water Code but is not a "utility" under section 13.002(23). Therefore, the section 13.242(a) requirement that a "utility" must obtain a CCN before providing retail water utility service does not apply to a municipality.

³ *Id.*

⁴ TEX. WATER CODE ANN. § 13.248 (Vernon 2008); 30 TEX. ADMIN. CODE § 291.117 (West 2008). Section 13.248 states, "Contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity."



connections and is ranked superior. It has a debt service coverage ratio of 1.55:1.⁵ Therefore, based on the facts stated in the application and the supporting documentation submitted by SAWS, staff supports the request for a Commission Order approving a contract designating service areas between SAWS and Bexar Met.

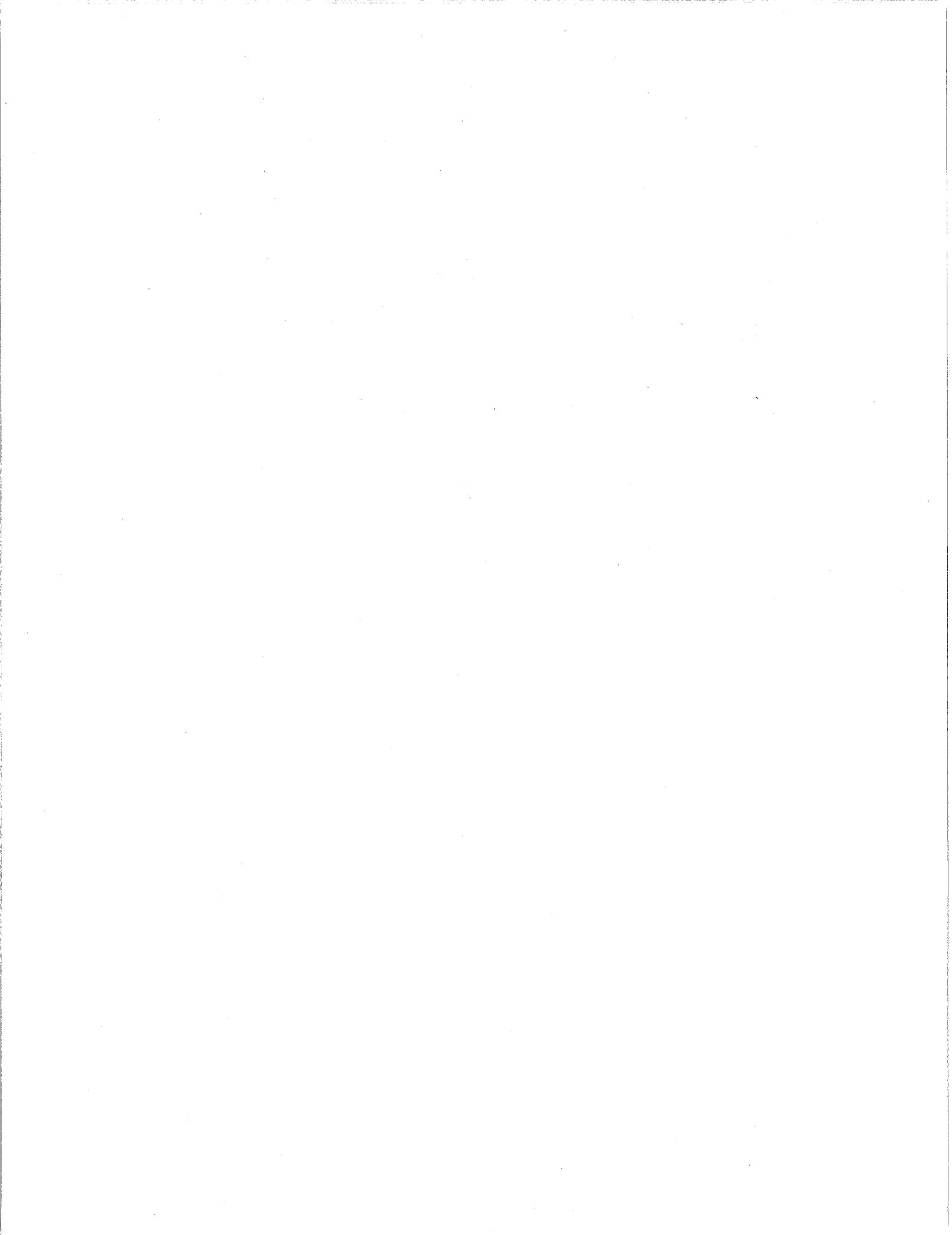
STAFF CONTACTS

Stefanie Skogen, Environmental Law Division (239-0575)
Lisa Fuentes, Water Supply Division (239-6117)

⁵ A retail public utility's debt service coverage ratio should be above 1:1. More than 1.25:1 is considered to be good.

CAPTION
SAN ANTONIO WATER SYSTEM AND BEXAR METROPOLITAN WATER
DISTRICT
Application No. 35741-C

TCEQ Docket No. 2008-1070-UCR. Consideration of a request for a Commission order approving a contract designating service areas between San Antonio Water System (SAWS), water certificate of convenience and necessity (CCN) No. 10640, and Bexar Metropolitan Water District (Bexar Met), water CCN No. 10675, in Bexar County, Texas, pursuant to section 13.248 of the Texas Water Code. Under the contract, Bexar Met will transfer portions of its water CCN to SAWS. (Stefanie Skogen, Lisa Fuentes)



Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

To: Environmental Law Division **Date:** July 2, 2008
Thru: Lisa Fuentes/Tammy Benter
From: Dan Smith
Subject: Contract Service Agreement Pursuant to Texas Water Code, Section 13.248, from San Antonio Water System, Certificate of Convenience and Necessity (CCN) No. 10640, to Transfer a Portion of CCN No. 10675 from Bexar Metropolitan Water District in Bexar County; Application No. 35741-C

CN: 600529069; RN: 104099551 (transferee)
CN: 600652739; RN: 101450955 (transferor)

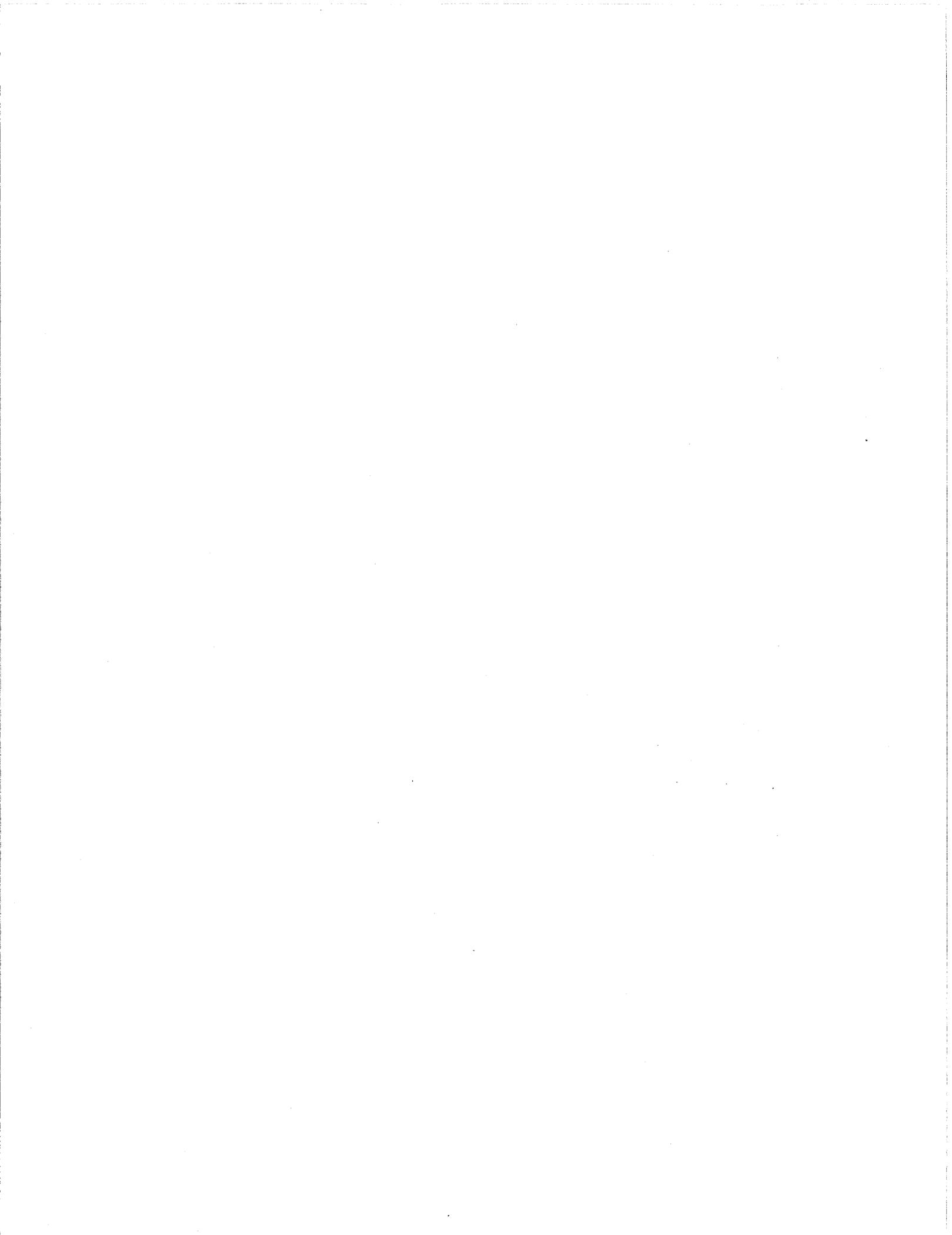
In my opinion, San Antonio Water System demonstrated adequate financial, managerial and technical capability to provide service to the area contracted for transfer.

Signed:  Date: July 2, 2008

San Antonio Water System (SAWS) purchased five small water systems for \$1,010,000, agreed to by Bexar Metropolitan Water District (Bexar Met) as evidenced by a copy of their board minutes for the November 27, 2006 board meeting. The total of the systems in acreage is not known but existing customers total about 800 according to the database. The systems are called Hidden Springs, Leon Springs Mobile Villa, Mobile City Estates, Village Green, and Woods of Fair Oaks. SAWS has about 375,000 connections and is ranked superior.

I have reviewed an unqualified audit for SAWS for the fiscal year ended December 31, 2007. It shows total assets of \$3.3 bil., of which \$194 mil. is cash and investments. Term debt is \$1.6 bil. and equity is \$1.6 bil. for a debt to equity ratio of roughly 1.0:1. Income before capital contributions was \$13.2 mil.

This information supports a finding of adequate financial and managerial capability to provide service to the area contracted for transfer.





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KS-mapping

June 20, 2007

Mr. Doug Holcomb, P.E., Section Manager
Utilities & Districts Section
Water Supply Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Dear Mr. Holcomb;

On May 11, 2007 the closing documents conveying five water systems from the Bexar Metropolitan Water District (CCN# 10675) to the San Antonio Water System (CCN# 10640) were signed. The five systems described in the attached agreements and as shown on the attached maps are:

Leon Springs	PWS# 0150120
Mobile City	PWS# 0150125
Village Green	PWS# 0150526
Woods @ Fair Oaks	PWS# 0150534
Hidden Springs	PWS# 0150507

In addition to the maps, a cd containing the digital data for the five systems is included.

In accordance with section 13.248 of the Texas Water Code, it is requested that the Texas Commission on Environmental Quality acknowledge the sale of the systems and transfer the Certificates of Convenience and Necessity from Bexar Met to SAWS.

If you have any question or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dwayne Rathburn'.

Dwayne Rathburn
Manger of Program Planning
(210) 233-3456

RECEIVED

JUN 21 2007

TEXAS COMMISSION
ON

ENVIRONMENTAL QUALITY

WATER SYSTEM PURCHASE AGREEMENT

THIS WATER SYSTEM PURCHASE AGREEMENT (this "Agreement") made and entered into as of the 18th day of December, 2006 (the "Effective Date"), by and between Bexar Metropolitan Water District, a water conservation district, municipal corporation, body politic and political subdivision of the State of Texas, created by special act of the Legislature pursuant to Article XVI, Section 59 of the Texas Constitution (hereinafter sometimes called "Seller") and San Antonio Water System, a wholly owned municipal water, wastewater and water recycling utility (hereinafter sometimes called "Purchaser").

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

WITNESSETH:

WHEREAS, pursuant to Certificates of Convenience and Necessity (each, a "CCN") issued by the Texas Commission on Environmental Quality (hereinafter called "TCEQ") Seller presently owns and operates public utility water distribution systems, well sites and land (hereinafter sometimes each called a "Water System" and collectively the "Water Systems") servicing (i) the Woods at Fair Oaks Ranch and the Village Green subdivisions situated in Bexar County, Texas, the location of such subdivisions being depicted on Exhibit "A-1" attached hereto (the "Group I Subdivisions") and (ii) the Mobile City Estates, Leon Springs Mobile Villa and Hidden Springs subdivisions situated in Bexar County, Texas, the location of such subdivisions being depicted on Exhibit "A-2" attached hereto (the "Group II Subdivisions"; the Group I Subdivisions together with the Group II Subdivisions are collectively referred to as the "Subdivisions"); and

WHEREAS, Seller has elected to sell the Water Systems;

WHEREAS, Purchaser desires to purchase the Water Systems and Seller is willing to sell the same upon the terms and conditions hereinafter set forth, and Purchaser desires thereafter to furnish water service to the residents of the Subdivisions;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which hereby is acknowledged, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein as though set forth in their entirety in the body of this Agreement.
2. **Agreement to Purchase and Sell**. Purchaser agrees to purchase the Water Systems from Seller upon and subject to the terms and conditions hereinafter set forth, and Seller, upon those terms and conditions, agrees to sell the Water Systems to Purchaser.
3. **Description of The Water Systems**. The Water Systems to be purchased by Purchaser and sold by Seller shall consist of all the physical properties, real, personal and mixed, that comprise, form a part of or are used or usable in the water distribution system serving the Subdivisions that are now owned and operated by Seller as of the date of this Agreement, together with all additions and improvements thereto made prior to the relevant Closing Date (as

hereafter defined). The Water Systems shall not include cash on hand or in banks, evidences of indebtedness or other securities, accounts receivable or prepaid insurance, except for any Unapplied Impact Fees (as hereinafter defined). The general boundaries of the Water Systems servicing the Group I Subdivisions (the "Group I Water Systems") are as described on Exhibit "A-1", and Exhibit "A-1" also includes a system map showing the sizes and types of pipe included in the Group I Water Systems. The general boundaries of the Water Systems servicing the Group II Subdivisions (the "Group II Water Systems") are as described on Exhibit "A-2", and Exhibit "A-2" also includes a system map showing the sizes and types of pipe included in the Group II Water Systems. Without limiting the generality of the foregoing, the Water Systems shall include (each, an "Asset");

(a) All equipment or property used for the production and distribution of potable water by Seller which are attached to and used in connection with the operation of the water system servicing the Subdivisions, including without limitation, all water distribution mains, valves, facilities, systems, well(s), pumps, water storage tanks, pipelines, mains, meters, wires, cables, valve boxes, installed meters, house service connections up to the property line, fire hydrants, fixtures, equipment and other improvements which are attached to and used in connection with the operation of the water systems servicing the Subdivisions (the "Production/Distribution/Infrastructure");

(b) All applicable tangible and intangible personal property, if any, used by Seller in connection with the operation, maintenance or repair of the water systems servicing the Subdivisions, including, without limitation, the personal property listed in Exhibit "B" hereto (the "Personal Property"), except for those items of tangible personal property to be excluded from this sale that are listed in Exhibit "B-1" hereto (the "Excluded Personal Property");

(c) All applicable permits, licenses and certifications, if any, including the CCNs (subject strictly to all required regulatory approvals), necessary for the operation of the Water Systems, including, without limitation, those certain permits, licenses, and certifications, that are listed in Exhibit "C" hereto (the "Permits");

(d) All applicable well sites, water reservoir sites, wells, well pumps, discharge systems, control houses, motors, controls, equipment, reservoirs, water treatment plants, chemical feed equipment, spring sites, tunnels and water lines which are attached to and used in connection with the operation of the Water Systems, as also more specifically described on Exhibits "A-1" and "A-2";

(e) The real property described in Exhibit "D" hereto, including improvements and fixtures thereon (the "Real Property");

(f) Those certain assumable contracts or agreements such as maintenance, service or utility contracts affecting the Water Systems described on Exhibit "E" (collectively, the "Property Agreements") to the extent the same are to be assumed by Purchaser pursuant hereto;

(g) The right, title and interest of Seller in and to any and all easements used or useful in connection with the Water Systems (the "Easement Estates");

(h) Any applicable and all customer lists, meter books, maps, plans, specifications, engineering data and customer records for all installed equipment or system components described in (a) above which Seller has in its possession or control;

(i) A copy of Seller's capital budget for 2006 and proposed budget, if available, for 2007, if any;

(j) All applicable books, records, maps, files, and data of Seller pertaining to the Water Systems, to the extent in Seller's possession or control, including without limitation, customer billing records for the current year and the three (3) year period preceding the Closing Date;

(k) Any applicable and all correspondence or records relating to, or communications with, the TCEQ or any County or State Health departments regarding the Water Systems;

(l) Seller's right, title and interest in and to all impact, tap-on, meter and other connection fees paid or payable to Seller by customers of the Water Systems that have not been applied by Seller to the cost of improvements to the Water Systems as of the Effective Date (the "Unapplied Impact Fees");

(m) All security deposits, if any, made to Seller by customers of the Water Systems (the "Deposits"); and

(n) Any water rights and claims to water rights of Seller related to the Water Systems.

4. Closing Date, Time and Place of Closing. The purchase and sale of the Group I Water Systems and the Group II Water Systems may be consummated and closed (collectively, the "Closings" and each a "Closing") on two (2) different dates. The Closing of the Group I Water Systems (the "Group I Closing") shall occur within seven (7) days following the later of (x) expiration or waiver of the Group I Review Period (as hereafter defined), as the same may be extended; and (y) satisfaction or waiver of the conditions precedent to the Group I Closing set forth below, or such other date as may be agreed upon between the parties in writing (the "Group I Closing Date"). The Closing of the Group II Water Systems (the "Group II Closing") shall occur within seven (7) days following the later of (x) expiration or waiver of the Group II Review Period (as hereafter defined), as the same may be extended and (y) satisfaction or waiver of the conditions precedent to the Group II Closing set forth below, or such other date as may be agreed upon between the parties in writing (the "Group II Closing Date"; the Group I Closing Date and the Group II Closing Date are herein sometimes collectively referred to as the "Closing Dates" and each individually as a "Closing Date"). Each Closing shall be at 10 a.m. at the offices of the Title Company (as hereafter defined), or at such other time or place as Purchaser may designate by notification in writing addressed to Seller at least three (3) business days before the relevant Closing Date, unless a different date or a different time or place is agreed to in writing by Purchaser and Seller.

5. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Group I Water Systems shall be Six Hundred Twenty Thousand and No/100 Dollars (\$620,000.00) ("Group I Purchase Price") and the purchase price to be paid by Purchaser to Seller for the Group II Water Systems shall be \$390,000.00 ("Group II Purchase Price"; the Group I Purchase Price or the Group II Purchase Price, as applicable, are sometimes referred to herein as the "Purchase Price"). Purchaser will not be entitled to purchase one Group to the exclusion of the other; provided, however, Purchaser shall be entitled to exclude certain assets from one Group or the other. However, Purchaser's right to exclude certain assets will not affect the Purchase Price for either Group. As additional consideration for Seller's agreement to convey the Water Systems to Purchaser, Purchaser agrees to charge customers of the Subdivisions its "ICL" rates, as the same may be modified from time to time.

6. **Earnest Money.**

(a) **Deposit.** For the purpose of securing the performance of Purchaser under the terms and provisions of this Agreement, Purchaser agrees that within five (5) business days following the Effective Date of this Agreement, Purchaser will deliver to Chicago Title Insurance Company (hereinafter the "Title Company"), 270 N. Loop 1604 East, Suite 100, San Antonio, Texas 78232, Attention: Doug Becker, an earnest money deposit (the "Earnest Money") in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00). Failure by Purchaser to timely deposit the Earnest Money with the Title Company shall result in the automatic termination of this Agreement and Seller shall have no further obligation hereunder. If the Earnest Money is not otherwise disbursed in accordance with the terms of this Agreement, the Earnest Money shall be applied against the Purchase Price at the Group II Closing.

(b) **Interest.** The Title Company shall immediately deposit the Earnest Money in an interest bearing account and maintain such account until the Earnest Money is disbursed or applied in accordance herewith, with all interest earned thereon to constitute a part of the Earnest Money for purposes of this Agreement.

7. **Documents Related to the Water Systems and Review.**

(a) **Title Commitment and UCC Report.** Within ten (10) days after the Effective Date hereof, Seller, at Seller's expense, shall cause the Title Company to issue and deliver to Purchaser (i) a title commitment (the "Title Commitment") setting forth the status of title of the Real Property and the Easement Estates and showing all liens, claims, encumbrances, conditions, restrictions, easements, rights of way, encroachments and all other matters of record in Bexar County, Texas affecting the Real Property and the Easement Estates, accompanied by a copy of all documents referred to in the Title Commitment which will affect the Real Property and/or the Easement Estates at the Closing; and (ii) a UCC Report, showing any security interests affecting the Real Property and the Easement Estates reflected in the UCC Records of Bexar County, Texas and the Secretary of State of Texas.

(b) **Survey.** Within forty-five (45) days following the date hereof, Purchaser shall have the right, but not the obligation, to obtain at Purchaser's expense, a current survey of the Real Property and/or Easement Estates (the "Survey"), in a form that complies with the

current Texas Society of Professional Surveyors Standards and Specifications for a Category I A, Condition II Survey, or such other form as Purchaser may elect. For purposes of the property description to be included in the deed and other documents to be delivered at Closing, the field notes prepared by the surveyor for the Survey shall control any conflicts or inconsistencies with the legal description contained herein or in the Title Commitment and such field notes shall be incorporated herein by this reference upon completion and included as the property description in the deed and the title policy.

(c) Documents. Seller, to the extent not already previously provided to Purchaser by Seller, shall provide Purchaser with access to all books, records, title information and documentation, surveys, soils and environmental studies, and all other information and documentation reasonably required by Purchaser to complete its due diligence activities with respect to the Water Systems. Within fifteen (15) business days following the Effective Date, Seller shall provide Purchaser with written notice of all known environmental, operational and/or structural defects or problems relating to or affecting the Water Systems. Within fifteen (15) business days following the Effective Date, Seller shall deliver to Purchaser true, correct, and complete copies of (i) all third party engineering or inspection reports concerning the Water Systems which are in the possession or control of Seller; (ii) copies of designs, drawings, site plans and other plans and specifications for the Production/Distribution/Infrastructure in the possession or control of Seller; (iii) production histories from each of the wells in the Water Systems; (iv) copies of any environmental reports concerning the Water Systems which are in the possession or control of Seller; (v) copies of correspondence or notices from environmental or regulatory authorities concerning the Water Systems that have been received by Seller; (vi) statements of the revenues and expenses of the operation of the Water Systems for the last three (3) years; (vii) copies of any licenses or permits applicable to the operation of the Water Systems; (viii) copies of any guaranties or warranties applicable to the Water Systems; (ix) a list of any and all capital improvements or repairs performed during the current year or the three (3) immediately preceding years or currently being performed or contemplated by Seller with respect to the Water Systems; (x) copies of all existing policies of title insurance and surveys of the Real Estate or the Easement Estates in Seller's possession or control; and (xi) a list of all customer connections in each subdivision specifying the name, billing and service address, Security Deposit, consumption history for the last 3 years and meter size of each customer (the "Customer List"). The documents described in this Paragraph 7(c) are herein collectively called the "Documents." In the event that any of the Documents are not timely delivered to Purchaser and such failure continues for three (3) business days following notice from Purchaser, the Review Periods and the Closing Dates shall each be extended by one day for each day delivery of such items is delayed by Seller.

Purchaser will not use any of the Documents provided by Seller pursuant to the terms of this Agreement that are related to the Water Systems in any pending or future litigation between Purchaser and Seller unless it is (i) otherwise discoverable pursuant to a proper discovery request, (ii) subject to a bona fide public information act request, or (iii) determined to be relevant by the court in which the litigation is then pending; provided, however, Purchaser shall be able to use the information or documentation provided by Seller for any litigation, claim or other action between Purchaser and Seller arising from or in any way related to this Agreement, and/or the Water Systems.

(d) **Approval of Title Commitment and Survey.** Purchaser shall have until the expiration of the Group I Review Period (as hereinafter defined) ("Approval Period") to review and approve the matters contained in the Title Commitment, Survey and UCC Reports. Purchaser must notify Seller in writing of any objection to the Title Commitment, Survey or UCC Reports prior to the expiration of the Approval Period and any matter contained in the Title Commitment or the Survey not so objected to shall be deemed a Permitted Exception as such term is hereinafter defined with respect to the relevant Real Property or Easement Estate to which it relates. Seller shall have seven (7) business days after receipt of such notice ("Cure Period") to cure Purchaser's objections; provided, however, that Seller is not obligated to cure any such objections, except as otherwise provided herein. In the event Seller fails or is unable or unwilling to cure such objections within the Cure Period to the satisfaction of Purchaser in Purchaser's sole discretion, then Purchaser may terminate this Agreement by written notice to Seller within five (5) days after the expiration of Seller's Cure Period whereupon the Earnest Money shall be paid to Seller and the parties shall have no further obligations hereunder other than those that expressly survive termination of this Agreement. Failure by Purchaser to terminate this Agreement within the time period specified herein shall constitute Purchaser's waiver of any objection to such matters reflected in the Title Commitment and Survey that Seller has not or indicated it will not cure. Any matter appearing in the Title Commitment and/or Survey approved or waived by Purchaser shall constitute a "Permitted Exception" with respect to the parcel of Real Property or Easement Estates. Notwithstanding the foregoing, under no circumstances shall Purchaser be obligated to object to any liens reflected on Schedule C of the Title Commitment or any security interests shown on the UCC Report, all of which shall be satisfied and released by Seller prior to Closing ("Mandatory Cure Items").

8. **Review Period.**

(a) **Purchaser's Due Diligence Period.** During the pendency of this Agreement, Purchaser shall have the right to physically inspect and review the Water Systems, which investigation shall be of such scope as Purchaser shall determine and may include, without limitation, any or all of the following: physically inspecting the Real Property and the Easement Estates; verifying financial statements, verifying customer account information, performing testing of the infrastructure, facilities and equipment constituting a part of the Water Systems; completing market feasibility studies; conducting mechanical and environmental studies; conducting an environmental survey of the Real Property and the Easement Estates; conducting a soils study of the Real Property and the Easement Estates; reviewing all files, records, documents, and papers of Seller and Seller's agents, representatives, and contractors relating to the construction, ownership, maintenance, operation and leasing of the Real Property and the Easement Estates, provided that:

(i) Purchaser shall exercise (and cause its agents to exercise) due care and ordinary prudence in performing such inspections, examinations, investigations and tests and Purchaser shall not cause or permit any material damage or injury to be done to the Real Property, the Easement Estates or the Production/Distribution/Infrastructure; and

(ii) Any entry made on the Real Property or Easement Estates by Purchaser or its representatives shall be upon reasonable notice to Seller (which may be oral) and at reasonable times and at the sole risk of Purchaser. Purchaser shall coordinate its site visits.

inspections and testing in advance with Seller, and shall afford Seller's representatives and agents an opportunity to be present at the time of any inspection, testing or investigation.

During the pendency of this Agreement, Purchaser shall have the right to make application or request of the TCEQ or other applicable governmental authorities with respect to permits, entitlements or authorizations (collectively, the "Approvals") for its use, operation and development of the Water Systems; and Seller agrees to use its good faith, best efforts, both before and after Closing to support Purchaser efforts to obtain the Approvals provided that such Approvals are conditional and shall not be binding upon Seller prior to the Closing. Without limiting the foregoing, Purchaser shall have the right after the Review Period, to apply to TCEQ and any other applicable governmental authorities for a transfer of that portion of Seller's existing CCN applicable to the Water Systems to Purchaser. As used herein, Seller's support of the Approvals shall include without limitation (i) jointly executing applications for Approvals, (ii) writing letters of support for such Approvals, (iii) not protesting or contesting any such applications, (iv) not disparaging Purchaser or the Approvals orally or in writing, and (v) taking any reasonable action requested by Purchaser in connection with such Approvals. During the time after the Review Period and before the Closing if Purchaser does not acquire the Water Systems from Seller, Purchaser shall use the same efforts that Seller agreed to use to cause that portion of Seller's existing CCN application to the Water Systems obtained by Purchaser to be returned to Seller.

(b) **Seller's Cooperation.** Seller shall in good faith cooperate with Purchaser in facilitating Purchaser's investigation of the Water Systems. Without limiting the foregoing obligation, Seller shall:

(i) provide Purchaser and its agents or consultants with access to the Real Property, the Easement Estates, the Production/Distribution/Infrastructure and the remainder of the Water Systems and Seller's Documents with respect thereto to inspect each and every part thereof to determine its present condition; and

(ii) deliver to Purchaser as soon as is practicable but in any event within fifteen (15) business days following the Effective Date the Documents, not otherwise previously provided by Seller, for Purchaser's review pursuant to Paragraph 7(c) hereof.

(c) **Purchaser's Termination Right.** The obligations of Purchaser pursuant to this Agreement, including without limitation any obligation of Purchaser to purchase the Water Systems, are expressly conditioned and contingent upon Purchaser's satisfaction with and approval of the results of all inspections made by Purchaser pursuant to paragraph 8(a). If Purchaser determines, in its sole discretion, that the Water Systems are unsuitable for Purchaser's purposes, then Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller at its address set forth hereinbelow prior to 5:00 P.M. San Antonio time on the day which is sixty (60) days following the Effective Date (the "Group I Review Period"), whereupon Seller shall be entitled to a payment of the Earnest Money. The Earnest Money shall be non-refundable to Purchaser unless this Agreement is terminated as the result of (i) Seller's failure to timely perform its obligations under this Agreement, (ii) a breach of Seller's representations or warranties, or (iii) casualty or condemnation, in which events the Earnest Money shall be returned to the Purchaser. In the event that Purchaser terminates this Agreement

prior to the Group I Review Period, neither party shall have any further rights or liability hereunder except those that expressly survive termination of this Agreement. As used herein, "Group II Review Period" shall mean ninety (90) days following the Effective Date. As used herein, "Review Period" shall mean either the Group I Review Period or the Group II Review Period, as applicable. Purchaser shall have the right, prior to the expiration of the applicable Review Period, to extend one or both of the Review Periods for up to two (2) consecutive periods of thirty (30) days each upon written notice to Seller in which case all references to the applicable Review Period herein shall mean the applicable Review Period as so extended. In addition, prior to the expiration of each Review Period, Purchaser may give Seller a list of Assets to be excluded from the relevant Closing and Seller shall retain ownership of such excluded assets (the "Excluded Assets"); provided, there shall be no adjustment to the Purchase Price.

(d) No Liens. Purchaser shall pay for all work and inspections performed on or in connection with the Water Systems by or on behalf of Purchaser and shall not permit the creation of any lien in favor of any contractor, materialman, mechanic, surveyor, engineer, architect or laborer in connection therewith.

9. Risk-of- Loss. The parties acknowledge and agree that Purchaser, prior to the relevant Closing Date, assumes no risk of loss whatsoever with respect to all or any part of the associated Water System. In the event that, prior to the relevant Closing Date, any component(s) of the system is(are) damaged to an extent of not more than ten percent (10%) of the applicable Purchase Price, as reasonably certified by Seller, Purchaser agrees to extend the Closing Date for a period of time equal to that taken by Seller to repair or replace that part of the system damaged or destroyed, provided that said extension will not exceed sixty (60) days after the applicable Closing Date without the written consent of Purchaser. If the damage to any such component or components exceeds ten percent (10%) of the applicable Purchase Price, as reasonably certified by Seller, Purchaser shall have the right to accept the system in its damaged condition and Seller shall assign to Purchaser all proceeds of any insurance covering such damage and credit the amount of any applicable deductible or self-insurance against the applicable Purchase Price, or Purchaser shall have the right to terminate this Agreement and receive the return of the Earnest Money whereupon the parties shall have no further obligations hereunder. If the transaction, upon expiration of the extended Closing Date, is not consummated as otherwise provided under the terms of this Agreement, this Agreement shall become null and void and all undertakings, obligations and liabilities of the parties hereto shall forthwith terminate and be released and discharged as set forth herein.

10. Property Taxes. Any real or personal property taxes, if any, applicable to the Water Systems or any Asset thereof will be paid by Seller as of the Closing Date. In the event that there are any unpaid taxes affecting the Water Systems as of Closing, all such taxes shall be paid at Closing and the amount of such taxes deducted from the applicable Purchase Price.

11. Utility Bills. The parties understand that any billings for electricity or gas applicable to the Water Systems incurred prior to the close of escrow will be paid for solely by Seller.

12. Closing Costs; Accounts Receivable. Seller shall pay: the premium for the Owner's

Title Policies including the premium for the amendment, if any, to the area and boundary exception; 1/2 of any escrow fee; fees for preparation of the conveyance documentation; any fees or other costs required to discharge or release at Closing any Mandatory Cure Items; recording fees for the deeds; Seller's attorneys' fees; costs of tax certificates and other expenses stipulated to be paid by Seller under other provisions of this Agreement. Purchaser shall pay: 1/2 of any escrow fee; the premium for any special endorsements required by Purchaser, excluding the premium for the amendment, if any, to the area and boundary exception for which Seller is responsible; Purchaser's attorneys' fees; and other expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

Seller shall read all water meters on the Closing Date or as close, and prior to the Closing Date as practicable. From such readings, Seller shall provide copies of all such meter readings to Purchaser and shall use such readings to determine current billings for water service to the dates of the meter reading. Accounts receivable relating to the operation of the Water Systems which are owed to Seller at the Closing with respect to periods prior to Closing, including, but not limited to, delinquent payments, customer payments, refunds of insurance premiums (the "Accounts Receivable") are not being sold to Purchaser and shall remain the property of Seller. Purchaser shall not be under any obligation to collect Accounts Receivable, however, Purchaser shall forward to Seller within thirty (30) days of receipt any monies paid to Purchaser on any Accounts Receivable and shall reasonably cooperate, at no cost to Purchaser, with Seller's collection efforts and enforcement mechanisms; provided that in no event shall Purchaser be required to interrupt water service to any customer or commence litigation with respect thereto. Seller shall forward to Purchaser within thirty (30) days of receipt any monies paid to Seller that are attributable to periods following Closing.

13. Representations, Warranties, and Agreements by Seller. Seller represents, warrants and agrees to and with Purchaser as follows:

(a) Existence. That it is, and on the Closing Date will be, a water conservation district, municipal corporation, body politic and political subdivision of the State of Texas duly organized and existing and in good standing under the laws of the State of Texas;

(b) Authorization. Seller has full power and authority to enter into this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement. Seller has duly authorized the execution, delivery and performance of this Agreement, and this Agreement is and each agreement, document and instrument delivered at Closing will be a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally. Seller is currently and as of each Closing will be solvent and not in bankruptcy proceedings.

(c) Effect of Agreement. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not, with or without the giving of notice and the lapse of time, or both, result in the breach of or conflict with any term, covenant, condition or provision or result in the modification or termination of,

constitute a default under, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the properties or assets of Seller pursuant to any corporate charter, bylaw, commitment, contract or other agreement or instrument to which Seller is a party or by which of its respective assets or properties is or may be bound. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not result in the violation of any law, statute, rule, regulation or code applicable to Seller.

(d) Consents. This Agreement has been approved by Seller's Board of Directors on November 27, 2006. As a result of said approval, no further consent, authorization or approval of any person, entity or governmental, public, or self-regulatory body or authority is necessary in connection with the execution, delivery and performance of this Agreement by Seller or the taking of any action by Seller contemplated by this Agreement.

(e) Personal Property. On each Closing Date Seller will have good title to all of the Personal Property, if any, free and clear of all mortgages, claims, liens, charges, and other encumbrances ("Encumbrances").

(f) Real Property. Seller has good and indefeasible title in fee simple to the Real Property free and clear of all liens (except those liens that will be released at or before Closing) and no party, except as herein set forth, has or shall have on the relevant Closing Date any rights in or to acquire the Real Property, there being no other contracts outstanding for acquisition or lease of the Real Property. Seller has not received any notice that has not been previously disclosed to Purchaser from any governmental authority or other person and has no actual knowledge that the Real Property does not conform with any applicable law, ordinance, regulation, order or other requirement relating thereto. There are no existing leases or options on, or parties other than Seller in possession of, the Real Property, if any.

(g) Actions and Proceedings. There are no actions, suits, claims or legal, administrative or arbitration proceedings or investigations pending or, to the knowledge of Seller, threatened, against, involving or affecting Seller or any of the Assets involving the Water Systems.

(h) Environmental Representations. Seller represents and warrants that with the exception of Camp Stanley, which is adjacent to the Group II Subdivisions:

- (i) To Seller's knowledge, there are no Hazardous Materials (as hereafter defined) on the Real Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any of the Environmental Laws (hereinafter defined), and including, without limitation, formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos and any by-product of same. The term "*Environmental Laws*" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42

U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other administrative, federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or release or threatened release into the environment of Hazardous Materials;

- (ii) To Seller's knowledge, there has been no offsite transfer or disposal of any Hazardous Materials generated or created on the Real Property, if any, or in connection with the operations of Seller or the Assets;
- (iii) Seller has no knowledge of or information regarding the presence of any Hazardous Materials at adjacent properties which could migrate to, through, over or under the Real Property, if any;
- (iv) Seller has no knowledge of or information regarding the presence of any Hazardous Materials on any Easement Estates or any adjacent properties which could migrate to, through, over or under the Easement Estates;
- (v) No enforcement action or other litigation has been commenced by or threatened against Seller or the Assets regarding the presence of any Hazardous Materials on or about the Real Property or Easement Estates; and
- (vi) To Seller's knowledge, the groundwater produced by Seller from wells located on the Real Property has never exceeded any applicable Maximum Contamination Level ("MCL").

(i) Flood Plain. To Seller's knowledge, all parts of the Real Property, if any, which are used in activities covered by Seller's CCNs either (a) are not located within an area that has been designated as being subject to special flooding hazards by the Federal Insurance Administration, the Army Corps of Engineers, or any other governmental agency or body, with the exception of Mobile City Estates, or (b) have received a variance from appropriate state regulatory authorities.

(j) Easement Estates. Seller represents and warrants that the Easements Estates are sufficient to permit the efficient operation of the Water Systems as currently conducted and that Seller has good and sufficient rights to keep and maintain the Water Systems in the manner in which the same are now maintained and kept; and

(k) Property Agreements. There are no management, service, supply, equipment rental, or other contracts or agreements affecting the Water Systems other than the Property Agreements, and all of such Property Agreements are terminable upon not more than thirty (30) days' notice

by the owner of the Water Systems. To Seller's knowledge, neither Seller nor any other party is in default with respect to any of its obligations or liabilities pertaining to the Property Agreements. To Seller's knowledge, the copies of Property Agreements and Documents delivered to Purchaser pursuant to Section 3(f) and 7(c) are true, complete and accurate copies.

14. Convenants of Seller. Seller covenants and agrees as follows:

(a) Seller will record any Consumer Confidence Report "CCR" data as required by the 1996 Safe Drinking Water Act and in accordance with 40 CFR Parts 141 and 142 for each Water System until the applicable Closing Date and deliver said data to the Purchaser for reporting for that calendar year, which obligation shall survive Closing.

(b) Seller will operate and maintain the Water Systems as an ongoing concern, until each Closing Date, and it will not dispose of any part of the Water Systems except such part or parts as may be retired from service and replaced in the ordinary course of business prior to each Closing Date:

(c) Seller covenants that from the Effective Date to each Closing Date there will not be any material adverse change in the operation of the Water Systems, and Seller has not and will not enter into any agreements, contracts or transactions or enter into any amendment of existing agreements or contracts involving the Water Systems after the Effective Date:

(d) After the Effective Date, Seller will not, without prior written approval of Purchaser, which approval shall not be unreasonably withheld or delayed, contract for any improvements to the Water Systems, the costs of which in the aggregate exceed Five Thousand Dollars (\$5,000.00);

(e) Seller has, or will have in the case of any additions to the Water Systems acquired between the date hereof and the relevant Closing Date, good title to the physical plant comprising the Water Systems, and it will have such title on such Closing Date: such title on each Closing Date will be unencumbered or proper provision will have been made for payment and release of any existing encumbrances: and that it is the owner of all water meters installed as of this date and as of each Closing Date;

(f) Seller covenants that, at each Closing Date, there will not be any litigation, suit, or governmental proceeding pending, or to its knowledge, threatened, which might adversely affect its title to, right to possession of, or right to use the Water Systems or any of the Easement Estates, or which might interfere with the sale and purchase contemplated hereby, and it will promptly notify Purchaser in writing if any litigation, suit, or governmental proceeding shall be instituted or threatened prior to either Closing Date;

(g) Seller covenants that until each Closing Date it will continue to operate the Water Systems in Seller's normal and customary manner. In this regard, Seller specifically agrees to: (1) at Seller's sole discretion make all necessary additions, improvements and replacements to the Water Systems, provided that Seller shall make any additions, improvements and replacements that are necessary to keep the Water Systems functional: (2) maintain proper books

and records of Seller's operations in accordance with all applicable laws; and (3) permit representatives of Purchaser to inspect and copy all Seller's Documents, to the extent not already provided to Purchaser by Seller, pertaining to the Water Systems at all reasonable times as mutually agreed to by the parties, such inspection and copying to take place at the location at which Seller usually maintains the Documents; and

(h) To the extent requested by Seller not less than thirty (30) days prior to the relevant Closing Date, Seller shall terminate any Property Agreement affecting the applicable Water System.

15. Conditions to Purchaser's Obligations.

The obligations of Purchaser to close under this Agreement are subject to the satisfaction of the following conditions precedent being satisfied as of each Closing Date:

(a) All representations and warranties expressly stated on the face of this Agreement of Seller shall be true and correct as of the date of this Agreement and on and as of such Closing Date with the same force and effect as though such representations and warranties had been made on such Closing Date;

(b) Seller and Purchaser shall have fully complied with all covenants and agreements on its part to be performed as provided under the terms and provisions of this Agreement;

(c) Purchaser shall have received all documents and instruments required under the provisions of Paragraph 16 hereof;

(d) No representation or warranty expressly stated on the face of this Agreement by Seller, nor any statement or certificate furnished or to be furnished by Seller pursuant hereto or in connection with the transactions contemplated herein, shall to the best of Seller's knowledge contain any untrue statements of material fact;

(e) No loss, damage or destruction to any material portion of the Assets shall have occurred;

(f) No order, decree or judgment of any court or governmental body shall have been issued restraining, prohibiting, or delaying the consummation of the transactions contemplated by this Agreement.

(g) During the period of time from the Effective Date to such Closing Date, no material adverse change shall have occurred in the operation or regulation of the Assets;

(h) This Agreement and the consummation of the transactions contemplated hereby shall have been duly approved by the San Antonio Water System Board of Trustees; and

(i) Seller and Purchaser shall have obtained or received all Approvals, if any, from all regulatory authorities which are required in connection with the transfer or assignment of the

applications, permits, certificates, and licenses necessary or desirable in connection with the operation of the Water Systems, including without limitation the assignment or acquisition of a CCN.

Purchaser may elect to waive any of the conditions precedent to its obligations hereunder by giving written notice of such election to Seller at any time on or before the Closing Date. If any condition precedent is so waived, this Agreement shall continue in full force and effect, and the obligations of Seller and Purchaser hereunder shall be unaffected by such waiver. If for any reason Seller fails to comply with any of the provisions of this Agreement, or any representation or warranty of Seller hereunder is untrue in any material respect, Purchaser, at its election, may exercise all rights which may be available to it, at law or in equity, including the termination of the Agreement as provided for herein.

16. Documents to be Delivered by Seller on each Closing Date. Seller shall prepare or cause to be prepared for delivery to Purchaser on each Closing Date the following documents related to the applicable Water System:

(a) Good and sufficient deeds substantially in the form of Exhibit "F" attached hereto, special warranty bills of sales substantially in the form of Exhibit "G" attached, assignment and assumption agreements substantially in the form of Exhibit "H" attached hereto and other instruments of conveyance and transfer in form and substance reasonably acceptable to counsel for Purchaser as shall be necessary to convey to and vest in Purchaser good title to all of the properties described in Paragraph 3, excluding the Excluded Assets, free and clear of any and all liens and other encumbrances and to convey to and vest in Purchaser Seller's right, title and interest in the property described in Paragraph 3;

(b) A chattel mortgage, judgment and Federal lien search covering a date not later than thirty (30) days prior to such Closing Date showing no chattel mortgages, judgments or Federal liens outstanding against Seller and an updated Customer List certified as true and correct by Seller;

(c) Such evidence of authority as may be required by the Title Company;

(d) An assignment agreement pursuant to which Seller will assign to Purchaser on the Closing Date all warranties by vendors or contractors who have installed facilities for Seller which may then be in effect as well as all permits relating to the Water Systems;

(e) Seller shall cause to be furnished and delivered to Purchaser an Owner's Policy of Title Insurance in the form promulgated by the Texas Insurance Commission in the amount of the relevant Purchase Price issued by the Title Company to Purchaser insuring good and indefeasible title to the Real Property subject to no exceptions other than (i) the Permitted Exceptions, and (ii) the standard printed exceptions generally included in such a title insurance policy, as the same may be modified at the request and expense of Purchaser to the extent permitted by insurance regulations;

(f) An affidavit meeting the requirements of Section 1445 of the Internal Revenue Code, executed and sworn to by Seller, confirming that Seller is not a "Foreign Person" as defined therein or permit Purchaser to withhold amounts required by applicable law;

(g) A reaffirmation certificate executed by Seller wherein Seller reaffirms and confirms that such representations and warranties of Seller set forth in this Agreement are true in all material respects and such representations and warranties of Seller remain true and correct in all material respects as of the Closing Date:

(h) An opinion of counsel of Seller addressed to Purchaser dated as of such Closing Date to the effect that:

(i) to his or her knowledge, there are no judicial or other proceedings against Seller that would if adversely decided would materially impair Seller's ability perform its obligations hereunder or the Water Systems, pending or overtly threatened in writing, before any court, governmental agency or arbitration.

(ii) Seller is duly organized and validly existing pursuant to the laws of the State of Texas:

(iii) Seller has the requisite authority to execute this Agreement and all of the Closing documents required to be executed hereunder and the execution hereof and thereof is not in conflict with or prohibited by the terms and conditions of any other agreement to which Seller is a party:

(iv) this Agreement and all of the Closing documents required to be executed hereunder are valid and enforceable in accordance with their respective terms, subject only to principles of equity, and applicable bankruptcy, insolvency or other debtor relief laws relating to or affecting the enforcement of creditor's rights generally, and effective to transfer to Purchaser good title to the Water System and each Asset thereof, free and clear of all defects, liens and encumbrances, other than matters acceptable to Purchaser; and

(v) this Agreement and the consummation of the transactions contemplated hereby do not contravene any law, statute, regulation or decision of the State of Texas or applicable Federal law:

(i) Tax certificates or reasonable evidence that all taxes, if any, due and payable for the Real Property through December 31, 2006 have been paid in full:

(j) An updated Water Systems Customer List, effective as of the date of Closing; and

(k) Such other documents and evidence of authority as may be reasonable and customary in connection with the Closing.

17. **Additional Act and Documents.** If at any time after the Closing Date it shall appear that additional acts or bills of sale, deeds, assignments or other papers are reasonably necessary to complete or perfect the transfer of any part of the Water Systems to Purchaser, Seller agrees to take such action and to execute such additional bills of sale, deeds, easements, assignments or other papers upon written request of Purchaser.

18. **Notices.** All notices and other communications required or permitted to be given under

this Agreement shall be in writing and shall be deemed to have been duly given upon receipt thereof if delivered personally or transmitted by telex or facsimile transmission or sent by certified or registered mail, return receipt requested, postage prepaid, to the parties hereto at the following addresses or to such other address as any party hereto shall hereafter specify by notice to the other party hereto:

If to Seller, to:

Bexar Metropolitan Water District
2047 W. Malone
San Antonio, TX 78225
Attention: F. Gilbert Olivares
General Manager

With copy to:

Bexar Metropolitan Water District
2047 W. Malone
San Antonio, Texas 78225
Attention: Adolfo Ruiz
General Counsel

If to Purchaser, to:

San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212
Attention: David Chardavoyne
President and Chief Executive Officer

With copy to:

San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212
Attention: Nancy Belinsky

19. **Assignments and Applicable Law.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and upon the successors of Purchaser and any matter concerning this Agreement shall be determined by Texas law. Venue for any action arising pursuant to, in connection or related to this Agreement shall be in Bexar County, Texas.

20. **Invalidity.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. **Warranties.** THE SALE OF THE WATER SYSTEMS HEREIN DESCRIBED TO PURCHASER IS ON AN "AS IS" BASIS. OTHER THAN THE WARRANTIES EXPRESSLY STATED SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

22. **Survival of Representations, Warranties and Covenants.** Each representation, warranty and covenant contained herein shall survive the applicable Closing Date for a period of two (2) years notwithstanding any investigation made by or on behalf of Seller or Purchaser.

23. **No Broker Involved.** The parties hereto each represent and warrant that no finder or broker is involved in this transaction.

24. **Exclusivity.** Seller shall not enter into any discussions or agreement related to the sale or lease of the Water System to any other person or entity. Seller represents and warrants that it has no existing contract to sell or lease the Water Systems to any other person or entity and that Seller does not have any direct or indirect obligation or commitment to any other person or entity concerning the lease or sale of the Water Systems.

25. **Representations by Purchaser.** Subject to Paragraph 15, Purchaser represents, warrants and agrees to and with Seller that it has taken all necessary corporate and legal action to authorize the execution, delivery and performance on its part of this Agreement and that the performance hereof by it will not be in contravention of any resolutions, ordinances, laws, contracts or agreements to which it is a party or subject.

26. **Default.**

(a) In the event that Seller should fail to consummate the transactions contemplated herein for any reason, except due to Purchaser's default, Purchaser may (i) terminate this Agreement and receive back the Earnest Money, (ii) enforce specific performance of this Agreement, or (iii) in the event specific performance is unavailable, receive payment from Seller of an amount equal to Purchaser's out-of-pocket expenses incurred in connection with this Agreement and the transaction contemplated hereby, together with interest thereon at the highest lawful rate from the date incurred until paid. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Purchaser of any condition or of any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

(b) In the event Purchaser should fail to perform its obligations herein for any reason, except default by Seller or the failure of Seller to satisfy any of the conditions to Purchaser's obligations set forth herein, Seller shall be entitled to terminate this Agreement and receive the Earnest Money, such sum being agreed upon as liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining

actual damages. Except with respect to Purchaser's liability for the performance of its obligations that expressly survive termination of this Agreement, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this paragraph, and Seller agrees to accept and take the Earnest Money as Seller's total damages and relief hereunder in such event. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Purchaser under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

27. **Recording Fees, Sales and Use Taxes.** Seller will pay all sales and use taxes payable in connection with the sale, transfer, deliveries, and assignments to be made to Purchaser hereunder. Seller will pay all recording fees payable in connection with this transaction.

28. **Public Announcements.** Following expiration of the Group I Review Period, the parties shall make a joint press release that is mutually and reasonably agreed to by the other party; provided, however, that if the parties fail to agree on the contents of a joint press release prior to the expiration of the Group I Review Period, each party may nevertheless make its own individual press release, provided the other party shall be given at least three (3) business days advance notice of each such individual press release prior to publication or circulation. A copy of such advance notice shall be delivered to the other party contemporaneously with said press release. In addition, following expiration of the Group I Review Period, the parties shall provide a joint notice to customers of the Water Systems that is mutually and reasonably agreed to by the other party; provided, however, that if the parties fail to agree on the contents of the customer notice prior to the expiration of the Group I Review Period, each party may nevertheless make its own customer notice, provided the other party shall be given at least three (3) business days advance notice of each such customer notice prior to publication or circulation, and a copy of such advance notice shall be delivered to the other party contemporaneously with the customer notice.

29. **Cooperation.** The parties, each at its own costs, hereto agree to cooperate in making effective the transaction contemplated hereby, and each of them will, at the request of the other, join in taking any action which, though not specified herein, may be reasonably required to be taken in order to consummate such transaction.

30. **Non Waiver.** The failure of a party to insist upon compliance by the other party with any of the terms or conditions of this Agreement shall not be construed as a waiver of that party's right to insist on such compliance in the future.

31. **Entire Agreement.** It is understood and agreed that all understandings and agreements between the parties with respect to the sale and purchase of the Water Systems are merged into this Agreement, which alone fully and completely expresses the agreement of Purchaser and Seller.

32. **DOJ Preclearance.** Purchaser and Seller acknowledge that the United States District Court for the Western District of Texas, San Antonio Division, in the Order of April 22, 1996, as

clarified by the Order of August 13, 2004, in *Rios v. Bexar Metropolitan Water District*, Civ. Action No. SA-96-CA-335-OG, determined as a matter of federal law (Section 2 of the Voting Rights Act of 1965, as amended, 42 U.S.C. § 1973) that only those persons served with retail water utility services by Seller shall be eligible to vote in elections for Seller's board of directors, as well as other elections conducted under Seller's auspices. As a result, it shall constitute a final condition precedent to each Closing that Seller, at its sole cost and expense, shall seek to obtain administrative preclearance from the United States Department of Justice under Section 5 of the Voting Rights Act of 1965, as amended, 42 U.S.C. § 1973c, of any changes with respect to voting in elections concerning Seller ("DOJ Voting Rights Preclearance"). In the event that Seller has not obtained DOJ Voting Rights Preclearance prior to Closing then Purchaser shall have the right to extend the Closing Date for up to one hundred eighty (180) days to allow Seller more time to satisfy such condition or, at Purchaser's option exercised by written notice to Seller on or before the applicable Closing Date, terminate this Contract and the Earnest Money shall be returned to Purchaser within two (2) business days following such termination. In the event that Purchaser elects to extend the Closing Date and Seller has not obtained DOJ Voting Rights Preclearance prior to the extended Closing Date then Purchaser's sole remedy shall be terminate the Contract as permitted by the preceding sentence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

PURCHASER:

SAN ANTONIO WATER SYSTEM

By: David E. Chardavoyne
David E. Chardavoyne
President and CEO

Date: 18 December 2006

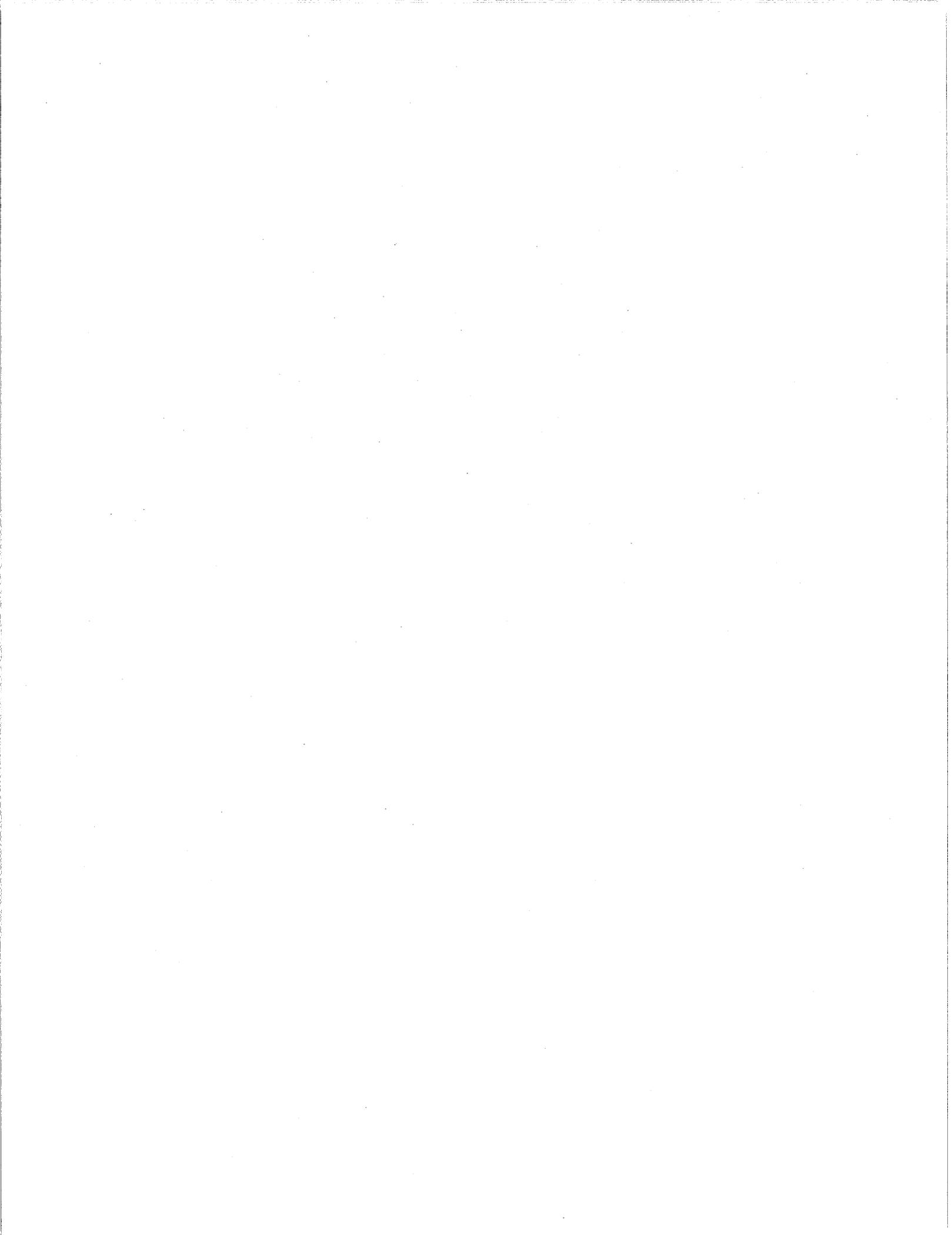
SELLER:

Bexar Metropolitan Water District

By: F. Gilbert Olivares
F. Gilbert Olivares
General Manager

As per Board Approval on November 27, 2006

Date: 12-6-06



EXHIBIT

“C”

PERMITS



Texas Commission On Environmental Quality

By These Presents Be It Known To All That

Bexar Metropolitan Water District

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10675

to provide continuous and adequate water utility service to that service area or those service areas in Bexar, Comal, and Medina Counties as by final Order duly entered by this Commission, which Orders resulting from Application No. 34354-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Bexar Metropolitan Water District to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this MAY 28 2004

A handwritten signature in cursive script, likely belonging to a member of the Texas Commission on Environmental Quality.

For the Commission

Kathleen Hartnett White, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Larry R. Soward, *Commissioner*
Glenn Shankle, *Executive Director*



C O P
PWS 0150125/CO
RN 101238996
CN 600652739

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 3, 2005

Johnnie A. Terrazas, P.E.
RECEIVED

Mr. Johnnie A. Terrazas, P.E., Chief Engineer
BexarMet Water District
2047 W. Malone
San Antonio, Texas 78225

FEB 15 2005

Time: 10:25 A.M.
Initial: JAT

Subject: Revocation of the Exception to the Sanitary Control Easement Rule
Bexar Metropolitan Water District - Mobile City Estates - PWS ID #0150125
Bexar County, Texas

Dear Mr. Terrazas:

The Texas Commission on Environmental Quality (TCEQ) is **revoking the exception** to the sanitary control easement rule for Well # 102WP1 (G0150125A). This exception was previously granted (see enclosed letter) to your public water system on November 14, 2001. Multiple sanitary hazards have recently been identified within the setback distances. Although we had approved the exception to the requirement to obtain a sanitary control easement, we did not approve of any exceptions to the setback distances prescribed by §290.41(c)(1)(A)-(E). This well is currently disconnected from the system and cannot be returned to service without prior TCEQ approval.

The Bexar Metropolitan Water District's **submission of raw water bacteriological samples for both Well 102WP1 (G0150125A) and Well 103WP1 (G0150125B) for bacteriological analysis is suspended** since they are currently disconnected from the system. The TCEQ requires the approved treatment for Well # 103WP1 (G0150125B) to be installed prior to returning it to potable water use.

The TCEQ must be notified when construction is completed and Well 103WP1 (G0150125B) is returned to service. Please note that the system must have a TCEQ approved *CT Study* prior to Well 103WP1 (G0150125B) being returned to service. All exceptions are subject to periodic review and may be revoked or amended if warranted. If Well 102WP1 (G0150125A) is to be plugged, please submit a copy of plugging report.

If you have questions or comments concerning this letter, or if we may be of further assistance, please contact us at the letterhead's address or by telephone at (512) 239-1467.

Sincerely,

Brannon Chatham
Public Drinking Water Section (MC 155)
Water Supply Division

BMWD LOI '06
0481

Enclosure: Letter: dated November 14, 2001

cc: TCEQ, San Antonio Regional Office -13
Joseph Strouse, P.E., TCEQ Utilities Technical Review Team (MC 153)
Jerry Salgado, P.E., TCEQ, Utilities Technical Review Team (MC 153)
Joaquin Montes, TCEQ Drinking Water Protection Team (MC155)
Greg Rogers, TCEQ Drinking Water Protection Team (MC 155)
Jack Schulze, P.E., TCEQ, Technical Review & Oversight Team (MC 155)

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



C O P Y

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

November 14, 2001

Mr. Johnnie A. Terrazas, P.E., Chief Engineer
BexarMet Water District
2047 W. Malone
San Antonio, Texas 78225

Subject: Request for Exception to the Sanitary Control Easement Rule
BexarMet Water District - Mobile City Estates - PWS ID #0150125
Bexar County, Texas

Dear Mr. Terrazas:

We received your letter dated October 16, 2001, requesting an exception to our rule requiring sanitary control easements for wells in public water systems. We note you provided well drillers logs, a map with the 150 foot radii marked, copies of correspondence letters to adjacent landowners and a statement that sanitary hazards prohibited by the required sanitary easement are not located within a 150 foot radius of well # 102WP1 (G0150125A) or 103WP1 (G0150125B).

We approve your request for an exception to the sanitary control easement rule for both wells. This exception is contingent on the continuing **submission of raw water bacteriological samples** from both wells for bacteriological analysis in addition to the normally required monthly bacteriological samples. These samples should be taken **monthly** and should **alternate** between well # 102WP1 and well # 103WP1 each month so that each well is sampled once every two months. All exceptions are subject to periodic review and may be revoked or amended if warranted. If contamination of the well occurs which cannot be remediated, a new properly constructed well may be required at another location and abandonment, proper plugging, and sealing of the abandoned well will be required. If you have any questions please call me at (512) 239-6063.

Sincerely,

Handwritten signature of Thomas S. Napier in cursive.

Thomas S. Napier, P.E.
Public Drinking Water Section (MC 155)
Water Supply Division

TSN/JLS/ad

cc: TNRCC San Antonio Regional Office
Joe Strouse, P.E., TNRCC, Rate Design/Plans Review
Larry Mitchell, Drinking Water Monitoring
Judson Smith, TNRCC Tyler Regional Office

BMWD LOI '06
0486

Robert J. Huston, *Chairman*
R. B. "Ralph" Marques, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Margaret Hoffman, *Executive Director*



C O P Y

PWS ID #0150534 CO

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 3, 2003

TRANSMITTED BY
FACSIMILE TO: 210/9225152

Mr. Johnnie A. Terrazas
BexarMet
2047 W. Malone
San Antonio, Texas 78225

Re: BMWWD Woods of Fair Oaks - Public Water System I.D. #0150534
Proposed Storage Tank
Plan Review Log Number 200308-118
Bexar County, Texas

BMWWD LOI '06
0354

Dear Mr. Terrazas:

The planning material received on August 18, 2003, with your letter dated August 15, 2003 for the proposed Storage Capacity Modifications has been reviewed. The commission's public drinking water program does not examine plans and specifications in regard to the structural features of design, such as strength of concrete or adequacy of reinforcing. Only the features covered by these sections will be reviewed [§290.39(d)(3)(B)]. The project generally meets the minimum requirements of the TCEQ's Chapter §290 - Rules and Regulations for Public Water Systems (Rules) and is conditionally approved for construction if the project plans and specifications meet the following requirements:

1. The tank must be disinfected prior to use in accordance with the current standard, AWWA C652.
2. All newly installed coatings having contact with potable water must conform to ANSI/NSF Standard 61 and must be certified by an organization accredited by ANSI. [§290.43(c)(8)].
3. The overflow pipe cover shall fit tightly with no gap over 1/16 inch. [§290.43(c)(3)].
4. A liquid level indicator must be provided at the tank site. The indicator can be the ultrasonic type or a pressure gauge calibrated in feet of water. The pressure gauge must be located at ground level and not be less than 3-inches in diameter and calibrated in no more than 2-foot intervals [§290.43(c)(4)].
5. Roof vents shall be installed in strict accordance with current AWWA standards and shall be equipped with approved screens to prevent entry of animals, birds, insects and heavy air contaminants. Screens shall be fabricated of corrosion-resistant material and shall be 16-mesh or finer §290.43(c)(1).

Mr. Johnnie A. Terrazas

Page 2

October 3, 2003

6. The roof of all tanks shall be designed and erected so that no water ponds at any point on the roof and, in addition, no area of the roof shall have a slope of less than 0.75 inch per foot [§290.43(c)].

The submittal consisted of two sheets of engineering drawings and technical specifications. The approved project consists of:

- One 97,000 gallon bolted-steel ground storage tank and related appurtenances.

This approval is for the construction of the above listed items only. The wastewater components contained in this design were not considered.

The BMWD Woods of Fair Oaks public water supply system provides water treatment for the system.

An appointed engineer must notify the TCEQ's Region 13 Office at (210) 490-3096 when construction will start.

Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the completed work is substantially according to the plans and change orders on file with the commission as required in §290.39(h)(3) of the Rules.

Please refer to the Utility Technical Review Team's Log No. 200308-118 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tnrcc.state.tx.us/permitting/waterperm/ud/sf.pdf>

For future reference, you can review part of the Utility Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

<http://www.tnrcc.state.tx.us/permitting/waterperm/ud/planrev.html>

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

Mr. Johnnie A. Terrazas
Page 3
October 3, 2003

If you have any questions please contact me at (512)239-6970 or the Internet address: "DLAUGHLI@tceq.state.tx.us" or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,



David D. Laughlin, P.E.
Utility Technical Review Team
Water Supply Division MC-153

DDL/sr

cc: TCEQ Central Records PWS File #0150534
TCEQ Region No. 13 Office - San Antonio (w/approved materials)

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
John M. Baker, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

April 26, 2001

TRANSMITTED BY
FACSIMILE TO: 210/922-5152

Desiderio D. Raygosa
Production Manager
BexarMet
2047 W. Malone
San Antonio, Texas 78225

Re: BMWWD - The Woods of Fair Oaks - Public Water System I.D. #0150534
Well Completion Data
Plan Review Log Number 103-166
Bexar County, Texas

Dear Mr. Raygosa:

The constructed well and related facilities are approved for use and may now be placed into service based on our review of well completion material received on March 20, 2001, with your letter dated March 19, 2001. The project generally meets the minimum requirements of the TNRCC's Chapter §290 - Rules and Regulations for Public Water Systems (Rules). Approval of this well as a public water source is contingent upon verification of the chemical quality by the Texas Department of Health laboratory in Austin. The Public Drinking Water Section will continue to monitor the well's water quality and notify the utility if they need any other actions.

However, the chemical analysis report submitted shows that the concentration of Sulfate exceeded the maximum allowable level. (Please see the table at the bottom of the enclosed checklist). If further testing confirms the analysis report, additional treatment or blending will be required.

The completion data consisted of the following:

- State of Texas Well Report;
- Material setting and cementing data;
- Executed and recorded sanitary control easement;
- U. S. Geological Survey 7.5 minute map showing the well location;
- Three bacteriological sampling results showing no coliform contamination; and,
- Chemical analysis results (commercial lab).

The completion data describes construction of the following:

BMWWD LOI '06
0357

P.O. Box 13087 • Austin, Texas 78711-3087 • 512/239-1000 • Internet address: www.tnrcc.state.tx.us

printed on recycled paper using soy-based ink

Desiderio D. Raygosa

Page 2

April 26, 2001

- One public water supply well drilled to 445 feet with 320 linear feet (l.f.) of 6 $\frac{1}{2}$ -inch o.d. pressure-cemented steel casing and 120 l.f. of 8 $\frac{3}{4}$ -inch open hole; the well is producing 95 g.p.m.

The well is located off I-10 west near Fair Oaks Parkway.

After the new well is placed in service, it is the water system's responsibility to contact the TNRCC's Drinking Water Monitoring Team in Austin at 512/239-6020 to arrange for the collection of the official chemical samples. The results of the chemical analysis of these samples will be used to conduct a vulnerability assessment, develop a chemical monitoring plan and grant final approval for the new source. The Drinking Water Monitoring Team will notify the water system of any special requirements for this public water supply source. The preliminary chemical samples collected by the water system or their contractor are for interim approval only.

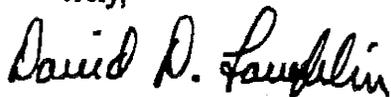
For future reference, you can review part of the Rate Analysis & Plan Review Team's database to see if we have received your project. This is available on the TNRCC's homepage on the Internet at the following address:

<http://www.tnrcc.state.tx.us/permitting/waterperm/ud/planrev.html>

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

If you have any questions please contact me at (512) 239-6970 or the Internet address: "DLAUGHLI@tnrcc.state.tx.us" or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,



David D. Laughlin, P.E.
Rate Analysis & Plan Review Team
Water Permits & Resource Management Division, MC 153

DDL/vag

cc: TNRCC Central Records PWS File
TNRCC Region No. 13 Office - San Antonio
TNRCC Public Drinking Water - Vulnerability Assessment (w/enclosures)

BMWD LOI '06
0358

SUMMARY OF INVESTIGATION FINDINGS

Regulated Entity Name: BMWD - Woods of Fair Oaks	TNRCC ID: 0150534	Investigation Date: 03-14-01
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ALLEGED NONCOMPLIANCES NOTED AND RESOLVED		
No.	Requirement(s) Cited	Description of Alleged Noncompliance, Corrective Action Taken, and Compliance Documentation
1	30 Tex. Admin. Code §290.41(c)(3)(A)	<p>Description: Failure to submit well completion data to TNRCC Plan Review for their review and approval. This data must include copies of:</p> <ul style="list-style-type: none"> (a) an executed sanitary control easement for all property located within 150 feet of the well head, (b) the Driller's Log (geological log and material setting report) and the cementing certificate, (c) the pump setting report and the results of a 36-hour pump test which shows the steady-state capacity of the well, (d) the results of a chemical analysis performed by the Texas Department of Health laboratory in Austin and three consecutive daily raw water bacteriological analyses conducted by a Texas Department of Health certified laboratory, and (e) an original or legible copy of a U.S. Geological Survey 7.5 minute topographical quadrangle map showing the accurate well location. <p>Corrective Action: Submitted documentation to TNRCC Plan Review.</p> <p>Compliance Documentation: Received copy of the TNRCC Plan Review final approval letter, dated April 26, 2001.</p>

BMWD LOI '06
0359

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



THE STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this is a true and correct copy of a Texas Natural
Resource Conservation Commission document, which is filed in the
permanent records of the Commission.
Given under my hand and the seal of office on

La Donna Castibuela **AUG 18 1999**

La Donna Castibuela, Chief Clerk
Texas Natural Resource
Conservation Commission

APPLICATION NO. 32127-S

IN THE MATTER OF THE APPLICATION §
OF BEXAR METROPOLITAN WATER §
DISTRICT TO ACQUIRE FACILITIES §
FROM BULVERDE UTILITY COMPANY, §
INC., TO CANCEL CERTIFICATE OF §
CONVENIENCE AND NECESSITY §
NUMBER 10964 AND TO AMEND §
CERTIFICATE OF CONVENIENCE AND §
NECESSITY NUMBER 10675 IN BEXAR §
AND COMAL COUNTIES, TEXAS §

BEFORE THE
TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION

ORDER.

On JUL 30 1999, the Executive Director of the Texas Natural Resource Conservation Commission pursuant to Chapters 5 and 13 of the Texas Water Code considered the application of Bexar Metropolitan Water District for the purchase of facilities from Bulverde Utility Company, Inc., to cancel Certificate of Convenience and Necessity Number 10964, and to amend Certificate of Convenience and Necessity Number 10675 in Bexar and Comal Counties.

No person has requested a public hearing on the application;

Notice of the application was given all affected and interested parties;

The criteria set forth in Sections 13.246(c), 13.254 and 13.301 have been considered; and

The certificate amendment and cancellation requested in this application are necessary for the service, accommodation, convenience and safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION that the application is granted and Certificate of Convenience and Necessity No. 10964 be canceled, and that Certificate of Convenience and Necessity No. 10675 be amended in accordance with the terms and conditions set forth herein and in the certificate.

IT IS FURTHER ORDERED that Bexar Metropolitan Water District shall serve every customer and applicant for service within the area certified under Certificate of Convenience and Necessity No. 10675 and that such service shall be continuous and adequate.

90A

TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION



For the Commission

Issued Date: JUL 30 1999

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TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

**CANCELLATION OF
CERTIFICATE OF CONVENIENCE AND NECESSITY**

To Provide Water Service Under V.T.C.A., Water Code
and Texas Natural Resource Conservation Commission Substantive Rules

Certificate No. 10964

Certificate No. 10964 was canceled by Order of the Commission in Application No. 32127-S. Bulverde Utility Company, Inc.'s facilities and lines were transferred to Bexar Metropolitan Water District (CCN No. 10675) located in Bexar and Comal Counties.

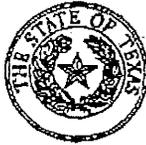
Please reference Certificate No. 10675 for the location of maps and other information related to the service area transferred.

Certificate of Convenience and Necessity No. 10964 is hereby **CANCELED** by order of the Texas Natural Resource Conservation Commission.

Issued Date: **JUL 30 1999**


For the Commission

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under V.T.C.A., Water Code
and Texas Natural Resource Conservation Commission Substantive Rules

Certificate No. 10675

I. Certificate Holder:

Name: Bexar Metropolitan Water District
Address: 2047 Malone
San Antonio, Texas 78225

II. General Description and Location of Service Area:

The service areas covered by this certificate located in Atascosa, Bexar, Comal and Medina Counties are described as follows:

1. Service area located approximately 5.5 miles north of downtown San Antonio, Texas on Blanco Road. The service area is generally bounded on the east by Blanco Road, on the south by Jackson Keller Road, on the west by West Avenue and Foxhall Lane, on the northwest by Winston Street, and on the north by Mt. Vieja Drive and Mt. Riga Drive in Bexar County.
2. Service area located approximately 3.25 miles southwest of downtown San Antonio, Texas on Castroville Road. The service area is generally bounded on the east by U.S. Highway 281, on the south by the Medina River, Watson Road, Mauerman Road, the Missouri-Pacific Railroad, and Kelly Air Force Base, on the west by the Southern Pacific Railroad, and on the north by Castroville Road and Division Road in Bexar County. Dual certification exists in a portion of the area with San Antonio Water System, CCN No. 10640.
3. Service area located approximately 16 miles southwest of downtown San Antonio, Texas on State Highway Loop 1604. The service area is generally bounded on the east by State Highway 16 in Bexar County and by U. S. Highway 281 in Atascosa County, on the south by an unnamed county road in Atascosa County, on the west by Palo Alto Creek in Atascosa County and by the county line in Bexar County, and on the north by State Highway Loop 1604 in Atascosa and Bexar Counties.

4. Service area, including the Elm Valley Subdivision, is located approximately 9.5 miles west of downtown San Antonio bounded on the east by Loop 410 West, on the south by Macdona-Lacosta Road, on the west by the Bexar/Medina County line, and on the north by Farm to Market Road 471 in Bexar and Medina Counties. Dual certification exists in portions of the area with CCN No. 10657 issued to Meadow Wood Acres Water Supply Corporation, and CCN No. 11671 issued to Rio Medina Water Corporation.
5. Service area located approximately 8 to 10 miles northeast of downtown San Antonio bounded on the east by State Highway Loop 1604 East, on the south by Interstate Highway 10, on the west by Rosillo Creek, and on the north by Miller Road in Bexar County. Dual certification exists in portions of the area with CCN No. 10640 issued to San Antonio Water System.
6. Service area located approximately 10 miles north of downtown San Antonio and is generally bounded on the east by U.S. Highway 281, on the south by Bitters Road, on the west by Blanco Road, and on the north by Oak Estates Road in Bexar County. Dual certification exists in a portion of the area with CCN No. 10640 issued to San Antonio Water System.
7. Service area located approximately 19 miles north of downtown San Antonio and is generally bounded on the east by U.S. Highway 281, on the south by Stone Oak Parkway, on the west by Farm to Market Road 2696 and on the north by Borgfeld Road in Bexar County. Dual certification exists in a portion of the area with CCN No. 11964 issued to Estates Utility Company, Inc.
8. Service area, including the Kallison Ranch and Remuda Ranch Subdivisions is located approximately 15 miles northwest of downtown San Antonio on Galm Road, and is generally bounded on the north by Government Canyon State Natural Area, on the east by Galm Road, on the south by Farm to Market Road 471 and on the west by the county line in Bexar County. Dual certification exists in portions of the area with CCN No. 10640 issued to San Antonio Water System, and CCN No. 10695 issued to San Antonio MUD No. 1.
9. Service area, including the Hidden Springs Subdivision, is located approximately 19 miles northwest of downtown San Antonio, east of Interstate Highway 10, and is generally bounded on the north and east by Camp Bullis Military Reservation, on the south by Dominion Drive and on the west by Aue Road, in Bexar County.
10. Service area, including the North San Antonio Hills Subdivision, is located approximately 12 miles west of downtown San Antonio, Texas, on Farm to Market Road 1604. The service area is generally bounded on the east by Farm to Market Road 1604, in Bexar County. Dual certification exists in a portion of the area with San Antonio Water System, CCN No. 10640.

11. Service area located approximately 11 miles southwest of downtown San Antonio and generally bounded on the north by Pearsall Road, on the east by Loop 410, on the south by Interstate Highway 35 and on the west by the Medina River, in Bexar County. Dual certification exists in this area with CCN No. 10640 issued to San Antonio Water System.
12. Service area located approximately 16 miles southwest of downtown San Antonio, Texas and generally bounded on the north by Somerset Road; on the east by Senior road; on the south by Loop 1604 South; and on the west by Somerset Road, in Bexar County.
13. Service area, including the Mobile City Estates Subdivision, is located approximately 16 miles northwest of downtown San Antonio, Texas, on Interstate Highway 10. The service area is generally bounded on the north by Russell Park, on the east by Leon Creek, on the south by Bullis Road and on the west by Interstate Highway 10, in Bexar County.
14. Service area, including the Leon Springs Subdivision, is located approximately 19 miles northwest of downtown San Antonio, Texas, on Interstate Highway 10. The service area is generally bounded on the north by the Camp Bullis Military Reservation, on the east and south by Aue Road and on the west by Interstate Highway 10, in Bexar County.
15. Service area, including the Oakland Estates/Ahern Subdivision, is located approximately 19 miles west/northwest of downtown New Braunfels, Texas. The service area is generally bounded on the northwest by Swine Creek, on the east by Ahern Creek and on the south by State Highway 46, in Comal County.
16. Service area, including the Woods at Springs Branch Subdivision, is located approximately 21.5 miles northwest of downtown New Braunfels, Texas on Spring Branch Road. The service area is generally bounded on the north, east and south by Swine Creek and on the west by Spring Branch Road, in Comal County.
17. Service area, including the Bulverde Hills Estates Subdivision, is located approximately 19.5 miles west/northwest of downtown New Braunfels, Texas on Bulverde Road. The service area is generally bounded on the north by Bobcat Drive, on the east by Bulverde Hills Drive, on the south by Bulverde Road (Farm to Market Road 1863) and on the west by Sierra Vista Drive, in Comal County.

Bexar Metropolitan Water District also holds CCN No. 12759 and CCN No. 12760.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area maps, WRS-7, WRS-15, WRS-46, and WRS-163 maintained in the offices of the Texas Natural Resource Conservation Commission, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

This certificate is issued under Application No. 32127-S and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Date: JUL 30 1999



For the Commission

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
APPLICATION NO. 32127-S

APPLICATION OF BEXAR METROPOLITAN WATER DISTRICT
TO ACQUIRE FACILITIES AND TRANSFER CCN NO. 10964
FROM BULVERDE UTILITY COMPANY, INC.

STATE OF TEXAS §

COUNTY OF BEXAR §

AFFIDAVIT OF CLOSING

I, JERRY BUCHER, certify that I am the President of BULVERDE UTILITY COMPANY, INC., a party to the above referenced TNRCC sale-transfer-merger application. The sale and title transfer of the water system in question was closed on April 22, 1999. Management and control of the utility systems transferred on April 22, 1999. Both events occurred after receipt of the November 5, 1998 letter from Doug Holcomb, P.E. on behalf of the TNRCC's Executive Director, authorizing the closing of this sale without hearing and transfer of the CCN after closing.

There were no customer deposits to transfer to the transferee, all deposits previously held by the seller having been refunded to customers as billing credits prior to closing.

BULVERDE UTILITY COMPANY, INC.

BY: Jerry Bucher
JERRY BUCHER, President

SWORN AND SUBSCRIBED TO under oath by JERRY BUCHER, President of BULVERDE UTILITY COMPANY, INC., before the undersigned notary public in witness of which I place my hand and seal this 22 day of April, 1999.

Sharon
Notary Public, State of Texas

SHARON WETTERS
My Commission Expires 3/26/2000

AFFIDAVIT

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared JERRY BUCHER, President of BULVERDE UTILITY COMPANY, INC., being duly sworn, deposes and says as follows:

"I am over the age of twenty-one years and fully qualified to make this Affidavit.

"I am President of BULVERDE UTILITY COMPANY, INC., and am familiar with the financial transactions of the utility relative to the sale and transfer of the assets of BULVERDE UTILITY COMPANY, INC. to BEXAR METROPOLITAN WATER DISTRICT.

"There were no customer deposits held by BULVERDE UTILITY COMPANY, INC. as a condition for provisions of retail water utility service to transfer to BEXAR METROPOLITAN WATER DISTRICT, all deposits previously held having been refunded to customers as billing credits prior to closing of the sale of the assets of BULVERDE UTILITY COMPANY, INC. to Bexar Metropolitan Water District."

"Further affiant saith not."

BULVERDE UTILITY COMPANY, INC.

BY: Jerry Bucher
JERRY BUCHER, President

VERIFICATION

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned notary public, on this day personally appeared JERRY BUCHER who being by me duly sworn on his oath, deposed and said that he is the President of BULVERDE UTILITY COMPANY, INC., and is fully qualified and authorized to make this Affidavit, and that every statement contained therein is true and correct.

Jerry Bucher
JERRY BUCHER

SUBSCRIBED AND SWORN to BEFORE ME, on this, the 22 day of April, 1999.

Sharon Veters
Notary Public, State of Texas



SHARON VETERS

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



REC
OCT 15 1997
THE STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this is a true and correct copy of a Texas Natural Resource Conservation Commission document, which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on
Hughes K. Brumm OCT 10 1997
Hughes K. Brumm, Chief Clerk
Texas Natural Resource
Conservation Commission

APPLICATION NO. 31729-S

IN THE MATTER OF THE APPLICATION OF §
BEXAR METROPOLITAN WATER DISTRICT §
TO ACQUIRE FACILITIES, TO TRANSFER §
AND CANCEL CERTIFICATE OF §
CONVENIENCE AND NECESSITY NUMBER §
12742 FROM BEXAR WATER SYSTEMS OF §
HIDDEN SPRINGS, L.C., IN BEXAR §
COUNTY, TEXAS §

BEFORE THE
TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION

ORDER

On OCT 03 1997, the Executive Director of the Texas Natural Resource Conservation Commission pursuant to Chapters 5 and 13 of the Texas Water Code considered the application of Bexar Metropolitan Water District for the purchase of facilities and transfer of Certificate of Convenience and Necessity Number 12742 from Bexar Water Systems of Hidden Springs, L.C. in Bexar County.

There are no protests to the application;

Notice of the application was given all affected and interested parties;

The criteria set forth in Sections 13.246(c), 13.254 and 13.301 have been considered; and

The certificate transfer and cancellation requested in this application are necessary for the service, accommodation, convenience and safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION that the application is granted and Certificate of Convenience and Necessity No. 12742 be transferred to Bexar Metropolitan Water District, and subsequently canceled, and that Certificate of Convenience and Necessity No. 10675 be amended in accordance with the terms and conditions set forth herein and in the certificate.

IT IS FURTHER ORDERED that Bexar Metropolitan Water District shall serve every customer and applicant for service within the area certified under Certificate of Convenience and Necessity No. 10675 and that such service shall be continuous and adequate.

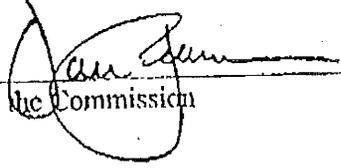
Issued Date: OCT 03 1997

TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION

ATTEST:



Eugenia K. Brumm, Chief Clerk



For the Commission

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under V.T.C.A., Water Code
and Texas Natural Resource Conservation Commission Substantive Rules

Certificate No. 10675

I. Certificate Holder:

Name: Bexar Metropolitan Water District

Address: 2706 W. Southcross
P. O. Box 3577
San Antonio, Texas 78211-0577

II. General Description and Location of Service Area:

There are nine service areas covered by this certificate located in Atascosa, Bexar and Medina Counties and described as follows:

The first area is located approximately 5.5 miles north of downtown San Antonio, Texas on Blanco Road. The service area is generally bounded on the east by Blanco Road, on the south by Jackson Keller Road, on the west by West Avenue and Foxhall Lane, on the northwest by Winston Street, and on the north by Mt. Vieja Drive and Mt. Riga Drive in Bexar County.

The second area is located approximately 3.25 miles southwest of downtown San Antonio, Texas on Castroville Road. The service area is generally bounded on the east by U.S. Highway 281, on the south by the Medina River, Watson Road, Mauerman Road, the Missouri-Pacific Railroad, and Kelly Air Force Base, on the west by the Southern Pacific Railroad, and on the north by Castroville Road and Division Road in Bexar County.

The third area is located approximately 16 miles southwest of downtown San Antonio, Texas on State Highway Loop 1604. The service area is generally bounded on the east by State Highway 16 in Bexar County and by U. S. Highway 281 in Atascosa County, on the south by an unnamed county road in Atascosa County, on the west by Palo Alto Creek in Atascosa County and by the county line in Bexar County. and on the north by State Highway Loop 1604 in Atascosa and Bexar Counties.

The fourth area is located approximately 9.5 miles west of downtown San Antonio bounded on the east by Loop 410 West, on the south by Macdona-Lacosta Road, on the west by the Bexar/Medina County line, and on the north by Farm to Market Road 471 in Bexar and Medina Counties. Dual certification exists in portions of the area with CCN No. 10657 issued to Meadow Wood Acres Water Supply Corporation, and CCN No. 11671 issued to Rio Medina Water Corporation.

The fifth area is located approximately 8 to 10 miles northeast of downtown San Antonio bounded on the east by State Highway Loop 1604 East, on the south by Interstate Highway 10, on the west by Rosillo Creek, and on the north by Miller Road in Bexar County. Dual certification exists in portions of the area with CCN No. 10640 issued to San Antonio Water System.

The sixth area is located approximately 10 miles north of downtown San Antonio and is generally bounded on the east by U.S. Highway 281, on the south by Bitters Road, on the west by Blanco Road, and on the north by Oak Estates Road in Bexar County. Dual certification exists in a portion of the area with CCN No. 10640 issued to San Antonio Water System.

The seventh area is located approximately 19 miles north of downtown San Antonio and is generally bounded on the east by U.S. Highway 281, on the south by Stone Oak Parkway, on the west by Farm to Market Road 2696 and on the north by Borkfeld Road in Bexar County. Dual certification exists in a portion of the area with CCN No. 11964 issued to Estates Utility Company, Inc..

The eighth area, including the Kallison Ranch and Remuda Ranch Subdivisions, is located approximately 15 miles northwest of downtown San Antonio on Talley Road, and is generally bounded on the north by Farm to Market Road 1957, on the east by Talley Road, on the south by Farm to Market Road 471 and on the west by the county line in Bexar County. Dual certification exists in portions of the area with CCN No. 10640 issued to San Antonio Water System, and CCN No. 10695 issued to San Antonio MUD No. 1.

The ninth area, including the Hidden Springs Subdivision, is located approximately 19 miles northwest of downtown San Antonio, east of Interstate Highway 10, and is generally bounded on the north and east by Camp Bullis Military Reservation, on the south by Dominion Drive and on the west by Aue Road.

Bexar Metropolitan Water District also holds CCN No. 12759 and CCN No. 12760.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area maps, WRS-7, WRS-15, and WRS-163 maintained in the offices of the Texas Natural Resource Conservation Commission, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

This certificate is issued under Application No.31729-S and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Date: **OCT 03 1997**

ATTEST: Eugenia K. Brunson [Signature]
For the Commission

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



CANCELLATION OF
CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under V.T.C.A., Water Code
and Texas Natural Resource Conservation Commission Substantive Rules

Certificate No. 12742

Certificate No. 12742 was canceled by Order of the Commission in Application No. 31729-S. Bexar Water Systems of Hidden Springs, L.C.'s facilities and lines were transferred to Bexar Metropolitan Water District (CCN No. 10675) located in Bexar County.

Please reference Certificate No. 12742 for the location of maps and other information related to the service area transferred.

Certificate of Convenience and Necessity No. 12742 is hereby CANCELED by order of the Texas Natural Resource Conservation Commission.

Issued Date: OCT 03 1997

ATTEST:

Eugenia K. Brummett

Jan Sam
For the Commission

Barry R. McBee, *Chairman*
 R. B. "Ralph" Marquez, *Commissioner*
 John M. Baker, *Commissioner*
 Dan Pearson, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

October 2, 1997

Mr. David G. Brown, P.E.
 Alamo Consulting Engineering & Surveying
 125 W. Sunset Road
 San Antonio, Texas 78209

Re: Village Green Subdivision
 Proposed New System
 Texas Natural Resource Conservation Commission (TNRCC) Public Water System
 Identification Number (new water system)
 Plans Review and Rate Design Team Log Number 709-053
 Bexar County, Texas

Dear Mr. Brown:

The planning material received on September 11, 1997, with your letter dated August 20, 1997, for the proposed new water system has been reviewed. The project generally meets the minimum requirements of the TNRCC's Chapter §290 - Rules and Regulations for Public Water Systems (Rules) and is conditionally approved for construction if the project plans and specifications meet the following requirements:

1. each well must be located no nearer to sanitary hazards than the distances specified in ITEM 2 of the enclosed "Checklist for Proposed Public Water Supply Well/Spring"; if none of these hazards are present, please so state; also, please see the enclosed "Guidance for a Survey of Existing/Potential Sources of Ground-Water Pollution", and provide information on any improperly constructed or abandoned wells, or other pollution hazards within 1/4 mile of the proposed wells--a map with notations will be satisfactory;
2. the wells must be located so that there will be no danger of submergence of the wellhead from flooding;
3. a copy of each well's sanitary control easement or easements as filed at the Bexar County Courthouse, bearing the county clerk's stamp, still must be received in this office as a condition of approval of the well for use as a public supply well; all land within 150 feet of the well, excluding public road right-of-way, must be included in the easement or easements; it appears that the well on lot 24 is nearer than 150 feet to the nearby property line;

INFORMATION COPY

P.O. Box 13087 • Austin, Texas 78711-3087 • 512/239-1000 • Internet address: www.tnrcc.state.tx.us

Printed on recycled paper using soy-based ink

BMWD LOI '06
 0338

4. interior potable water storage tank coatings must meet the requirements of American National Standards Institute/National Sanitation Foundation Standard 61 (ANSI/NSF 61);
5. all pipe used in the project must meet the requirements of American National Standards Institute/National Sanitation Foundation Standard 61 (ANSI/NSF 61);
6. if sewer lines are to be installed, waterlines should be kept 9 feet or more from sanitary sewer lines; where this cannot be accomplished, the waterline should be installed higher than the sewer line; where a new waterline crosses a sanitary sewer line, a joint of 18-ft or longer water line pipe must be centered on the crossing; any leaking sanitary sewer line encountered must be replaced with pressure-type pipe within 9 feet of the waterline; if a waterline must run below a sewer line, the sewer line must be encased in a carrier pipe, or the waterline must be welded steel or DIP with mechanical joints within 9 feet of the sewer line; an acceptable *alternative* where a new waterline crosses under a sanitary sewer line is to encase the waterline within nine feet of the sewer line in a pipe that is at least two nominal pipe diameters larger than the waterline, is centered on the sewer line, has a minimum pipe stiffness of 115 psi at five percent deflection where flexible pipe is used, and has the annulus between the casing and waterline pipe sealed at each end with water tight non-shrink cement grout or a manufactured water tight seal; the waterline must be supported by spacers no further apart along the waterline than 5-ft intervals, or the space between the waterline and encasing pipe must be filled to the springline with washed sand; an absolute minimum separation distance of 1 foot between the waterline and the sanitary sewer line must be provided; both the waterline and sewer line must pass a pressure and leakage test;
7. sanitary precautions must be taken during waterline construction, as called for by AWWA standards; precautions capping or otherwise effectively covering open pipe ends to exclude insects, animals or other sources of contamination from unfinished pipe lines at times when construction is not in progress;
8. newly installed potable water distribution lines must be disinfected in accordance with AWWA Standard C 651;
9. before the waterlines are put into service, at least one water sample per 1,000 feet of finished line must be collected and submitted for bacteriological analysis to a laboratory certified by the Texas Department of Health;
10. there must be a minimum of 2 feet of cover on distribution lines; the specifications call for a minimum of 18 inches, but the "typical trench detail" shows 4 feet of cover.

Mr. David G. Brown, P.E.
Page 3
October 2, 1997

Please remember that no later than 48 hours before pressure cementing of the well casing is to begin, the design engineer or water system representative is required to notify the TNRCC Region 13 Office at 210/490-3096. If pressure cementing is to begin on a Monday, then notification must be given on the preceding Thursday. If pressure cementing is to begin on Tuesday, then notification must be given on the preceding Friday.

This letter does not constitute approval of the well's water for human consumption. Before the well is put into service, well completion data reports must be submitted. Please see the enclosed checklist: "PUBLIC WELL COMPLETION DATA CHECKLIST FOR INTERIM APPROVAL."

The submittal consisted of eight sheets of engineering drawings and technical specifications. The approved project consists of the following to be built in stages:

- two wells, each drilled to a depth of approximately 550 feet, with 8-inch steel casing pressure cemented to the Cow Creek formation and expected to deliver 80 gpm;
- two approximately 0.03 MG AWWA D100 or D103 welded or bolted steel ground storage tanks with concrete ring and gravel foundations;
- gas chlorination facilities including scales and gas mask;
- two 300 gpm booster pumps;
- one approximately 5,000 gallon ASME Code welded steel pressure tank with air compressor;
- C900 Class 150 PVC waterlines in the approximate amounts shown below, with fittings, valves, and related appurtenances:

6-inch	8-inch	10-inch
4,200 LF	800 LF	100 LF;
- related fittings, valves, controls, yard piping, fencing, pump building with forced-draft ventilated chlorinator room, and other appurtenances.

The improvements are to be located near the intersection of IH10 and Fair Oaks Parkway approximately 25 miles north of San Antonio. The improvements are to serve approximately 250 lots.

Mr. David G. Brown, P.E.
Page 4
October 2, 1997

This approval is for public water system construction only. The wastewater components contained in this design were not considered.

An appointed engineer must notify the TNRCC's Region 13 Office at (210) 490-3096 when construction will start.

Please keep in mind that within 60 days of project completion the engineer must attest in writing that the project was constructed as described in the approved plans, specifications and any change orders filed with the TNRCC as required in §290.39(c)(3)(C) of the Rules.

Please refer to Plans Review and Rate Design Team Log No. 709-053 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

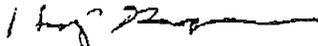
For future reference, you can review a portion of the Plans Review and Rate Design Team's database to see if your project has been received. This is available on the TNRCC's homepage on the Internet at the following address:

<http://www.tnrcc.state.tx.us/water/wu/rates/planrev.html>

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations For Public Water Systems" from this site.

If you have any questions please contact me at (512) 239-6960 or the Internet address: "HTHOMPSO@tnrcc.state.tx.us".

Sincerely,



Hugh Thompson, P.E.
Plans Review and Rate Design Team
Water Utilities Division, MC 153

HT/ht/bmd

cc: Village Green Subdivision
TNRCC Region No. 13 Office (w/approved materials)

PUBLIC WATER SUPPLY REGULATORY PROGRAM

WATER SYSTEM DATA

ID No. 0150526 Community NTNC Non-Comm
 CCN No. PENDING Superior Approved Probation Region 13
 Name of System VILLAGE GREEN WATER SYSTEM County BEXAR
 Physical location OLD FREDERICKSBURG RD. - NW OF SAN ANTONIO
 Responsible Official DAVID WALLACE Title MANAGER Phone (830) 980-3774
 Mailing Address P.O. BOX 421, BULVERDE, TX 78163
 Chief Cert Op Name DAVID WALLACE Grade & Type CGW Phone (830) 980-3774
 2nd Op Req'd? NO Name _____ Grade & Type _____ Total # Cert. Ops. 1
 WS Manager/Superintendent DAVID WALLACE Other Officials Contacted NONE
 Surveyed With DANNY SMITH Area Served VILLAGE GREEN SUBD.
 Supplier and Source APEX / GROUND, ONE WELL - COW CREEK
 Interconnection w/other PWS? No Name PWS I/C _____ Type I/C _____
 Retail Service Connections 6 Retail Meters 6 Retail Population 18
 Wholesale Master Meters * Wholesale Service Connections * Wholesale Population *
 Charge? Yes Dist. to and Name of Nearest PWS ADJACENT - FAIR OAKS, CITY OF
 Reason for this Survey (Routine, Follow Up, Initial, Enforcement, Complaint, Other) INITIAL Previous Survey Date *
 Map Attached YES Previous Map OK? * Well Operational Status Changed? *

Description of Supply, Source, Treatment, and Chemicals Used:

One well, subm. pump, discharges to one ground storage tank. Two service pumps take suction from storage and discharge to distribution through one pressure tank. Gas chlorination prior to storage.

Total Well Cap. 100 gpm 0.144 mgd RAW Cap. 0 gpm 0 mgd
 Treatment Cap. 0 gpm 0 mgd Total Svc. Pump Cap. 600 gpm 0.864 mgd
 Total Elevated Storage _____ Total Storage Cap. 0.155 MG Pressure Tank Cap. 0.0050 MG
 Maximum Daily Usage _____ Date _____ Average Daily Usage _____ Time Period _____
 Wholesale Contract _____ Maximum Purchase Rate _____

MICROBIOLOGICAL

	Y	N		
Samples Submitted per DWS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of Samples Required	_____ # Submitted _____
Raw Samples Submitted, if Required?	<input type="checkbox"/>	<input type="checkbox"/>	Number of Raw Samples Required	_____ # Submitted _____
Well(s) Surface Water Influenced?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Comm Dates of Operation	_____ Thru _____
Acceptable Sample Siting Plan on File? .106	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

CHEMICAL

Acceptable Quality? Yes Date, Last Analysis IOC 07/23/98 NO₂/NO₃ RC _____ VOC 07/23/98 SOC
 List UNACCEPTABLE Values _____

HAS PROPER PUBLIC NOTIFICATION BEEN GIVEN? _____ Date _____
 Date of Survey 07/23/98 By [Signature] Report Date: _____
 Date of Approval 8/24/98 By [Signature]
 Letter Date, if different from Approval Date 8/24/98 Reply Requested Yes Def. Score of this Survey 6

* = Not Applicable UN = Unknown NO = Not Observed

68-19-6??

well Depth 450'

VL SYSTEM FACILITIES

Number of Connections 6

WELLS

Well No.	Water Source Code	Owner's Dist.	Location	GPS Lat/Long	Case Status	Well Depth	Filter Type	Depth/Drift
001	G0150526A	I	NORTH SIDE OF SUBD.		O	450'	SUBM	100 (T)

STORAGE RESERVOIRS AND PRESSURE TANKS

Type	Capacity (GAL)	Material	Location
GROUND	155,000	STEEL	WELL SITE
P.T.	5,000	STEEL	WELL SITE

SERVICE PUMPS

No.	Output GPM	Location	No.	Output GPM	Location
1	300	WELL SITE	2	300	WELL SITE

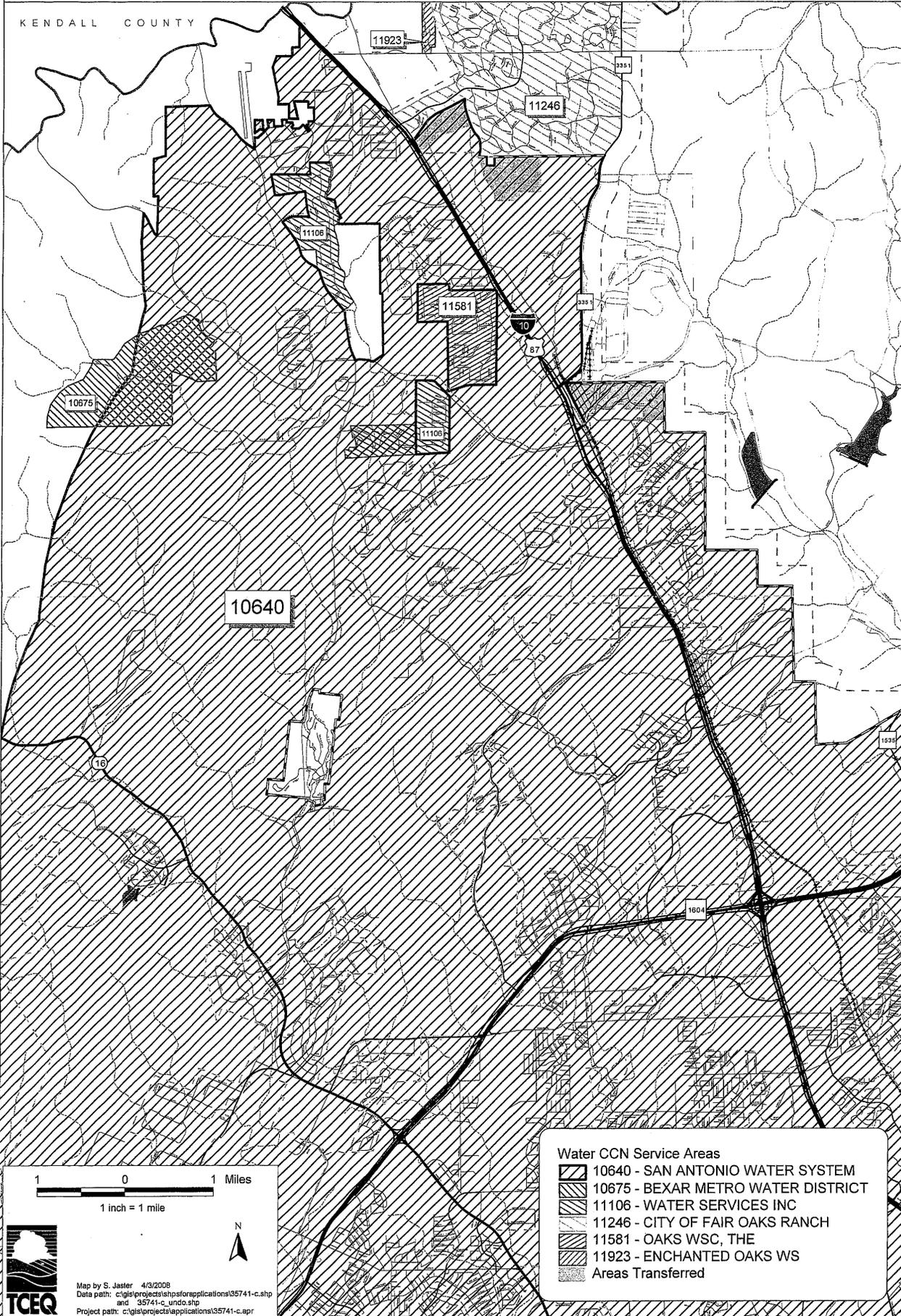
Emergency Power /Alternate Source? No Describe: *
(Y/N)

SYSTEM CAPACITIES

					Required	Provided	Y	N
Well Production	0.5	GPM/Conn	X	6	Conn = 4	GPM 100	X	
Pressure Storage	20	Gal/Conn	X	6	Conn = 0.00012	MG	X	
Total Storage	200	Gal/Conn	X	6	Conn = 0.001	MG	X	
Service Pumping Cap.	2	GPM/Conn	X	6	Conn = 12	GPM 600	X	
Service Pump Peaking Factor		MDD/1,440	X	1.25	**	GPM		

** Factor = 1.25 or 1.85, MDD Listed as gallons.

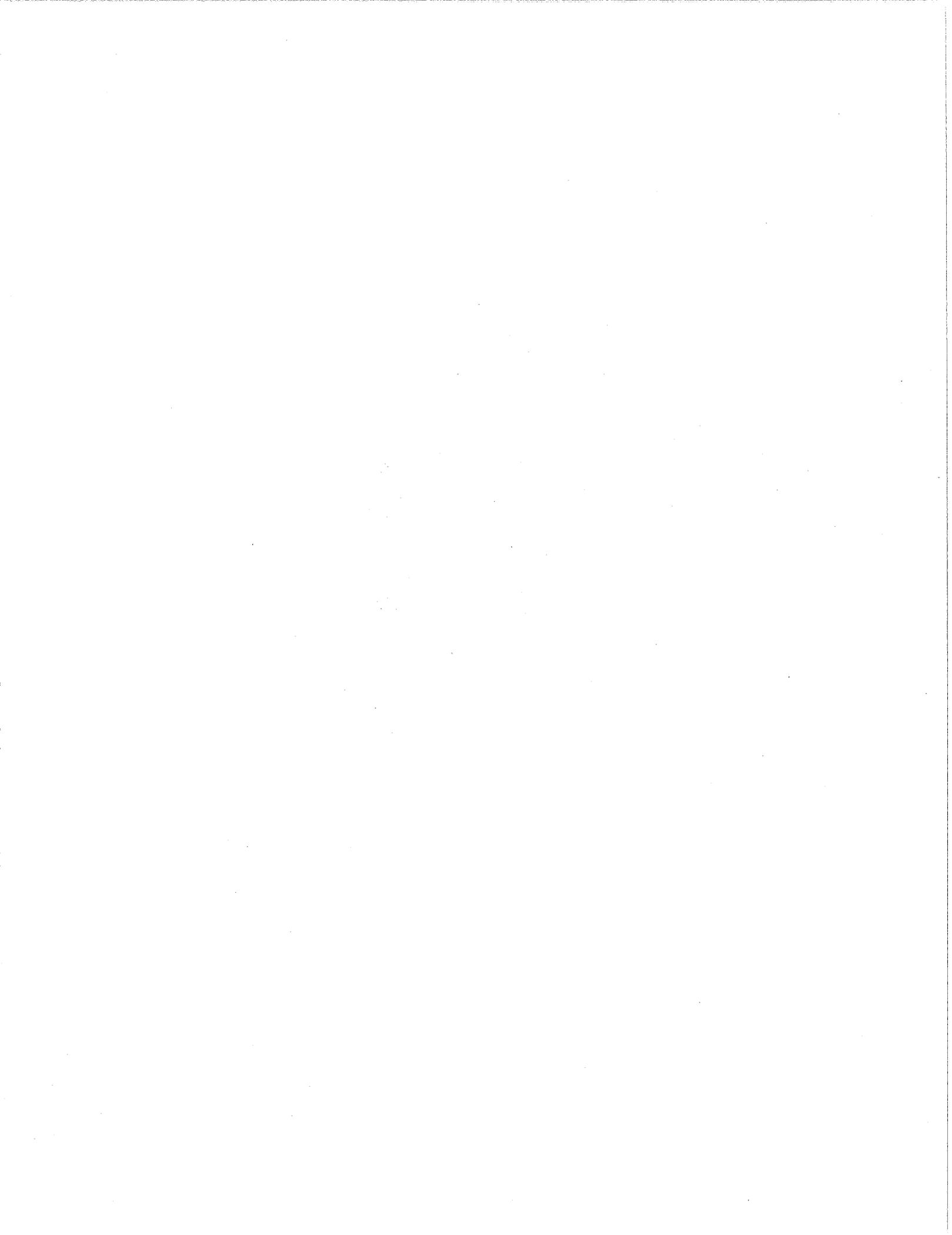
San Antonio Water System / Bexar Metropolitan Water District 13.248 Agreement
 Portion of Water CCN Service Areas
 Application No. 35741-C (Contract Service Agreement from San Antonio Water System, CCN No. 10640
 Transferring a Portion of CCN No. 10675 from Bexar Metropolitan Water District)
 Bexar County



- Water CCN Service Areas**
- 10640 - SAN ANTONIO WATER SYSTEM
 - 10675 - BEXAR METRO WATER DISTRICT
 - 11106 - WATER SERVICES INC
 - 11246 - CITY OF FAIR OAKS RANCH
 - 11581 - OAKS WSC, THE
 - 11923 - ENCHANTED OAKS WS
 - Areas Transferred

1 0 1 Miles
 1 inch = 1 mile

Map by S. Jaster 4/3/2008
 Data path: c:\gis\projects\appsforapplications\35741-c.shp
 and 35741-c_undo.shp
 Project path: c:\gis\projects\applications\35741-c.apr



MAP CONSENT FORM

Applicant's Name: San Antonio Water System/Bexar Metropolitan Water District
13.248 Agreement
Application No.: 35741-C

- I concur with the map created 4/3/2008 as a result of the above mentioned application.
- I do not concur with the map created 4/3/2008 and intend to respond by letter dated _____.

I am authorized by the San Antonio Water System to sign this form.

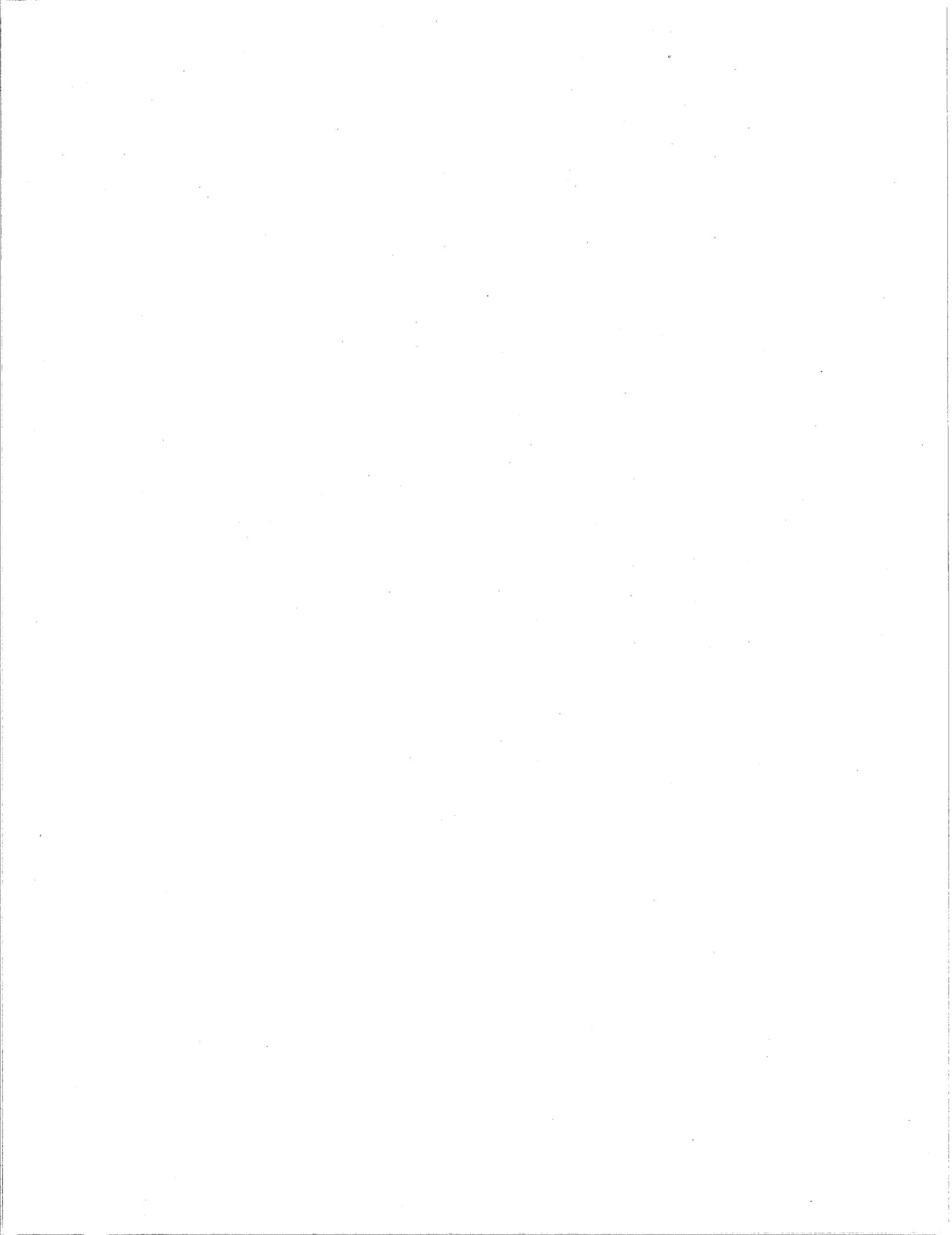
Signature: Dwayne Rathburn

Printed Name: Dwayne Rathburn

Relationship to Applicant: Manager of Program Planning

Date signed: 4/4/08

Mail to or fax to:
 Lisa V. Fuentes
 Utilities & Districts Section, MC 153
 Water Supply Division
 Texas Commission on Environmental Quality
 P.O. Box 13087
 Austin, TX 78711-3087
 Fax (512) 239-6972



MAP CONSENT FORM

APPLICANT'S NAME:

San Antonio Water System/Bexar Metropolitan Water District 13.248 Agreement

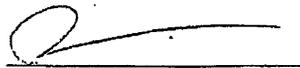
APPLICATION NO.: 35741-C

I concur with the map created 4/3/2008 as a result of the above mentioned application.

I do not concur with the map created 4/3/2008 and intend to respond by letter dated _____.

I am authorized by BEXAR METROPOLITAN WATER DISTRICT to sign this form.

Signature:



Printed Name:

F. Gilbert Olivares

Relationship to Applicant:

General Manager

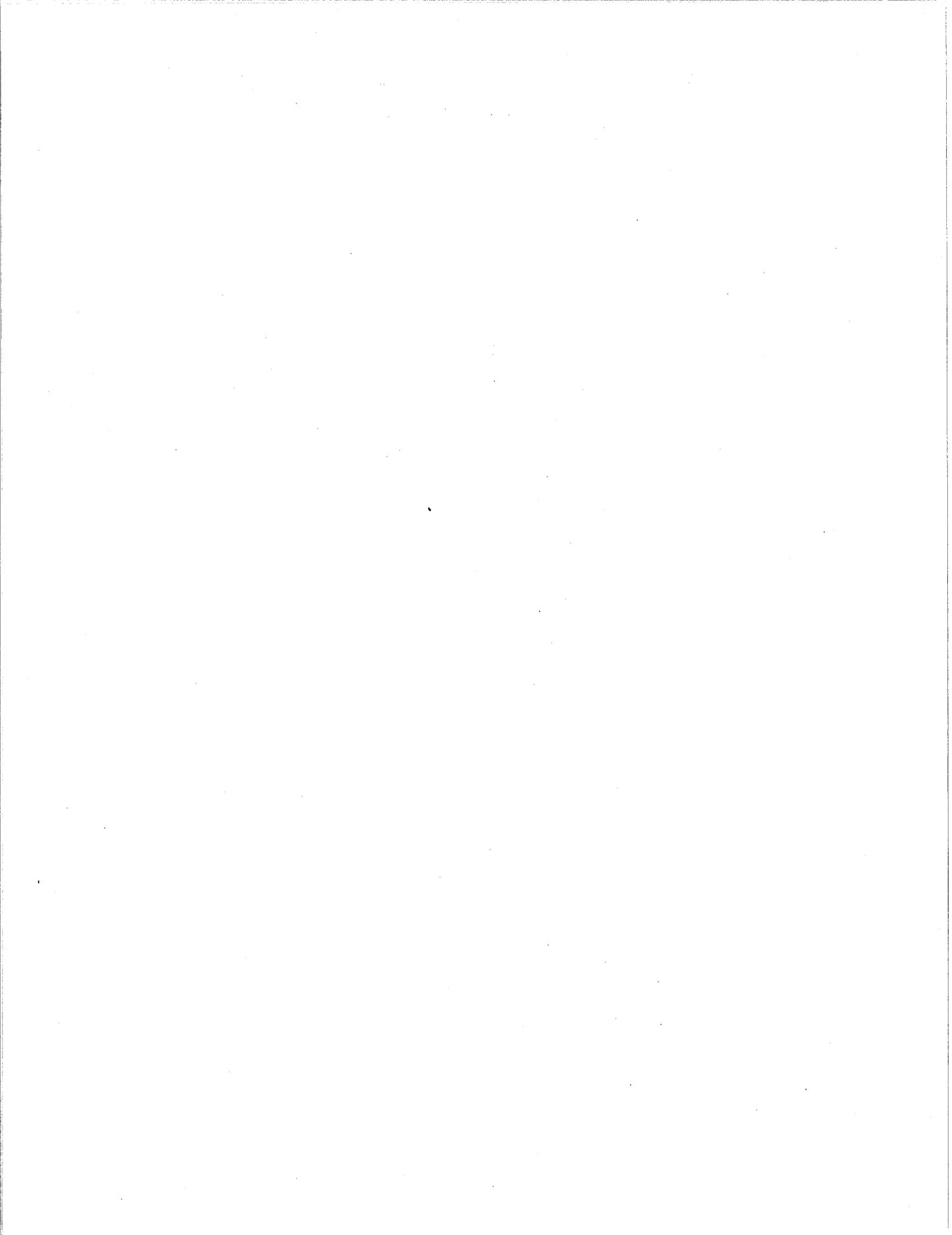
Date signed:

June 20 2008

Reviewed by
General Counsel

INITIALS

Mail to or fax to:
Lisa V. Fuentes
Utilities & Districts Section, MC 153
Water Supply Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087
Fax (512) 239-6972



Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

To: Deanna Avalos
Office of the Chief Clerk

Date: _____, 2008

From: Amy Vargas
Administrative Support
Water Supply Division

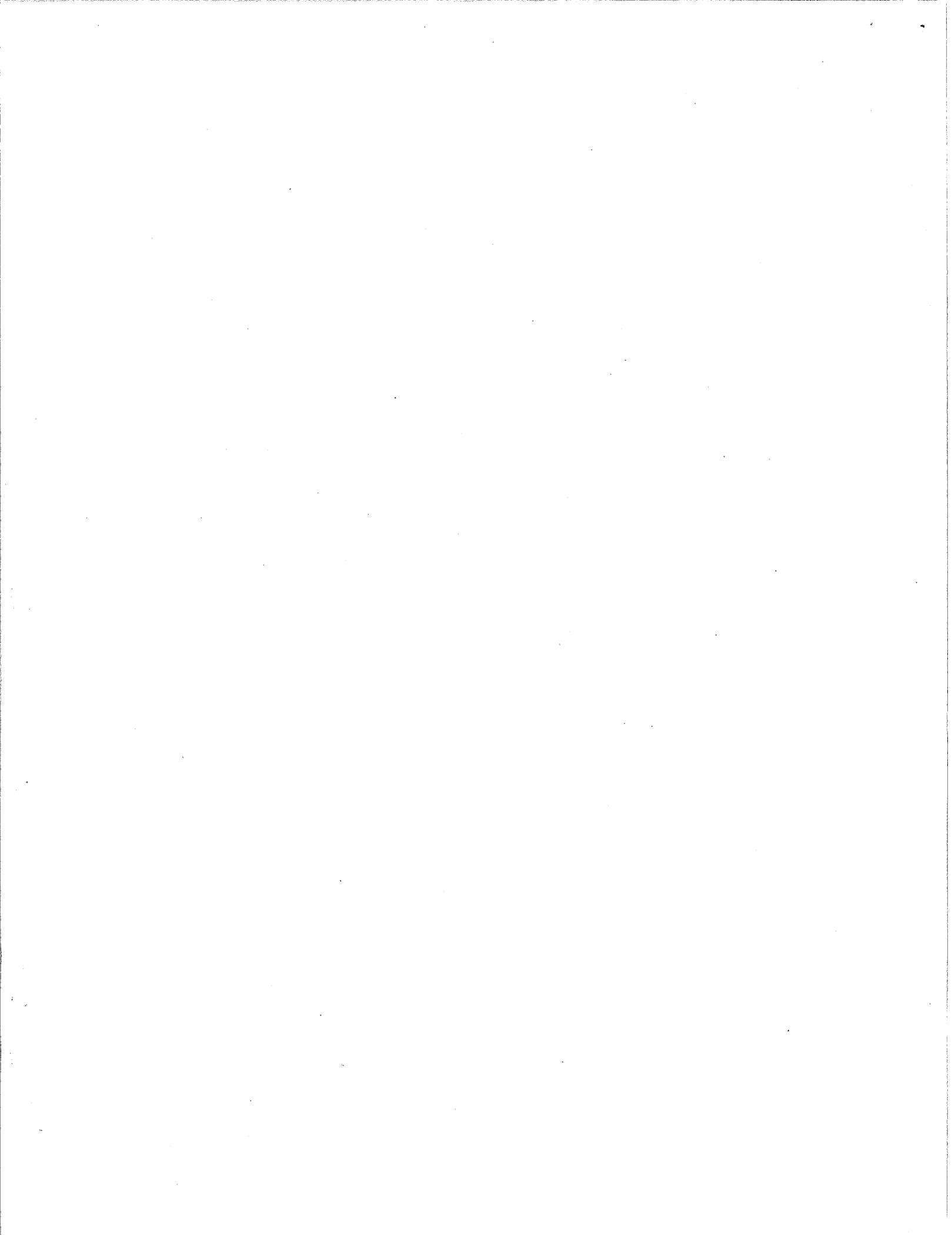
Subject: Texas Water Code, §13.248 Application Approved by Commissioner's,
Certificates to be Mailed

San Antonio Water System, CCN: 12887, CN: 600529069, RN: 104099551
Bexar Metropolitan Water District, CCN 10675, CN: 600652739; RN: 101450955
Application Number 35741-C,

The item listed above was approved by the Commissioners on _____, 2008.
Please present the certificates to Deanna Avalos for mailing.

Contact Name: Lisa Fuentes

Date Stamp This Page Only





Texas Commission On Environmental Quality

By These Presents Be It Known To All That

San Antonio Water System

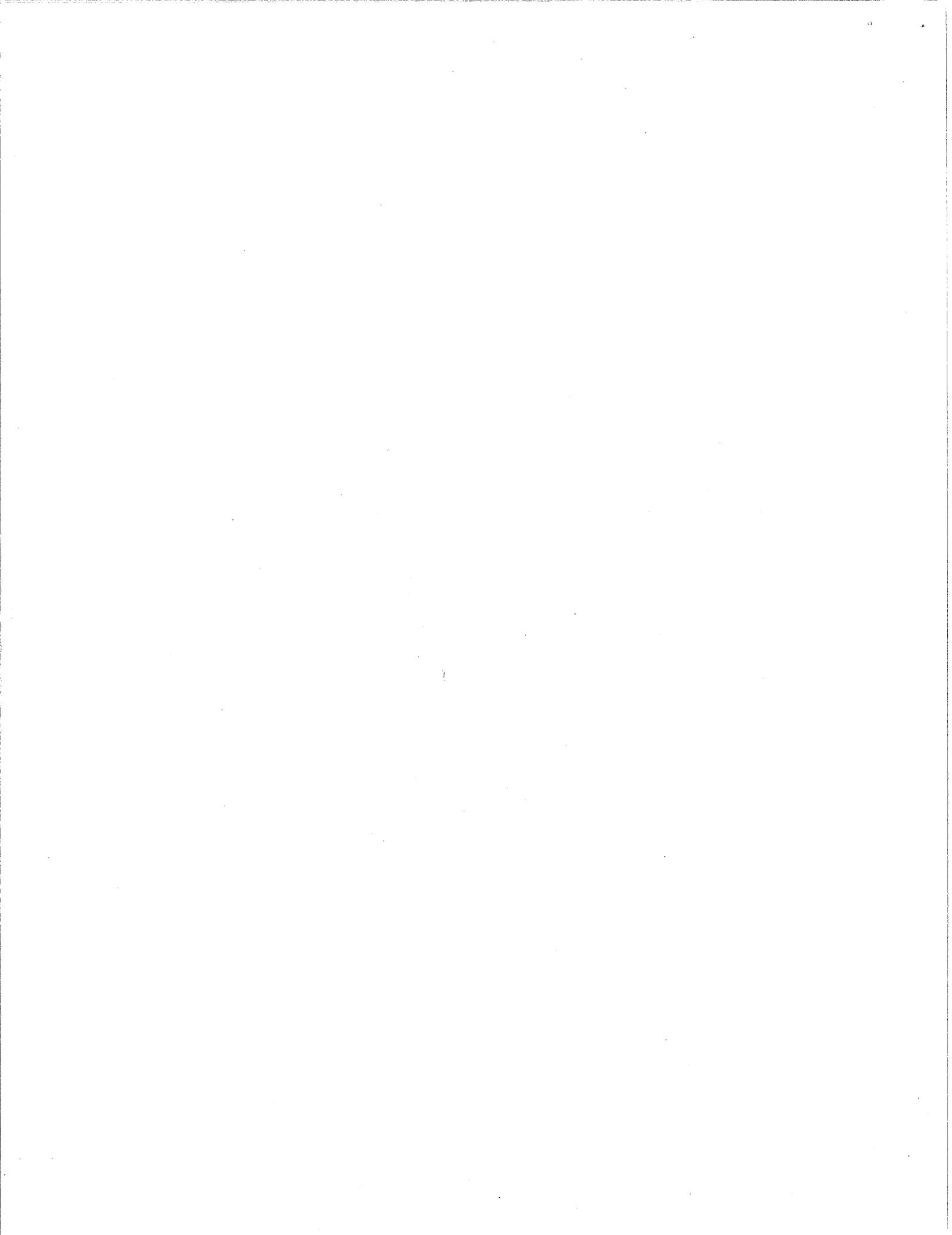
having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10640

to provide continuous and adequate water utility service to that service area or those service areas in Bexar County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 35741-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of San Antonio Water System to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this _____

For the Commission





Texas Commission On Environmental Quality

By These Presents Be It Known To All That

Bexar Metropolitan Water District

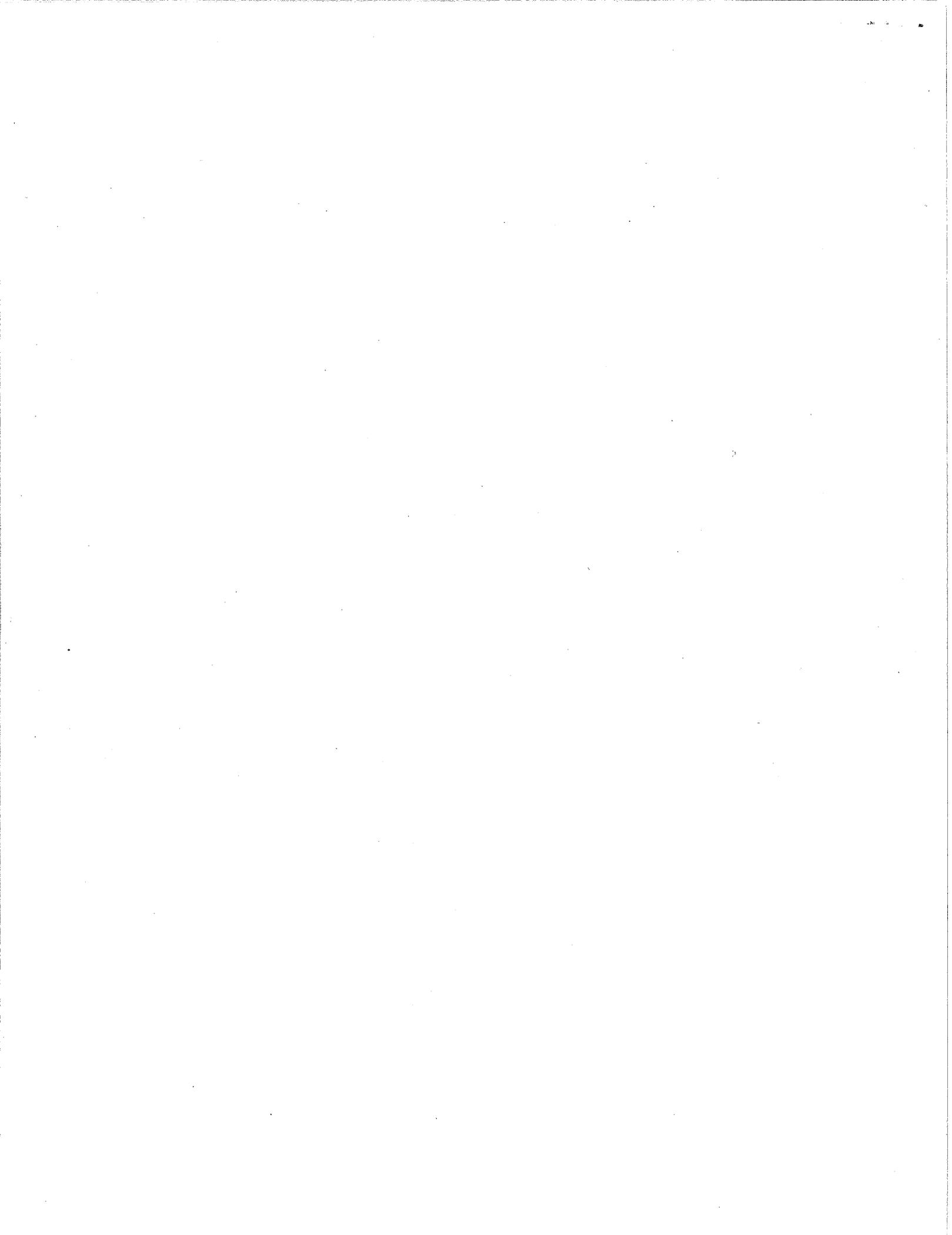
having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10675

to provide continuous and adequate water utility service to that service area or those service areas in Bexar, Comal and Medina Counties as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 35741-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Bexar Metropolitan Water District to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this _____

For the Commission

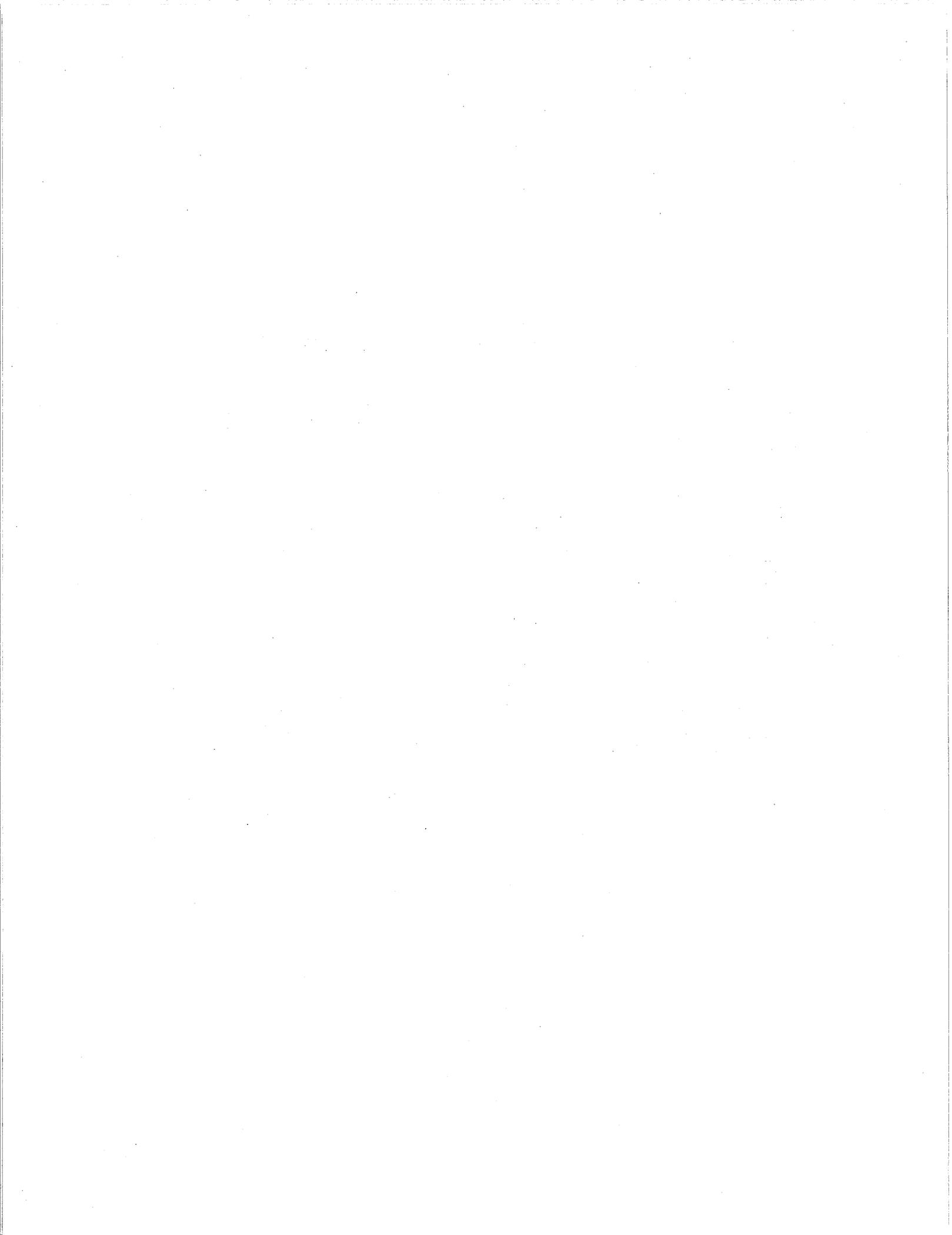


AN ORDER approving an agreement designating service areas between San Antonio Water System and Bexar Metropolitan Water District pursuant to section 13.248 of the Texas Water Code; TCEQ Docket No. 2008-1070-UCR.

A request for a Commission order approving a contract designating service areas between San Antonio Water System (SAWS), Certificate of Convenience and Necessity (CCN) No. 10640, and Bexar Metropolitan Water District (Bexar Met), CCN No. 10675, in Bexar County, Texas, was presented to the Texas Commission on Environmental Quality (Commission) for approval pursuant to section 13.248 of the Texas Water Code and title 30, section 291.117 of the Texas Administrative Code.

The parties entered into an agreement dated December 18, 2006, under which Bexar Met will transfer portions of CCN No. 10675 to the City, thereby incorporating the areas into SAWS's CCN No. 10640. The agreement is attached to this order. Bexar Met is transferring the portions of CCN No. 10675 associated with five of its public water systems (PWSs), which are listed in the agreement, as well as facilities for three of the PWSs. SAWS is already providing service to the customers in the areas to be transferred.

Contracts between retail public utilities that designate areas to be served and customers to be served by those retail public utilities, when approved by the Commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity. TEXAS WATER CODE § 13.248.



SAWS and Bexar Met have reviewed the CCN map attached to this order and have approved it.

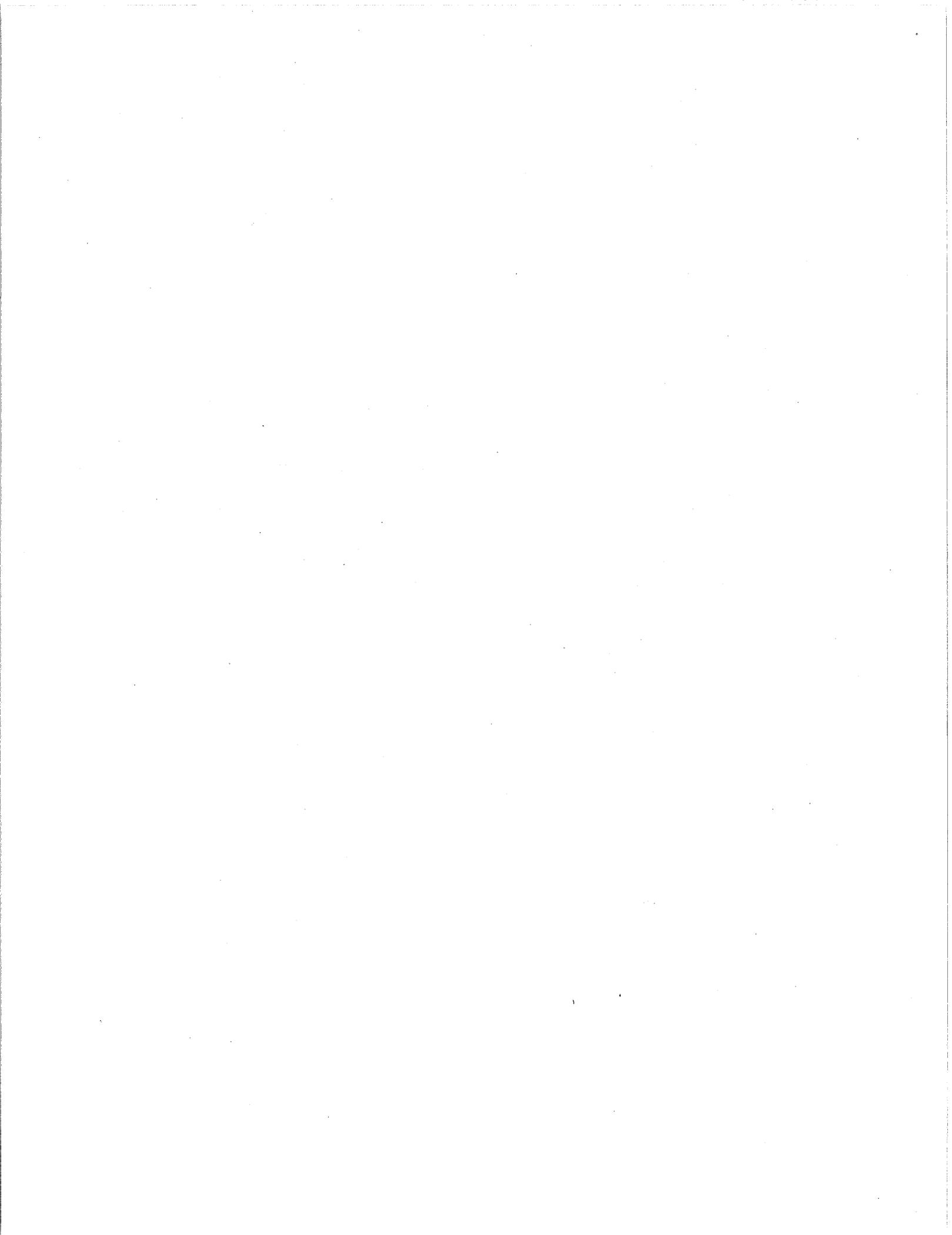
The Executive Director of the Commission mailed notice of the hearing date on which the Commission was to consider the request to SAWS, Bexar Met, and the customers in the areas to be transferred.

The Commission held a hearing on the request at its February 11, 2009, Agenda meeting and found the request has merit.

SAWS is capable of rendering continuous and adequate water service to the areas covered by the agreement. The transfer of Bexar Met's authority to provide service in the affected areas, which results in SAWS as the sole service provider remaining in the areas, is necessary for the service, accommodation, convenience, or safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that:

1. The agreement addressing the transfer of portions of Bexar Met's CCN No. 10675 and designating that retail water service shall be provided by SAWS, CCN No. 10640, in those areas is hereby approved.
2. CCN No. 10675, held by Bexar Met, and CCN No. 10640, held by SAWS, in Bexar County are hereby amended in accordance with the agreement. The transferred area is approximately 546.78 acres.
3. The Executive Director is directed to redraw Bexar Met's CCN No. 10675 and SAWS's CCN No. 10640 as provided in the agreement and as set forth on the map attached to this order and to amend the Commission's official water service area map for Bexar County, Texas.



4. The Chief Clerk of the Texas Commission on Environmental Quality shall forward a copy of this order and the attached map to the parties.
5. If any provision, sentence, clause, or phrase of this order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the order.

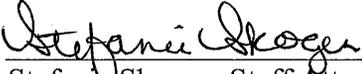
Issue Date:

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

For the Commission

CERTIFICATE OF SERVICE

I certify that on January 22, 2009, a copy of the foregoing document was sent by first class, agency mail, and/or facsimile to the persons on the attached Mailing List.


Stefanie Skogen, Staff Attorney
Environmental Law Division

Mailing List
SAWS and Bexar Met
TCEQ Docket No. 2008-1070-UCR

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San Antonio Water System
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Phone: (210) 233-3456
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OFFICE OF THE CHIEF CLERK:

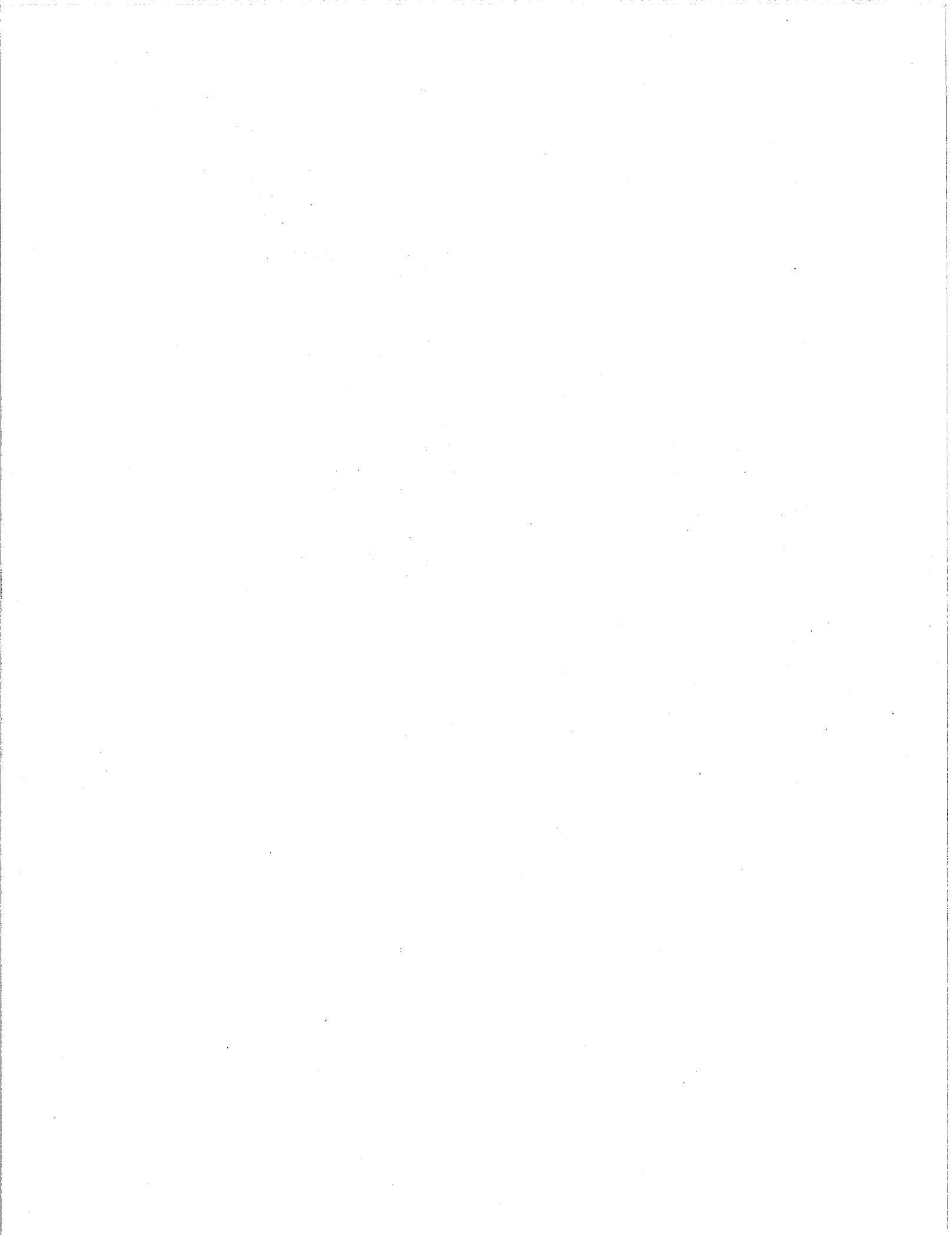
LaDonna Castañuela
Texas Commission on Environmental Quality
Office of the Chief Clerk, MC-105
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Austin, Texas 78711-3087
Phone: (512) 239-3300
Fax: (512) 239-3311

BEXAR MET:

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SAN ANTONIO, TX 78257

WARREN JO ANN
25303 IMA RUTH PKY
SAN ANTONIO, TX 78257

BIRD JEFFREY S & JEANNE L
25306 IMA RUTH PKY
SAN ANTONIO, TX 78257

HOLMES JAMES W & WINNIE L
25307 IMA RUTH PKWY
SAN ANTONIO, TX 78257

LEONARD RONALD T
25310 IMA RUTH PKWY
SAN ANTONIO, TX 78257

EDDY BILLIE G
25315 IMA RUTH PKWY
SAN ANTONIO, TX 78257

ROEDER DORIS M
25402 IMA RUTH PKY
SAN ANTONIO, TX 78257

WICKLIFFE FLOYD D &
BARBARA
25403 IMA RUTH PARKWAY
SAN ANTONIO, TX 78257

RAMON EMMA
25407 IMA RUTH PKWY
SAN ANTONIO, TX 78257

BLANTON JERRY P
25410 IMA RUTH PKY
SAN ANTONIO, TX 78257

BALCH MARSHIA JEAN
20865 IH 10 W LOT A
SAN ANTONIO, TX 78257

KELLOGG FLORENCE
7503 JAMIE WYNELL
SAN ANTONIO, TX 78257

CRETET MARCEL EMLILE
7506 JAMIE WYNELL CIR
SAN ANTONIO, TX 78257

FRANCO TAMMY ANN
25203 LYNDA SUE
SAN ANTONIO, TX 78257

FRANCO MARTIN A & TAMMY
A
25203 LYNDA SUE DR
SAN ANTONIO, TX 78257

OBERRY GRETCHEN K
7511 JAMIE WYNELL
SAN ANTONIO, TX 78257

BUTLER BETTY
7503 KAREN SKYE CIR
SAN ANTONIO, TX 78257

SHIVES VALENTINA & JOHNNY
SHIVES
7506 KAREN SKYE CIRCLE
SAN ANTONIO, TX 78257

JOHNSON IVABEE
7507 KAREN SKYE CIR
SAN ANTONIO, TX 78257

REYES ALDO C/S, RITTIMAN
ROBERT W & JANET L
7511 KAREN SKYE CIR
SAN ANTONIO, TX 78257

TINSLEY BETTY L
7515 KAREN SKYE CIRCLE
SAN ANTONIO, TX 78257

AMES ETHEL
25003 LYNDA SUE DR
SAN ANTONIO, TX 78257

BALES HELEN W % STEPHANIE
KISSEL
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APPLETON, WI 54911

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25103 LYNDA SUE DR
SAN ANTONIO, TX 78257

MOORE BOBBY JOE
25107 LYNDA SUE DR
SAN ANTONIO, TX 78257

LITOFSKY IRVING & HELEN G
GARRETT
7903 SHADY HOLLOW LANE
SAN ANTONIO, TX 78255

MESCHKE RAYMOND W &
SHIRLEY
25111 LYNDA SUE DR
SAN ANTONIO, TX 78257

BARRETT MILTON E & LINDA
C
8334 DEERVIEW LN
SAN ANTONIO, TX 78255

ORTH SYLVIA & CHRIS
25207 LYNDA SUE DR
SAN ANTONIO, TX 78257

POLITO ALBERT &
CHARLOTTE
25211 LYNDA SUE DR
SAN ANTONIO, TX 78257

FASSBENDER CHRISTINA
25215 LYNDA SUE DR
SAN ANTONIO, TX 78257

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FAMILY LIVING TRUST
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25306 LYNDA SUE DR
SAN ANTONIO, TX 78257

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PO BOX 1961
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CHANCEY MARGIE J
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37105 IH 10 W
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LOWERY LISA
641 BERRY DR
BULVERSE, TX 78163

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25319 LYNDA SUE
SAN ANTONIO, TX 78257

DURKIN HARRY M &
KRIEMHILDE
25323 LYNDA SUE DR
LEON SPRINGS, TX 78257

LABBE GEO G
25327 LYNDA SUE DR
SAN ANTONIO, TX 78257

WIESNER JAMES A JR &
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25206 PAT PKWY
SAN ANTONIO, TX 78257

BUTLER JENNIFER
25210 PAT PKWY
SAN ANTONIO, TX 78257

HUBERTUS ANTHONY &
VIRGINIA
25214 PAT PKWY
SAN ANTONIO, TX 78257

MAILMAN NEAL
25218 PAT PKWY
SAN ANTONIO, TX 78257

MASON WAYNE
25222 PAT PKWY
SAN ANTONIO, TX 78257

FLOWERS AUBREY
1831 ROLLING RIVER VIEW
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25226 PAT PKWY
SAN ANTONIO, TX 78527

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25230 PAT PKWY
SAN ANTONIO, TX 78257

LUNDUSKI HELEN
25231 PAT PKWY
SAN ANTONIO, TX 78257

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28402 AUTUMN HAVEN
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28403 AUTUMN HAVEN
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29645 OLD FREDRICKSBURG
RD
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SURPRENANT
28410 AUTUMN HVN
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28414 AUTUMN HVN
BOERNE, TX 78015

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28415 AUTUMN HVN
FAIR OAKS RANCH, TX 78015

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28419 AUTUMN HVN
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LEE THORLIN A & JILL R
28104 COPPER LEAF
BOERNE, TX 78015

PIERCE DAVID DARVIN
28107 COPPER LEAF
BOERNE, TX 78015

DEJOSEPH ANTHONY & DIANA
T
28108 COPPERLEAF
BOERNE, TX 78015

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28111 COPPER LEAF
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CATHERINE
28112 COPPER LEAF
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& JAYNE ELIZABETH
28115 COPPER LEAF
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28123 COPPER LEAF
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28107 HERITAGE TRAIL
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28108 HERITAGE TRL
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FERRIES JOHN R T & LAURA S
28111 HERITAGE TRAIL
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GUILLERMO A & SONIA
GLLAMOS
28112 HERITAGE TRAIL
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SALESKY PHILIP M
28115 HERITAGE TRL
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HAGER KEVIN D & JUDY A
28203 HERITAGE TRAIL
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28207 HERITAGE TRL
BOERNE, TX 78015

TOWNS ROGER F & BETTY R
28210 HERITAGE TRAIL
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CARTERET CHARLES L &
GISELLE R
28211 HERITAGE TRL
BOERNE, TX 78015

SALCIDO MARISELA &
SALCIDO MONTES
SALVADOR
28214 HERITAGE TRAIL
FAIR OAKS RANCH, TX 78150

SPENCER GEORGE H II &
CARMEN M
28215 HERITAGE TRL
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BONHAM T M & CYNTHIA
28218 HERITAGE TRL
BOERNE, TX 78015

HERNANDEZ ELOY & MARIE S
28219 HERITAGE TRL
BOERNE, TX 78015

DRAWE NATHAN & MYNETTE
28222 HERITAGE TRL
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SALAZAR CANDELARIO & I
28226 HERITAGE TRL
BOERNE, TX 78015

JEROME H & LORENE FRANKE
TR
28227 HERITAGE TRL
BOERNE, TX 78015

ZEEVAERT LUCIA R
28303 HERITAGE TRL
BOERNE, TX 78015

ULM JAMES P & MARGARET J
28307 HERITAGE TRAIL
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CYNTHIA L
28402 HERITAGE TRAIL
FAIR OAKS RANCH, TX 78015

NORMAN JOHN M & DEBORAH
A
28406 HERITAGE TRL
FAIR OAKS RANC, TX 78015

STEWART BILLY G
28410 HERITAGE TRL
BOERNE, TX 78015

MIDDLETON MARK S & ANITA
A
28411 HERITAGE TRL
BOERNE, TX 78015

MULHERIN ROBERT E & MARY
R
28414 HERITAGE TRL
BOERNE, TX 78015

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OLMEDA-MARTINS
28415 HERITAGE TRL
FAIR OAKS RANCH, TX 78015

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28606 IVY BRK
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28607 IVY BRK
BOERNE, TX 78015

BERRY HARVEY W & CHRISTI
A
28610 IVY BRK
FAIR OAKS RANCH, TX 78015

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8303 MONUMENT OAK
BOERNE, TX 78015

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8308 MONUMENT OAK
BOERNE, TX 78015

JONES LESLIE BOHL &
MICHAEL ANTHONY II
8308 MONUMENT OAK
BOERNE, TX 78015

HINELINE RICHARD P II &
SAMANTHA M
8311 MONUMENT OAK
BOERNE, TX 78015

KOPPERS DAVID & GAIL
MURRAY
8312 MONUMENT OAK
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MCBRIDE STEPHEN S &
MELINDA E
8316 MONUMENT OAK
FAIR OAKS RANCH, TX 78015

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MARGARET L
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BOERNE, TX 78015

RICKENBACH SCOTT &
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8320 MONUMENT OAK
BOERNE, TX 78015

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8324 MONUMENT OAK
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8327 MONUMENT OAK
BOERNE, TX 78015

AUSTIN MARK T & DANIELLE
C
8328 MONUMENT OAK
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GLENN ADAM & SHAWN
LOUISE MARKUS TR
8331 MONUMENT OAK
BOERNE, TX 78015

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GLADYS E
8332 MONUMENT OAK
BOERNE, TX 78015

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8335 MONUMENT OAK
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8336 MONUMENT OAK
BOERNE, TX 78015

RINAS ROGER R & GINA D
8339 MONUMENT OAK
BOERNE, TX 78015

KISH GREGORY J & KATHLEEN
A
8340 MONUMNET OAK
BOERNE, TX 78015

RAMAGOS THERESA L &
EUGENE E SPIECKERMANN
8343 MONUMENT OAK
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HUMPHREY HELEN JOYCE
8403 MONUMENT OAK
BOERNE, TX 78015

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8404 MONUMENT OAK
BOERNE, TX 78015

STUCHELL TOMMY L
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BOERNE, TX 78015

ROBERTS ALFRED S IV &
KAREN K
8408 MONUMENT OAK
BOERNE, TX 78015

REINHART THOMAS E &
GULNUR F
8411 MONUMENT OAK
BOERNE, TX 78015

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JASON A
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BOERNE, TX 78015

EDDY CHRIS & ANN
MARGARET
8416 MONUMENT OAK
BOERNE, TX 78015

BURK JOHN W & IMELDA
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BOERNE, TX 78015

MANDEL CHRISTOPHER E &
MARY ANNE
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BOERNE, TX 78015

FRAZIER JAMES & MICHELE
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RAMBERG PETER KERNAN &
CAROL ANN
8427 MONUMENT OAK
BOERNE, TX 78015

BUSCHUR BRENT LEE &
MICHELE YVONNNE
8428 MONUMENT OAK
BOERNE, TX 78015

CARDENAS JOHN B & RAQUEL
P
8431 MONUMENT OAK
BOERNE, TX 78015

MCKEE GUY S & PATRICIA A
8432 MONUMENT OAK
BOERNE, TX 78015

SMALLIGAN MARY I &
LOWELL D
8502 MONUMENT OAK
BOERNE, TX 78015

DARING FRED J & SANDRA K
CZECH
8503 MONUMENT OAK
BOERNE, TX 78015

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8506 MONUMENT OAK
FAIR OAKS RANCH, TX 78015

MILLS HOMA
8507 MONUMENT OAK
BOERNE, TX 78015

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ROBERTA L
8510 MONUMENT OAK
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CORCORAN JOSEPH E & ANN C
8511 MONUMENT OAK
FAIR OAKS RANCH, TX 78015

WEEMS BOBBY & JOANN
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GARZA DAVID A & JUNE G
8602 MONUMENT OAK
BOERNE, TX 78015

PEDERSON DAVID NORMAN
7733 LOUIS PASTEUR DR APT
203
SAN ANTONIO, TX 78229

HORWATH DAVID & SUSAN
8610 MONUMENT OAK
BOERNE, TX 78015

WATSON DEBORAH A &
TERRY M
8614 MONUMENT OAK
BOERNE, TX 78015

BACUTA GERARDO & LEAH
GARGUENA-BACUTA
8702 MONUMENT OAK
BOERNE, TX 78015

KNETTEL KURT M & NANCY L
8706 MONUMENT OAK
BOERNE, TX 78015

RUSSELL CHRIS C & LORI K
8710 MONUMENT OAK
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KEEN WILLIAM H JR &
PAMELA C
8714 MONUMENT OAK
BOERNE, TX 78015

LUISI JAMES P & KRISTINE J
8802 MONUMENT OAK
BOERNE, TX 78015

MATTESON MICHAEL T &
MARY ANN
8806 MONUMENT OAK
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WOLF REGINA M & PHILLIP L
8810 MONUMENT OAK
BOERNE, TX 78015

WILLIFORD THOMAS E &
SHAWNA MA
8903 MONUMENT OAK
BOERNE, TX 78015

WALTER PAUL D & STACY A
8907 MONUMENT OAK
BOERNE, TX 78015

BURRESS MICHAEL R & DIANE
E
8911 MONUMENT OAK
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MILLER ALEXANDRA T
8915 MONUMENT OAK
FAIR OAKS RANCH, TX 78006

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8916 MONUMENT OAK
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BOERNE, TX 78015

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8920 MONUMENT OAK
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MCBAIN ALLAN R & HOLLY F
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STEPHANIE K
8702 TIMBERLAND TRL
BOERNE, TX 78015

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8706 TIMBERLAND TRL
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8714 TIMBERLAND TRAIL
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PEGRAM MICHAEL & KIM
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L
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GAIL M
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CAMPBELL ROBERT
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KATHERINE
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LUCY P TRUST
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VIRGINIA
8044 ARBOR VILLAGE
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MARY
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KATHLEEN M
27875 COLONIAL OAK
BOERNE, TX 78015

VINA JOHN F & JULIE B
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VIVAN C
12511 BEAR TRAIL
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SCHROTENBOER ARCHIE L JR
& JENNIFER S
7845 COLONIAL WOODS
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7907 COLONIAL WOODS
BOERNE, TX 78015

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100 E HONDO
HONDO, TX 78016

PEREZ MICHAEL S
7948 COLONIAL WOODS
BOERNE, TX 78015

CARSON JOHN JEFFREY &
AMY L
8010 COLONIAL WOODS
BOERNE, TX 78015

SIGMAN ROBERT C & GINA
8020 COLONIAL WOODS
BOERNE, TX 78015

HARRIER LAMAR & BRENDA
8021 COLONIAL WOODS
FAIR OAKS RANCH, TX 78015

ANDRADE RAMIRO B &
ESPERANZA P
8031 COLONIAL WOODS
BOERNE, TX 78015

GRONA BUILDERS INC
800 ISOM RD STE 600
SAN ANTONIO, TX 78216

BANK OF TEXAS THE
100 E HONDO
HONDO, TX 78016

CONE WELLS CUSTOM HOMES
INC
12907 BLANCHE COKER ST
SAN ANTONIO, TX 78216

BLACK CARLEEN M RANTZOW
& CHRISTOPHER E
8132 COLONIAL WOODS
SAN ANTONIO, TX 78015

CANTU ROBERT
8142 COLONIAL WOODS
BOERNE, TX 78006

ROBERTS SANFORD E II
8225 COLONIAL WOODS
BOERNE, TX 78015

HANSON CHRIS E & LORI R
8235 COLONIAL WOODS
BOERNE, TX 78015

MOY DUANE A & SANDRA G
8240 COLONIAL WOODS
BOERNE, TX 78015

THOMAS MICHAEL & SUSAN
8245 COLONIAL WOODS
BOERNE, TX 78015

MAY E LAMAR
8250 COLONIAL WOODS
BOERNE, TX 78015

HARRIS STEPHANIE A & GARY
S
8255 COLONIAL WOODS
BOERNE, TX 78015

WADE MICHAEL W &
GABRIELA B
8260 COLONIAL WOODS
BOERNE, TX 78015

INGRAM ROBERT C III &
KAREN ANN
8210 JAMESTOWN SQ
BOERNE, TX 78015

PACKMAN LINDA P & JON M
8215 JAMESTOWN SQ
BOERNE, TX 78015

ARREDONDO MICHAEL E &
JENNIFER S
8220 JAMESTOWN SQ
BOERNE, TX 78015

WOLD DONALD J & NADIA
215 W BANDERA RD #114-110
BOERNE, TX 78006

FARNEY BRENT L & CYNTHIA
ANN
8230 JAMESTOWN
BOERNE, TX 78015

MCWILLIAMS STEVE A &
PATTIE S
8235 JAMESTOWN SQ
BOERNE, TX 78015

RIBALTA GAIL D & CHARLES
8240 JAMESTOWN SQUARE
FAIR OAKS RANCH, TX 78015

ELTON ROBERT MOFFAT &
KALLY KERN
8245 JAMESTOWN SQ
BOERNE, TX 78015

VASQUEZ LEONEL J & MONICA
B
8250 JAMESTOWN SQ
FAIR OAKS RANCH, TX 78015

CURTIS ROBERT W JR & JANET
M
8255 JAMESTOWN SQ
FAIR OAKS RANCH, TX 78015

CLARK DONALD R & PEGGY A
8260 JAMESTOWN SQUARE
BOERNE, TX 78015

JACKSON MICHAEL W &
JEANNE L
8265 JAMESTOWN SQ
FAIR OAKS RANCH, TX 78015

CRENSHAW WILLIAM N &
ANGELA C
8270 JAMESTOWN SQ
BOERNE, TX 78015

FLOWERS ERIK M & MELISSA
M TRUST
27811 LAMPLIGHTER
BOERNE, TX 78015

FOLEY DANIEL F
27832 LAMPLIGHTER
BOERNE, TX 78015

ZURITA V FRANZ & MARTHA L
8210 LIBERTY PARK
BOERNE, TX 78015

BITAR JAMIL N
8221 LIBERTY PARK
BOERNE, TX 78015

WILSON DWIGHT L &
BARBARA A
8230 LIBERTY PARK
BOERNE, TX 78015

LACERVA ROXANNE COPLEY
8231 LIBERTY PARK
FAIR OAKS RANCH, TX 78015

MABRY STEVEN D &
KATHERINE A
8240 LIBERTY PARK
BOERNE, TX 78015

BRYANT BRETT R & CYTNHIA
F
8241 LIBERTY PARK
BOERNE, TX 78015

FULLER KENNETH LEE &
LEANNE R
8250 LIBERTY PARK
BOERNE, TX 78015

SIEMER JENNIFER C
8251 LIBERTY PARK
BOERNE, TX 78015

SCHLUTER RICHARD
8220 LIBERTY PARK
BOERNE, TX 78015

THOMPSON ROBERT J II &
MELANIE A
8260 LIBERTY PARK
FAIR OAKS RANCH, TX 78015

ROBERTSON TY MAXON &
MARLYNNE MARIE
8261 LIBERTY PARK
BOERNE, TX 78015

LANGENBAHN ROBERT R &
ASHLEY H
8270 LIBERTY PARK
BOERNE, TX 78015

MULLER RONALD
8271 LIBERTY PARK
BOERNE, TX 78015

SALINAS RICARDO A & MARIA
DEL CARMEN
27607 LEGACY WOODS
BOERNE, TX 78015

MARTIN PETER & ROBERTA
27617 LEGACY WOODS
BOERNE, TX 78015

VILLALOBOS ELISEO M &
KERRI K
27637 LEGACY WOODS
BOERNE, TX 78015

BONNER MATTHEW
27715 LEGACY WOODS
BOERNE, TX 78015

CRAWFORD DAN K & NANCY
K
27725 LEGACY WOODS
BOERNE, TX 78015

JONES EUGENE M & ROBIN E
5635 FM 471 NORTH
RIO MEDINA, TX 78066

POWELL CHARLES V II &
KRISTAL
1923 FAR NIENTE
SAN ANTONIO, TX 78258

CABADA CARMEN & MARCOS
27827 LEGACY WOODS
BOERNE, TX 78015

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LP
5900 E LANCASTER AVE
FORT WORTH, TX 76112

VAUGHT TRAVIS N & GINGER
P
27613 OAK BROOK WAY
BOERNE, TX 78015

STEWART BLAKE W & JANIS J
27623 OAK BROOK WAY
BOERNE, TX 78015

URBINA DANIEL F
27632 OAK BROOK WAY
BOERNE, TX 78015

OLSON THOMAS &
CHARLOTTE
27633 OAK BROOK WAY
BOERNE, TX 78015

WITTIG GERALD W & DAWN M
TRAUTMAN
27642 OAK BROOK WAY
BOERNE, TX 78006

KOBAYASHI KY & MICHELLE
27643 OAK BROOK WAY
BOERNE, TX 78015

DIXON DAVID PATRICK &
TIFFANY M
27652 OAK BROOK WAY
BOERNE, TX 78015

GEORGE ROBIN & DINAH
27653 OAK BROOK WAY
BOERNE, TX 78015

CRAWFORD NEAL & RHONDA
27662 OAK BROOK WAY
BOERNE, TX 78015

MUSKOPF MICHAEL R
27663 OAK BROOK WAY
BOERNE, TX 78015

MOCZYGEMBA JEFFREY J &
CINDY M
27610 OLDE NANTUCKET
BOERNE, TX 78015

STRAHAN JAMES W & VICKIE
L
27620 OLDE NANTUCKET
BOERNE, TX 78015

SWANSON NICK C & SHEILA A
27630 OLDE NANTUCKET
SAN ANTONIO, TX 78015

HABEEB JOHN S & ROSIE V
27640 OLDE NANTUCKET
BOERNE, TX 78015

WALTER GLEN B & SHEILA L
8310 REUNION OAK
BOERNE, TX 78015

CALDWELL D CRAIG &
HEATHER H
8320 REUNION OAK
BOERNE, TX 78015

MCCUMBER DAVID & SHALYN
8325 REUNION OAK
BOERNE, TX 78015

HORMUTH T RANDALL &
CYNTHIA
8340 REUNION OAK
BOERNE, TX 78015

HINTON DONALD ALAN &
MARY T
8355 REUNION OAK
BOERNE, TX 78015

HULETT JIMMY D JR & SUSAN
F
8323 SETTLERS PEAK
BOERNE, TX 78015

SEPULVEDA JOSEPH &
PATRICIA
1 WALDEN ELMS
SAN ANTONIO, TX 78257

HERRON DAVID F & VICKY I
10821 MALAGUENA LNE NE
ALBUQUERQUE, TX 87111

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8355 SETTLERS PEAK
BOERNE, TX 78015

TAKIMOTO CHRIS H & VICKI Y
8368 SETTLERS PEAK
BOERNE, TX 78015

HANDREN ROBERT T & ANNE
8371 SETTLERS PEAK
BOERNE, TX 78015

CHRISTIANS CHRIS B
8384 SETTLERS PEAK
BOERNE, TX 78015

KERESZTURY JOSEPH W
20323 HUEBNER RD STE 111
PMB 67
SAN ANTONIO, TX 78258

ANDRADE MICHAEL D &
LETICIA S
8006 TRADITION TRL
BOERNE, TX 78015

SIEVERT MATTHEW R & JULIE
A
8025 TRADITION OAK
BOERNE, TX 78015

KRAJEWSKI DENISE M &
JAMES L
8026 TRADITION OAK
BOERNE, TX 78006

GROTA PHILIP A & PATTI G
8035 TRADITION OAK
BOERNE, TX 78015

CRAFTMEN BUILDER INC
101 PASEO DEL RIO
SEGUIN, TX 78155

SLAUGHTER RONNIE D
8108 TRADITION OAK
BOERNE, TX 78015

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5900 E LANCASTER AVE
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BRIN R B & LARA
1403 BLACKBIRD LN
SAN ANTONIO, TX 78248

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8148 TRADITION TRL
BOERNE, TX 78015

MONTEZ ALFREDO M & JULIE
D
8167 TRADITION TRAIL
BOERNE, TX 78015

ELLIS PAUL H & JOHNSON
SANDRA
8168 TRADITION TRAIL
BOERNE, TX 78015

MCCLELLAN JOHN B & JOETTE
M
8230 TRADITION TRAIL
BOERNE, TX 78015

HICKERT BRIAN & LISA M
8260 TRADITION TRL
BOERNE, TX 78015

DAVIDSON GARY R & LINDA
8305 TRADITION TRL
BOERNE, TX 78015

LAMBERTON FRANK &
VIRGINIA
8326 TRADITIONAL TRAIL
BOERNE, TX 78015

HABY TROY F &
WINKENHOWER CHRISTINE C
8356 TRADITION TRAIL
BOERNE, TX 78015

ALBRIGHT ROBERT J & DIANE
L
27525 WOODLAND GREEN
BOERNE, TX 78015

RUIZ LILLY R
27545 WOODLAND GREEN
BOERNE, TX 78015

MCGOVERN DAVID D &
CLARA G
27565 WOODLAND GRN
BOERNE, TX 78015

WATTS JOHN D & TERESA B
27711 WOODLAND GREEN
BOERNE, TX 78215

DAVIS RICHARD B & MARTHA
H
27731 WOODLAND GRN
BOERNE, TX 78015

KEITH MICHAEL S & JILL
MARIE
27751 WOODLAND GREEN
BOERNE, TX 78015

GREENBERG LEWIS & LAURIE
27760 WOODLAND GRN
BOERNE, TX 78015

WAITE JACK H JR & SHARON L
27814 WOODLAND GRN
BOERNE, TX 78015

DUNLAP STEVEN K & RENEE T
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BLOOMINGTON, IL 61704

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27834 WOODLAND GRN
BOERNE, TX 78015

ESCRIVA MICHAEL & JOY
27835 WOODLAND GRN
BOERNE, TX 78015

ESPINOZA ANTONIO & HELEN
6541 CEDAR LN
SAN ANTONIO, TX 78257

NARRO GUADALUPE M
5340 DRIEBRODT RD
SAN MARCUS, TX 78666

OCANO APOLINO
19790 SHADE LN
SAN ANTONIO, TX 78257

OCANO APOLINO
19790 SHADE LN
SAN ANTONIO, TX 78257

RIOS RICARDO & OLIVIA
PO BOX 691323
SAN ANTONIO, TX 78269

SANCHEZ BONIFACIO
17301 WHITE OAK ORCHARD
CONROE, TX 77306

NANEZ JUANITA
19865 LEON CREEK DR
SAN ANTONIO, TX 78257

NOMBRANA RENE & CLAUDIA
L
7326 CARRIAGE MIST
SAN ANTONIO, TX 78249

SCOTT STEPHANIE N
801 CANYON BEND RD
PFLUGERVILLE, TX 78660

CERVANTES ROBERT
6457 CAMP BULLIS RD
SAN ANTONIO, TX 78257

OCANA APOLONIO & ROSA
RR 2 BOX 466
SAN ANTONIO, TX 78257

OCANA APOLONIO & ROSA
19910 SHADY LN
SAN ANTONIO, TX 78257

FLORES SUSIE C & JOSE G
21487 MILSA ST
SAN ANTONIO, TX 78256

IBARRA EFRAIN & MONICA C
19930 SHADY LN
SAN ANTONIO, TX 78257

RUIZ JOSEPH H & MARLENE F
7015 OAK DR
SAN ANTONIO, TX 78256

MALACARA OCTAVIO &
JOSEFINA
19950 SHADY LANE
SAN ANTONIO, TX 78257

MARTIN LARRY L
19985 SHADY LANE DR
SAN ANTONIO, TX 78257

DELGADO MANUEL G AND
ROSE C
RT 2 BOX 408
SAN ANTONIO, TX 78257

EDISON ROBERT
PO BOX 18371
SAN ANTONIO, TX 78218

EDISON ROBERT J
PO BOX 18371
SAN ANTONIO, TX 78218

CLAEYS FREDA L/E, GAY
DARLENE MCDONALD
RR 2 BOX 405
SAN ANTONIO, TX 78257

SNYDER VICTORIA K
PO BOX 680902
SAN ANTONIO, TX 78268

WALLACE LAWRENCE & LEE
NOLA
1690 CANYON SHORES DR
CANYON LAKE, TX 78133

NEEL FLORA % VIC SOBRINO
JR
RR 2 BOX 478
SAN ANTONIO, TX 78257

CULLUM NONA LEE
RR 2 BOX 421
SAN ANTONIO, TX 78257

WARD JOHN
20125 SHADYLANE DR
SAN ANTONIO, TX 78257

SOBRINO VICTOR JOSEPH JR
RR 02 BOX 478
SAN ANTONIO, TX 78257

CERVANTES ROBERT
6457 CAMP BULLIS RD
SAN ANTONIO, TX 78257

GOMEZ HECTOR J & DIANA C
RT 2 BOX 419
SAN ANTONIO, TX 78257

RIOS JUANA ELIDA
RR 2 BOX 500G
SAN ANTONIO, TX 78257

NOMBRANA JESSE M &
SOCORRO N
RR 2 BOX 420
SAN ANTONIO, TX 78257

BUSTAMANTE JOSE M
&CRISANTA
RT 2 BOX 402
SAN ANTONIO, TX 78257

NOMBRANO JESSE M &
SOCORRO R
RT 2 BOX 420
SAN ANTONIO, TX 78257

RIOS RAUL & ELIDA
RR 2 BOX 500G
SAN ANTONIO, TX 78257

LYONS PATRICIA D
20305 SHADY LANE
SAN ANTONIO, TX 78257

NOMBRANA JULIO M JR &
MARY
7314 CARRIAGE BEND
SAN ANTONIO, TX 78249

LEDESMA DAVID & IRENE
114 FUTURE DR
SAN ANTONIO, TX 78213

ABRAHAM ROBIN & PEGGY
11918 VANCE JACKSON RD
SAN ANTONIO, TX 78230

ARRIOLA REFUGIO & REGINA
6533 CEDAR LN
SAN ANTONIO, TX 78257

WYNN RONNIE B
20425 SHADY LN
SAN ANTONIO, TX 78257

BEASLEY GAYLEEN K
727 BLUEBELL CT
ROCKWALL, TX 75032

CERVANTES ROBERT
6457 CAMP BULLIS RD
SAN ANTONIO, TX 78257

CADENA GEORGE & WF
20465 SHADY LN
SAN ANTONIO, TX 78257

