

MINUTES

**MEETING OF THE BOARD OF DIRECTORS'
OPERATIONS COMMITTEE**



SAN ANTONIO RIVER AUTHORITY

December 6, 2010, 2:00 p.m.

GENERAL AND CEREMONIAL ITEMS:

1. **CALL TO ORDER WAS MADE BY THE CHAIRMAN, MR. H. B. RUCKMAN III, AT 2 P.M.**
2. **PLEDGE OF ALLEGIANCE WAS RECITED**
3. **THE COMMITTEE SECRETARY, NÁZIRITE RUBÉN PÉREZ, CALLED THE ROLL AND REPORTED THE FOLLOWING COMMITTEE MEMBERS PRESENT:**

- John J. Flieller
- Michael W. Lackey, P.E. (2:15 p.m. arrival)
- Názirite Rubén Pérez
- H. B. Ruckman III
- Adair R. Sutherland (2:11 p.m. arrival)
- Thomas G. Weaver

4. **CERTIFICATION OF A QUORUM WAS ANNOUNCED BY THE SECRETARY, MR. PÉREZ**
5. **INTRODUCTION OF VISITORS**

Ms. Sanchez reported that there were no visitors in the audience.

6. **CITIZENS TO BE HEARD**

Ms. Sanchez announced that there were no citizens signed up to speak.

7. APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE MEETING HELD ON NOVEMBER 8, 2010

Staff recommended a motion to approve the minutes of the Operations Committee meeting held on November 8, 2010, as presented.

Motion made by John J. Flieller
Seconded by Názirite Rubén Pérez

Vote: 6 - 0 Passed - Unanimously

8. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AWARD OF A CONTRACT FOR THE UPPER MARTINEZ WASTEWATER TREATMENT PLANT UTILITIES SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROJECT

Staff recommended a motion indicating Operations Committee support for the San Antonio River Authority staff to proceed in seeking Board approval for the execution of a construction contract for the Upper Martinez Wastewater Treatment Plant SCADA Project.

Motion made by Thomas G. Weaver
Seconded by John J. Flieller

Vote: 6 - 0 Passed - Unanimously

Attachments:

Bid Tabulation

9. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING THE SAN ANTONIO RIVER AUTHORITY'S ROLE IN SUPPORTING AN UPDATE OF THE HAZARD MITIGATION PLAN FOR THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG)

There being no action taken on this item, Mr. Ruckman called for Agenda Item 10.

10. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION TO ACQUIRE APPROXIMATELY SIX ACRES LOCATED AT THE SOUTHEAST CORNER OF ESPADA ROAD AND LOOP 410 IN SAN ANTONIO, BEXAR COUNTY, TEXAS USING FUNDS FROM THE SAN ANTONIO RIVER FOUNDATION

Staff recommended a motion indicating Operations Committee support for presentation to the San Antonio River Authority Board a recommendation to acquire 6.454 acres owned by Presto Tierra, LLC, located at Espada Road and Loop 410, Bexar County, Texas.

Motion made by Adair R. Sutherland

Seconded by Thomas G. Weaver

Vote: 6 - 0 Passed - Unanimously

Attachments:

Survey

Draft Purchase and Sale Agreement

11. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION TO CONVEY A PERMANENT EASEMENT TO SAN ANTONIO WATER SYSTEM UNDER AND ACROSS THE ALAZAN CREEK IN BEXAR COUNTY, TEXAS

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation to authorize the General Manager to convey a permanent easement under and across Alazan Creek in Bexar County, Texas, to San Antonio Water System for the purpose of installation, operation and maintenance of sanitary sewer pipelines.

Motion made by Adair R. Sutherland

Seconded by Michael W. Lackey, P.E.

Vote: 6 - 0 Passed - Unanimously

Attachments:

Easement

12. DISCUSSION AND APPROPRIATE ACTION ON THE INTERLOCAL AGREEMENT WITH BEXAR METROPOLITAN WATER DISTRICT FOR LABORATORY SERVICES

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation authorizing the General Manager to negotiate and execute an Interlocal Agreement (ILA) with Bexar Metropolitan Water District for water analysis and laboratory testing services and to amend the ILA if needed.

Motion made by Michael W. Lackey, P.E.

Seconded by Thomas G. Weaver

Vote: 6 - 0 Passed - Unanimously

Attachments:

BexarMet-SARA Laboratory ILA

13. STATUS REPORT REGARDING A POTENTIAL IMPLEMENTATION PLAN IDENTIFYING BEST MANAGEMENT PRACTICES TO ADDRESS E. COLI BACTERIA IN THE LOWER SAN ANTONIO RIVER

There being no action taken on this item, Mr. Ruckman called for Agenda Item 14.

14. STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT

There being no action taken on this item, Mr. Ruckman called for Agenda Item 15.

15. GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:

- **UPCOMING EVENTS CALENDAR,**
- **FUTURE BOARD AND/OR COMMITTEE MEETINGS, AND**
- **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS**

There being no action taken on this item, Mr. Ruckman called for Agenda Item 16.

16. ITEMS FOR FUTURE CONSIDERATION

There being no action taken on this item, Mr. Ruckman called for Agenda Item 17.

17. NEXT MEETING DATE

It was decided by the Committee that the next Operations Committee meeting will be Monday, January 10, 2011, at 2:00 p.m.

18. ADJOURN

There being nothing further to report, Ms. Sutherland moved to adjourn. Mr. Ruckman called the meeting adjourned at 3:00 p.m.

PREPARED AND RECOMMENDED FOR COMMITTEE APPROVAL BY THE MANAGER.

SUZANNE B. SCOTT, General Manager

APPROVED BY THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE AT THE MEETING HELD ON JANUARY 10, 2011.

H. B. RUCKMAN III, Committee Chairman

ATTEST:

NÁZIRITE RUBÉN PÉREZ, Committee Secretary

**SAN ANTONIO RIVER AUTHORITY
 BID TABULATION**

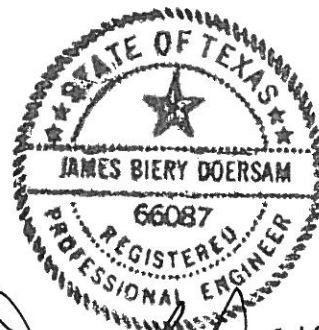
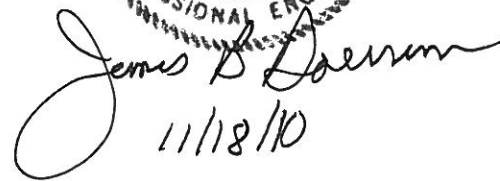
PROJECT: Upper Martinez Wastewater Treatment Plant SCADA (Supervisory Control Data Acquisition) Design Project
DATE AND TIME OF BID OPENING: November 16, 2:00 at 2:00 p.m.
ENGINEER'S ESTIMATE: \$138,198.74

ITEM	QUAN	UNIT	ITEM DESCRIPTION	Hierholzer Engineering, Inc.		Prime Controls, LP	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
100	1	L.S.	Mobilization	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
200	1	L.S.	SCADA Improvements	\$102,850.00	\$102,850.00	\$137,000.00	\$137,000.00
				\$110,850.00		\$145,000.00	

I certify that the above is a true and accurate tabulation of bids received at 2:00 p.m., November 16, 2010 for the Upper Martinez Wastewater Treatment Plant SCADA (Supervisory Control Data Acquisition) Design Project



JAMES B. DOERSAM
 PROJECT ENGINEER
 SAN ANTONIO RIVER AUTHORITY
 600 EAST EUCLID AVE.
 SAN ANTONIO, TEXAS 78212



STATE OF TEXAS
COUNTY OF BEXAR

Metes and Bounds Description

6.449 ACRES (280,932 square feet) of land in New City Block (N.C.B.) 11173, and being that 6.455 acre tract as described in Volume 9955, Page 1662, Official Public Records of Real Property, Bexar County, Texas (O.P.R.), SAVE and EXCEPT that portion of the New Espada Ditch 0.133 of one acre tract (5,802 sq. ft.) which crosses the western portion of this tract and being more particularly described as follows:

BEGINNING at a found Texas Department of Transportation (TXDOT) Type II Right-of-way monument with brass disk (Northing 13664818.89, Easting 2141794.52) on the south line of Loop 410 (280 foot right-of-way), and on the east line of Espada Road, the northwest corner of said 6.455 acre tract and this herein described tract;

THENCE N.89°52'16"E., with said south line a distance of 1166.23 feet to a found TXDOT Type II Right-of-way monument with brass disk (Northing 13664821.51, Easting 2142960.75) and angle point of this herein described tract;

THENCE S.85°31'57"E., continuing with said south line a distance of 197.23 feet to a found ½ inch rebar, on the west line of the old Acequia de Espada Ditch and the northeast corner of said 6.455 acre tract and this herein described tract;

THENCE with the west line of the old Acequia de Espada Ditch the following courses and distances:

S.21°54'34"E., a distance of 32.88 feet to a found ½ inch rebar;

S.09°50'39"E., a distance of 63.46 feet to an angle point;

S.08°17'51"E., a distance of 133.18 feet to a found ½ inch rebar and the southeast corner of said 6.455 acre tract and this herein described tract;

THENCE N.89°45'11"W., with the north line of the Subdivision Plat B of the heirs of Rosalino Diaz as described in Volume 623, Page 596, Deed Records, Bexar County, Texas, a distance of 1018.97 feet to a found ½ inch rebar on the east line of Espada Road and the southwest corner of said 6.455 acre tract and this herein described tract;

THENCE N.58°52'54"W., with said east line a distance of 451.16 feet to the POINT OF BEGINNING, containing 6.449 acres 280,932 sq. ft. more or less, SAVE and EXCEPT the following 0.133 of one acre tract (5,802 sq. ft.) describing the New Espada Ditch and being more particularly described as follows:

BEGINNING at a point on the south line of Loop 410, being N.89°52'16"E., 251.53 feet from a found TXDOT Type II monument, and the northwest corner of this save and except tract, from which a Department of the Interior Disk (DOID) bears N.47°23'05"W., a distance of 2.86 feet;

THENCE N.89°52'16"E., with said south line, a distance of 33.80 feet to a point, the northeast corner of this save and except tract from which a DOID bears N.45°07'31"W., a distance of 2.28 feet;

THENCE S.45°07'31"E., departing said south line, a distance of 248.72 feet to an angle point;

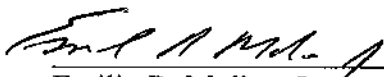
THENCE S.46°41'01"E., a distance of 85.87 feet to a point, on the north line of the Subdivision Plat B of the heirs of Rosalino Diaz as described in Volume 623, Page 596, Deed Records, Bexar County, Texas, and the southeast corner of this save and except tract;

THENCE N.89°45'11"W., with said north line, a distance of 19.18 feet to a point, the southwest corner of this save and except tract, from which a DOID bears S.46°43'23"E., a distance of 152.99 feet and a found ½ rebar bears N.89°45'11"W a distance of 118.65 feet;

THENCE N.46°43'23"W., departing said north line, a distance of 72.71 feet to an angle point;

THENCE N.47°23'05"W., a distance of 272.34 feet to the POINT OF BEGINNING containing 0.133 of one acre 5,802 sq. ft. more or less.

The basis of bearing is based on the grid bearings from the Texas State Plane Coordinate System, South Central Zone NAD 83 (1996) and reference bearing of S.89°53'51"E between two found Texas Department of Transportation Type II Right-of-Way monuments along the north line of this tract.

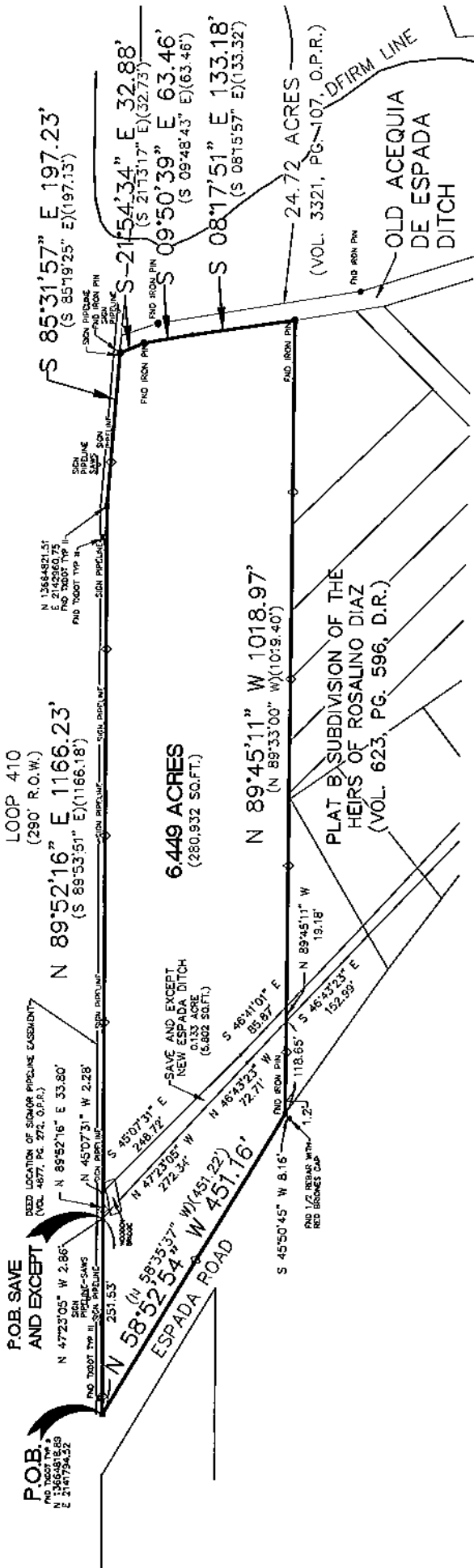
 11-29-2010
Emilio R. Molina, Jr. Date
Registered Professional Land Surveyor #5722



*An exhibit was prepared with this description with same date and acreage.

NOTES

1. THE BEARINGS ON THIS PLAT ARE GRID BEARINGS FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (1996), SOUTH CENTRAL ZONE. DISTANCES ARE GRID VALUES.
2. THIS PROPERTY IS IN FLOOD INSURANCE RATE MAP ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON COMMUNITY-PANEL NUMBER 48029C0580G A WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2010.
3. A METES AND BOUNDS DESCRIPTION WAS CREATED TO ACCOMPANY THIS EXHIBIT WITH THE SAME ACREAGE AND DATE.



SURVEY OF

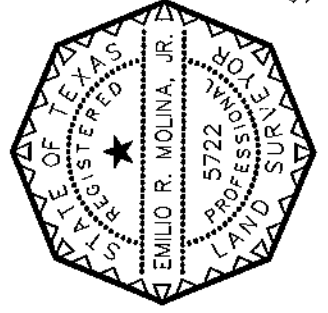
6.449 ACRES (280,932 square feet) of land in New City Block (N.C.B.) 11173, and being that 6.455 acre tract as described in Volume 9955, Page 1662, Official Public Records of Real Property, Bexar County, Texas (O.P.R.), SAVE and EXCEPT that portion of the New Espada Ditch 0.133 of one acre tract (5,802 sq. ft.) which crosses the western portion of this tract.

STATE OF TEXAS:
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey made on the ground, under my supervision and that it is true and correct.

Emilio R. Molina, Jr.
EMILIO R. MOLINA, JR.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5722



SCALE 1"=200'

MISSION REACH
SAN ANTONIO RIVER
SAN ANTONIO RIVER AUTHORITY

LEGEND

- FOUND 1/2" REBAR
- ◻ FOUND TxDOT HIGHWAY MONUMENT
- EXISTING CHAIN LINK FENCE
- D.R. DEED RECORDS
- D.P.R. DEED AND PLAT RECORDS
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- P.O.B. POINT OF BEGINNING (N.00°00'E.) CALL BEARING (100.00') CALL DISTANCE

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between Presto Tierra, Ltd., formerly known as Presto Tierra, LLC ("Seller") and San Antonio River Authority or Assigns ("Buyer").

IN CONSIDERATION of the Earnest Money described below and of the mutual promises contained herein, Seller hereby agrees to sell, and Buyer agrees to buy, the following Property for the price and subject to the provisions set forth in this Agreement:

PROPERTY: 6.455 acres of land, more or less, out of the Domingo Bustillos Survey No. 31, Abstract No. 44, County Block 4004, in the City of San Antonio, Bexar County, Texas, and being more particularly described in the Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements to the Land ("Improvements"), the leases associated with the Land and Improvements ("Leases"), together with all rights, appurtenances, easements, improvements, fixtures and hereditaments thereon or pertaining thereto, including without limitation, water rights, mineral rights and royalty interests owned by Seller, easements, development rights, wastewater rights and all other rights, and together with all of Seller's right, title and interest, in (i) any and all fences and wells; (ii) any strips and gores between the property and abutting properties, whether owned or claimed by deed, limitations or otherwise; and (iii) any land lying in or under the bed of any creek, stream, or waterway or any highway, road, easement or right-of-way on or across the property; and (iv) all of the subterranean waters in or under the Property, including, without limitation, all percolating waters and underground reservoirs, and all rights appurtenant to the full use and enjoyment thereof, and all rights appurtenant to all underground streams in or under the land that are characterized by definite channels, (the "Property").

1. Condition Precedent to Sale. This transaction is subject to the approval of Buyer's Board of Directors on or before the Review Date (as hereafter defined). If the sale of the Property is not consummated for failure of this condition, the Independent Consideration shall be forfeited to Seller as liquidated damages, and the Earnest Money shall be refunded to Buyer, and neither party shall have any further obligations hereunder.

2. Earnest Money. Buyer shall deposit with Fidelity National Title Insurance Company ("Title Company") the amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) (the "Deposit") within three (3) business days after execution of this Agreement by Seller and Buyer. Within three (3) business days following its receipt of the Deposit, the Title Company shall deliver to Seller One Hundred and No/100 Dollars (\$100) of the Deposit (the "Independent Consideration") as consideration for this Agreement. The Independent Consideration will be applied as a credit to the Purchase Price at closing, but shall not be returned to Buyer in the event that the Earnest Money (as hereinafter defined) is returned to Buyer pursuant to the terms of this

Agreement. The Deposit less the Independent Consideration is hereinafter collectively referred to as the "Earnest Money." The Earnest Money also shall be credited against the Purchase Price at closing. If the transaction is not consummated, the Earnest Money shall be held and delivered by the Title Company as herein provided, but in any event Seller shall retain the Independent Consideration.

3. Purchase Price. The purchase price of the Property is ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00).

4. Closing. Closing will be on or before twenty (20) days after the approval by Buyer's Board of Directors, or such other date as may be mutually agreed on by the parties. Closing will take place at the offices of the Title Company or at such other place as the parties may mutually agree.

5. Survey. Within thirty (30) days of the Commencement Date (defined below), Buyer shall obtain and deliver to Seller and the Title Company a survey and complete legal description of the Property.

6. Title. At closing, Seller will execute and deliver a General Warranty Deed conveying good, insurable and marketable title to the Property, together with insurable legal access, free and clear of all liens, encumbrances, restrictions, rights or exceptions in the form of the Deed attached hereto as Exhibit B.

7. Title Defects. Within thirty (30) days after the Commencement Date, Seller shall, provide to Buyer a preliminary owners title insurance commitment which will be updated within fifteen (15) days after the Title Company received a copy of the Survey (the "Commitment"), in an amount equal to the purchase price, together with legible copies of all encumbrances and other matters shown thereon. Buyer shall be allowed fifteen (15) days after receipt of the latter of the Survey or title insurance commitment (together with exception documents) to examine the title and make any objections to title. Buyer shall notify Seller of any objections it has in writing or the objections will be deemed to be waived. Seller shall use its best efforts to remedy or remove all objections within fifteen (15) days after Seller's receipt of Buyer's notice of the objections. In the event Seller is unable to cause the removal of any objection despite its best efforts within such 15-day period, Buyer may: (i) terminate this Agreement in its entirety by giving Seller written notice, whereupon the Title Company shall return the Earnest Money to Buyer without joinder or consent from Seller or any other party, and thereafter neither party shall have any further rights, liabilities or obligations hereunder; (ii) waive, in writing, any such objections and close; (iii) attempt to cure the objections to Buyer's satisfaction, and Seller agrees to act in good faith and cooperate with Buyer in such efforts by Buyer (however, Buyer shall have no obligation to cure any of the objections); or (iv) extend the period during which Seller has to remedy or remove the objections to one (1) day prior to closing. Items shown on Schedule C of the Commitment shall not be considered Permitted Exceptions and shall be satisfied by Seller on or before closing.

8. Review Period; Review Date. For and in consideration of the Independent Consideration

and other good and valuable consideration, Seller hereby grants to Buyer a review period until December 16, 2011 to review the Property (the "Review Period"). Notwithstanding any provision hereof to the contrary, Buyer may terminate this Agreement by delivering to Seller written notice of termination by 5:00 p.m. on or before December 16, 2011 (the "Review Date"). Upon termination of this Agreement pursuant to this section, the Title Company shall return the Earnest Money to Buyer upon Buyer's request, without the joinder or any further consent from Seller or any other party, and thereafter neither party hereto shall have any further rights, liabilities or obligations hereunder. In the event that Buyer does not receive the Commitment and copies of exception documents within the time specified above, Buyer shall receive an extension of the Review Period of one (1) day for each day any of said documents are past due. If, prior to the expiration of the Review Period, Buyer is able to complete all of its due diligence matters (i.e. inspections and tests, environmental study, survey, title commitment and appraisal) and is fully satisfied with the results thereof to the extent that Buyer wants to proceed to closing, Buyer may, in its discretion, notify Seller that it is waiving the remainder of the Review Period and wants to proceed to closing, closing shall thereafter occur in accordance with the provisions of this Agreement.

9. Inspection. For so long as this Agreement is in effect, Buyer, its agents, employees and representatives may enter upon the Property for the purpose of inspecting and surveying the Property and conducting such tests, studies or assessments as may be reasonably required by Buyer. In connection therewith and without limiting the generality of the forgoing, Buyer and Seller acknowledge that Buyer may conduct or otherwise obtain an environmental site assessment of the Property and Seller consents to Buyer's entry upon the Property to obtain such items. In the event that Buyer does not purchase the Property, then Buyer shall restore the Property to its original condition as near as practicable.

10. Bargain Sale Acknowledgment. Seller and Buyer acknowledge and agree that Seller intends to treat part of this transaction as a charitable contribution. Seller has informed Buyer that they believe that the Property has a fair market value in excess of the purchase price. Buyer makes no representations or warranties concerning the fair market value of the Property. Seller may obtain a qualified appraisal of the Property for purposes of establishing the difference between the fair market value of the Property and the purchase price. Seller shall pay for this appraisal. Buyer agrees to execute IRS Form 8283 or its equivalent to acknowledge its purchase and receipt of the Property such that Seller may apply for a charitable contribution pursuant to the Internal Revenue Code.

11. Access. Seller shall provide insurable legal access to the Property.

12. Closing Matters. At the closing, Seller shall (i) cause the Title Policy to be issued to Buyer; (ii) execute and deliver to Buyer a general warranty deed (the "Deed"), in the form of the Deed attached hereto as Exhibit D, conveying to Buyer good and indefeasible title to the Property; (iii) deliver to Buyer such evidence of authority to close this Agreement as Buyer and Title Company reasonably request; (iv) deliver possession of the Property to Buyer; (v) deliver to Buyer an affidavit certifying that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; and (vi) execute and deliver to Buyer such other documents

that may be reasonably required by Buyer or Title Company to consummate the transactions contemplated hereby. These documents shall be prepared at the expense of the Seller. At closing, Buyer shall deliver to the title company the Purchase Price, less the Deposit.

13. Closing Expenses And Adjustments. Any delinquent real estate taxes and all levied assessments are the Seller's responsibility and should be satisfied of record by the Seller at or before closing. Any real estate taxes assessed against the Property in the year of closing, but which are not yet due and payable, will be prorated to the date of closing based on the most recent available tax statements. Seller shall pay any recapture tax caused by a change of use by Seller prior to closing. Any recapture tax caused by a change of use by Buyer after closing shall be paid by Buyer.

Seller shall pay all of Seller's expenses and attorney's fees, any broker's commissions, the costs to obtain releases of any liens required to be released in connection with the sale and the costs to cure Title Objections agreed to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment. Buyer shall pay all of Buyer's expenses, the costs of any feasibility tests or studies conducted by Buyer and Buyer's attorney's fees.

Buyer shall pay the survey cost, the Commitment (including costs of exception documents) and title policy, all costs for any tax certificates, the escrow fee charged by the Title Company; the fee for the recording of the Deed; the costs to deliver and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed to be cured by Seller and the costs to records documents to resolve matters shown in Schedule C of the Title Commitment.

14. Matters Pending Closing. Seller shall not transfer or encumber any interest or rights in the Property prior to closing except those that are removed on or before closing. Seller shall keep the Property in its current condition until closing and shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its value or adversely affect Buyer's intended use of the Property as a nature park. Seller shall notify Buyer of any legal, political or administrative proceeding instituted or threatened which might have any effect on the Property, its value or the rights to possession of the Property promptly upon Seller's obtaining notice of same.

All risk of loss of or damage to the Property will pass from the Seller to Buyer at closing.

15. Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty loss after the commencement date, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so because of factors beyond Seller's control, Buyer may either (i) terminate this contract and the earnest money will be refunded to Buyer, (ii) extend the time for performance up to 15 days and the Closing Date will be extended as necessary, or (iii) accept the Property in its damaged condition and accept an assignment of insurance proceeds, if any. Seller's obligations under this paragraph are independent of any other obligations of Seller.

16. **Seller's Representations and Warranties.** THE SELLER HEREBY WARRANTS AND REPRESENTS TO BUYER THE MATTERS CONTAINED IN THE FOLLOWING SUBPARAGRAPHS AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER FROM ANY LOSS OR LIABILITY RESULTING THEREFROM. SAID REPRESENTATIONS, WARRANTIES AND INDEMNITIES SHALL SURVIVE CLOSING.

a. ***Title to the Property/Authority.*** That Seller is the sole legal owner of the Property. The Property is not now subject to any written or oral lease, option, or agreement of sale, claim or legal proceeding except as set forth herein. To the best of Seller's knowledge, there are no parties claiming adverse possession of the Property.

b. ***Authority.*** Seller has the full power and authority to execute, deliver and perform this Agreement and all agreements and documents referred to in this Agreement. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or to the best of Seller's knowledge, threatened against Seller.

c. ***Access.*** The Property has, or will have, full and free access to and from a dedicated public roadway, and there is no pending or, to the best of Seller's knowledge, any threatened proceeding by any governmental authority or any other fact or condition which might limit or result in the termination of such access.

d. ***Assessments.*** There are no special assessments of any kind presently pending against the Property and Seller has not received any notice of any special assessments being contemplated.

e. ***Condition of Property.*** The Seller is not aware of any facts that would adversely affect Buyer's intended use of the Property as a nature preserve.

f. ***Hazardous Materials.*** The Property is not now nor, to the knowledge of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance or regulation, or in such a way as to create any environmental condition that is actionable under any federal, State or local environmental law or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property does not contain underground storage tanks or landfill disposal site. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material or waste.

g. ***No Condemnation.*** There are no condemnation proceedings pending with regard to any portion of the Property and the Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.

h. *Non-foreign status.* To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, the Seller hereby certifies that the Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law and that the Seller's social security number/federal taxpayer identification number is as set out below. The Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment or both.

i. *Free and Clear Title.* On the closing date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's or materialman's liens or other liens against the Property other than work or materials to which Buyer has given its consent.

j. *Encumbering Property.* Seller has not and will not prior to closing encumber the Property to an extent that the encumbrance cannot be removed at closing by the use of proceeds from this sale.

k. *Conduct on the Property.* Seller is not now cutting any brush on the Property or clearing any right of ways for roads thereon and will not, prior to closing, cut any brush or clear any new right of ways for roads on the Property.

By executing and delivering the Deed, Seller shall be deemed to have made the foregoing representations and warranties as of the date of closing.

17. Broker. Seller represents that it has engaged the services of a real estate broker in the sale of this property, and agrees to indemnify Buyer from any loss, attorney's fees, or court or other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Agreement. This clause shall survive the closing of this transaction.

18. Notice. All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or two days after being mailed by registered or certified mail, return receipt requested, or on the date of successful facsimile transmission (if received prior to 5:00 p.m. CST), addressed to:

(a) if to Seller:

Fermin Rajunov
Presto Tierra, Ltd.
103 Biltmore Dr. #210
San Antonio, Texas 78213
(210) 366-1466 (phone)
(210) 366-1901 (fax)

(b) if to Buyer:

Claude Harding
San Antonio River Authority
100 E. Guenther
San Antonio, Texas 78204
(210) 227-1373 (phone)
(210) 227-4323 (fax)

With copy to:
David W. Ross
Brown & Ross, PC
2008 N. W. Military Hwy.
San Antonio, Texas 78213
(210) 341-6642 (phone)
(210) 341-6939 (fax)

19. **Default.** In the event Buyer fails or refuses to timely close the purchase of the Property, Seller not being in default hereunder, Seller may (as its sole remedy) terminate this Agreement and recover the Earnest Money, as liquidated damages, and not as penalty, in full satisfaction of Seller's claims against Buyer hereunder.

In the event Seller defaults in the performance of Seller's obligations under this Agreement, or if any of Seller's representations and warranties are or become untrue, Buyer not being in default hereunder, Buyer may (as its sole remedies) (i) terminate this Agreement and receive a refund of the Earnest Money, and thereafter neither party shall have any further rights, liabilities or obligations hereunder; or (ii) waive the default(s) and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or (iii) enforce specific performance.

20. **Possession.** The Seller will deliver possession of the Property, in its present condition, to Buyer at closing. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a temporary lease form or required by the parties will establish a tenancy at sufferance relationship between the parties.

21. **Commencement Date.** The Commencement Date of this Agreement shall be the date on which Title Company acknowledges in writing its receipt of the Deposit and a fully executed copy of this Agreement.

22. **Successors And Assigns.** This Agreement shall be binding on the heirs, representatives, successors and assigns of both parties.

23. **Complete Agreement.** This Agreement constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Agreement or any written amendment shall be binding upon the parties.

24. **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A - Property Description
Exhibit B - Form of General Warranty Deed

25. No-Waiver. No provision of this Agreement shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by Buyer and Seller. No act or failure to act by Buyer shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

26. Holidays. If any date set forth in this Agreement or computed pursuant to this Agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

27. Attorneys' Fees. In the event that any party hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to his court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court of appropriate jurisdiction, including, but not limited to, attorneys' fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

28. Escrow. The Earnest Money is deposited with Title Company with the understanding that Title Company is not (i) a party to this contract and does not have any liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the Earnest Money, and (iii) liable for any loss of Earnest Money caused by the failure of any financial institution in which the Earnest Money has been deposited unless the financial institution is acting as Title Company. At closing, the Earnest Money must be applied first to any cash down payment, then to Buyer's closing costs and any excess refunded to Buyer. If both parties make written demand for the Earnest Money, Title Company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of Title Company from all parties. If one party makes written demand for the Earnest Money, Title Company shall give notice of the demand by providing the other party a copy of the demand. If Title Company does not receive written objection to the demand from the other party within 30 days after notice to the other party, Title Company may disburse the Earnest Money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money and Title Company may pay the same to the creditors. If Title Company complies with the provisions of this paragraph, each party hereby releases Title Company from all adverse claims related to the disbursement of the Earnest Money. Title Company's notice to the other party will be effective when deposited in the U. S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by Title Company.

29. Full and Final Satisfaction. Seller understands and agrees that the Purchase Price includes full accord, satisfaction and compensation for damages, if any, to the remaining property of Seller, if any, caused by the purchase of the Property by Buyer.

IN WITNESS WHEREOF, the parties, acting individually or by and through their duly authorized officers, have each signed, sealed and delivered this instrument effective as of the Commencement Date.

SELLER:

BUYER:

Presto Tierra, Ltd., formerly known
as Presto Tierra, LLC

San Antonio River Authority

By: Presto G.P., LLC,
its General Partner

By: _____
Suzanne B. Scott
General Manager

By: _____
Fermin Rajunov
Manager

JOINDER BY TITLE COMPANY

Fidelity National Title Insurance Company (i) acknowledges receipt of the Deposit described in Section 2 on _____ 2010 (the Commencement Date), and (ii) agrees to hold same in accordance with the terms of this Agreement.

Fidelity National Title Insurance Company

By: _____

Name: _____
Escrow Officer

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF GENERAL WARRANTY DEED

" EXHIBIT A "

6.455 acres of land, more or less, out of the Domingo Bustillos Survey No. 31, Abstract No. 44, County Block 4004, in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING: At a found highway monument for the point of intersection of the South right-of-way line of Interstate Highway 410 and the Northeast right-of-way line of Espada Road for the most Northwesterly corner of the herein described tract, said point being the most Southwesterly corner of that tract of land conveyed to the State of Texas, by Deed dated July 12, 1960, executed by Natalia R. Anastasio and husband, James N. Anastasio, recorded in Volume 4503, Page 26, of the Deed Records of Bexar County, Texas;

THENCE: With said right-of-way line of Interstate Highway 410, S. 89° 53' 51" E., a distance of 1166.18 feet to a found highway monument for an angle point of said right-of-way and the herein described tract;

THENCE: Continuing along said right-of-way, S. 88° 19' 25" E., a distance of 197.13 feet to an iron pin found for the most Northwesterly corner of the herein described tract, said point being on the East line of said Domingo Bustillos Survey No. 31;

THENCE: Departing said right-of-way line with said East line of said Domingo Bustillos Survey No. 31, and the West line of Espada Ditch, the following courses:

B. 21° 13' 17" E., a distance of 32.73 feet,

S. 09° 48' 43" E., a distance of 63.46 feet and

S. 08° 13' 57" E., a distance of 133.32 feet to an iron pin found for the original Southeasterly corner of said Survey No. 31 and the herein described tract;

THENCE: With the South line of said Survey No. 31, N. 89° 33' 00" W., a distance of 1019.40 feet to an iron pin found on the above mentioned right-of-way line of Espada Road, said point being the most Southwesterly corner of the herein described tract;

THENCE: With said right-of-way line, N. 58 deg. 35' 37" W., a distance of 451.22 feet to the POINT OF BEGINNING and containing 6.455 acres of land, more or less.

W-0-9-5-5-6-1-6-4

Any provision herein which purports to limit the time for the recording of this instrument is hereby rejected. This instrument was FILED in File Number Sequence on the day and at the time indicated hereon by me and was duly RECORDED in the Official Public Record in Real Property of Bexar County, Texas on:

Doc# 20030093529
Pages 3
04/16/2003 03:25:00 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$13.00

APR 16 2003



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

This instrument has been recorded more than one time.

Gerry Rickhoff
County Clerk, Bexar County

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

General Warranty Deed

Date:

Grantor: Presto Tierra, Ltd., formerly known as Presto Tierra, LLC

Grantor's Mailing Address:

103 Biltmore, Suite 210, San Antonio, Texas 78213
Bexar County

Grantee: San Antonio River Authority

Grantee's Mailing Address:

100 E. Guenther
San Antonio, Texas 78204
Bexar County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

6.455 acres of land, more or less, out of the Domingo Bustillos Survey No. 31, Abstract No. 44, County Block 4004, in the City of San Antonio, Bexar County, Texas, and being more particularly described in the Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements to the Land ("Improvements"), the leases associated with the Land and Improvements ("Leases"), together with all rights, appurtenances, easements, improvements, fixtures and hereditaments thereon or pertaining thereto, including without limitation, water rights, mineral rights and royalty interests owned by Seller, easements, development rights, wastewater rights and all other rights, and together with all of Seller's right, title and interest, in (i) any and all fences and wells; (ii) any strips and gores between the property and abutting properties, whether owned or claimed by deed, limitations or otherwise; and (iii) any land lying in or under the bed of any creek, stream, or waterway or any highway, road, easement or right-of-way on or across the property; and (iv) all of the subterranean waters in or under the

Property, including, without limitation, all percolating waters and underground reservoirs, and all rights appurtenant to the full use and enjoyment thereof, and all rights appurtenant to all underground streams in or under the land that are characterized by definite channels.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

(To be determined after review of the approved title commitment)

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Presto Tierra, Ltd., formerly known
as Presto Tierra, LLC

By: Presto G.P., LLC,
its General Partner

By: _____
Fermin Rajunov
Manager

STATE OF TEXAS)

COUNTY OF BEXAR)

Before me, the undersigned notary public, on this day personally appeared Fermin Rajunov, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as Manager of Presto G.P., LLC, General Partner

of Presto Tierra, Ltd., formerly known as Presto Tierra, LLC, for the purposes and consideration therein expressed.

Notary Public, State of Texas
My commission expires:

AFTER RECORDING RETURN TO:

**Claude Harding
Real Estate Manager
San Antonio River Authority
100 E. Guenther
San Antonio, Texas 78204**

PERMANENT EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

The San Antonio River Authority, a political subdivision of the State of Texas, domiciled in Bexar County, Texas acting by its General Manager, hereunto duly authorized by Resolution No. 1416, passed and approved on November 17, 2010, hereinafter called GRANTOR, for and in consideration of the sum of Four Thousand, Six Hundred Ninety-eight and 00/100 Dollars----- (\$4,698.00) cash in hand paid by San Antonio Water System, hereafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, a permanent right-of-way easement for the construction, reconstruction, repair, operation, maintenance, inspection, patrolling and/or removing of sewer pipelines and with all necessary or desirable appurtenances, under and across Alazan Creek in San Antonio, Bexar County , Texas, said location being more specifically described on the plat attached hereto as "Exhibit A".

GRANTEE shall have the right of ingress and egress across the surface of the land within the limits of the easement. GRANTEE shall have the right to remove brush, undergrowth, of other obstructions which could injure, endanger or interfere with GRANTEE's use of the easement area. GRANTEE shall not damage, destroy or remove any trees within the easement area with a trunk diameter greater than twenty-four (24) inches at a point thirty-six (36) inches above the natural ground surface. GRANTEE shall have the right to assign the easement in whole or in part in accordance with the terms and conditions contained herein.

The right-of-way easement hereby granted is made and accepted under the condition that the construction, operation and maintenance of the utility pipeline shall be in accordance with applicable rules as issued by the Department of Transportation in the Code of Federal Regulations.

The installation, use and maintenance of the pipeline shall be in accordance with the best operating procedures used by a prudent person engaged in the utility industry. GRANTEE shall use the highest degree of care and all proper safeguards to prevent any unauthorized discharges into the waters of the Alazan Creek in San Antonio, Bexar County, Texas. In the event of such discharges, GRANTEE shall be responsible for all damage to public and private property.

GRANTEE shall notify the GRANTOR of any future installations within this easement. Any and all future pipeline installations within this easement shall be subject to the review and approval of the San Antonio River Authority.

This consent shall not constitute a conveyance or release of any right, title or interest held by the San Antonio River Authority in said parcel. In the event of future modifications to flood control or project improvements within Alazan Creek, then San Antonio Water System or their assigns will be required at their own expense to adjust its utilities to accommodate the modifications.

GRANTOR reserves the right to inspect this and any future installations within this easement.

TO HAVE AND TO HOLD the above described Easement and rights unto the GRANTEE, its successors and assigns, until the use of said easement by GRANTEE shall be permanently abandoned or relocated as hereinabove provided.

EXECUTED this _____ day of November, 2010.

SAN ANTONIO RIVER AUTHORITY

By _____
Suzanne B. Scott
General Manager

ATTEST:

By _____
Stephen T. Graham, P.E. CFM

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of November, 2010 by Suzanne B. Scott, General Manager of the San Antonio River Authority, a political subdivision of the State of Texas.

Notary Public, State of Texas

EXHIBIT "A"

April 20, 2010

Project: Laredo Street
Parcel: P10-070
Grantee: San Antonio River Authority
Project No.: 40-00008

FIELD NOTES

For a
0.144 Acre (6,264 sq. ft.)
Variable width Permanent
Sanitary Sewer Easement

Being a 0.144 acre tract (6,264 sq. ft.) of land out of the Alazan Creek Improved Channel Easement, Granted to the San Antonio River Authority as described in Volume 4751, Page 299 of the Deed Records of Bexar County, Texas and more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a Unintech cap set in the North line of Laredo Street (a 55.6 foot right-of-way), for the Southeast corner of a 0.743 acre tract, N.C.B 895, granted to Animal Resource Center in Volume 8454, Page 1631 of the Official Public Record of Bexar County, Texas, same being in the West line of said Alazan Creek Easement;

THENCE North $01^{\circ}59'42''$ West, leaving the North line of said Laredo Street, along the East line of said 0.743 acre tract, same being the West line of said Alazan Creek Easement, 1.84 feet to an "x" on pipe set, having a Northing of 13697476.76 and an Easting of 2124676.52 (Texas State Plane Coordinates, South Central Zone, Bearing Basis), and being the **POINT OF BEGINNING** of the herein described tract;

THENCE North $01^{\circ}59'42''$ West, along the East line of said 0.743 acre tract, same being the West line of said Alazan Creek Easement, a distance of 27.47 feet to a 1/2-inch iron rod with a Unintech cap set for the Northwest corner hereof;

THENCE leaving the East line of said 0.743 acre tract, over and across said Alazan Creek easement, the following two (2) courses and distances:

- 1) North $51^{\circ}13'08''$ East, a distance of 15.80 feet to a 1/2-inch iron rod with a Unintech cap set;
- 2) South $85^{\circ}01'56''$ East, a distance of 267.33 feet to a cotton spindle set in the West line of a 0.4376 acre tract, granted to Harry J. Burns in Volume 2652, Page 1791 of the Official Public Record of Bexar County, Texas, same being the East line of Alazan Creek Easement, for the Northeast corner hereof;

THENCE South $07^{\circ}26'23''$ East, along the East line of said Alazan Creek Easement, a distance of 18.67 feet to a cotton spindle set for the Southwest corner of said Lot 19,

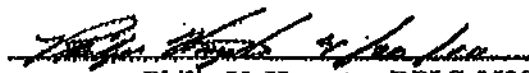
same being in the West right-of-way line of Interstate Highway 35 (Right-of-Way Varies), for corner hereof;


THENCE South 28°59'13" West, continuing with the West line of said Interstate Highway 35, same being the East line of said Alazan Creek Basement, a distance of 4.13 feet to a cotton spindle set for the Southeast corner hereof;

THENCE leaving the west line of said Interstate Highway 35, over and across said Alazan Creek Basement, the following two (2) courses and distances:

- 1) North 85°01'56" West, a distance of 260.83 feet to a Mag Nail set for a corner;
- 2) South 51°13'08" West, a distance of 23.42 feet to the **POINT OF BEGINNING** and containing a computed area of 0.1444 acres of land.

This Description accompanies a sketch referenced as \\Server02\Jobs\Survey\08 Jobs\08-139-8 I.aredo Street Bridge\XML\SARA NORTH.dwg


Phillip V. Hampton RPLS 5520
Unintech Consulting Engineers
2431 B. Evans Road
San Antonio, Texas 78259



Project: Laredo Street
 Tract: P10-078
 Grantee: San Antonio River Authority
 Project No. 40-00008

NOTES
 1. BEARINGS ARE BASED ON THE TEXAS
 COORDINATE SYSTEM, SOUTH CENTRAL ZONE,
 NAD 83. THE CURVATURES ARE GRID AND
 THE GRID TO SURFACE SCALE FACTOR IS
 1.00007

This sketch is
 accompanied
 by a set of
 field notes
 referenced here
 as per
 Houston
 Street Vail Sara
 NORTH.doc
 REVISED
 12-29-08
 REVISED
 04-20-10

NCB. 8551

HARRY J. BURNS
 0.6376 ACRES
 VOLUME 2852, PAGE 078
 OFFICIAL PUBLIC RECORD
 OF REAL PROPERTY
 BEAR COUNTY, TEXAS

- SYMBOL LEGEND**
- 1/2 INCH IRON ROD WITH A UNINTECH INC CAP SET
 - 1/2 INCH IRON ROD FOUND
 - ⊙ COTTON SPINDLE SET
 - ⊕ MAGNETIC NAIL SET
 - ⊗ 1/2 ON PIPE SET



GRANTEE
 SAN ANTONIO CHANNEL
 IMPROVEMENT PROJECT EASEMENT
 SAN ANTONIO
 RIVER AUTHORITY
 VOLUME 4751, PAGE 289
 DEED RECORDS
 BEAR COUNTY, TEXAS

0.166 ACRES, 6284.50 FT.
 VARIABLE WIDTH PERMANENT
 EASEMENT

AJAZAN OR PARK

S. LAREDO STREET
 (55.6' R.O.W.)

GRANTEE
 SAN ANTONIO CHANNEL
 IMPROVEMENT PROJECT EASEMENT
 SAN ANTONIO
 RIVER AUTHORITY
 VOLUME 4751, PAGE 289
 DEED RECORDS
 BEAR COUNTY, TEXAS

NCB. 856

ANIMAL RESOURCE CENTER, INC.
 0.748 ACRES
 VOLUME 8454, PAGE 031
 OFFICIAL PUBLIC RECORD
 OF REAL PROPERTY
 BEAR COUNTY, TEXAS

NCB. 856
 SAN ANTONIO TESTING
 LABORATORY, INC.
 VOLUME 6581, PAGE 027
 OFFICIAL PUBLIC RECORD
 OF REAL PROPERTY
 BEAR COUNTY, TEXAS

LINE	DIRECTION	LENGTH
L1	N01°59'42"W	1.84
L2	N51°15'08"E	15.80
L3	S07°26'23"E	18.67
L4	S28°55'13"W	4.15
L5	S51°13'08"W	23.42



STATE OF TEXAS
 COUNTY OF BEAR

I HEREBY CERTIFY THAT THE ABOVE SURVEY CONFORMS TO
 THE STANDARDS OF PRACTICE SET FORTH BY THE TEXAS
 BOARD OF PROFESSIONAL LAND SURVEYING AND TO ALL OTHER
 INFORMATION THAT THE SURVEYOR HAS PROFESSIONAL KNOWLEDGE
 OF OR TO INFORMATION WITH HIS PROFESSIONAL EXPERIENCE
 AS A LAND SURVEYOR AND ACCORDING TO AN ACCURATE
 SURVEY MADE ON THE GROUND BY UNINTECH CONSULTING
 ENGINEERS, INC.

Philip V. Hampton
 PHILIP V. HAMPTON, P.E., No. 5520

LAREDO STREET

BEAR COUNTY

UNINTECH CONSULTING
 ENGINEERS, INC.

JOB NO. 08-138-S
 DATE: NOV 2009
 DRAWN BY: SEE
 CHECKED BY: P.V.H.
 SHEET
 3
 OF 3

\\N08-139-8-Laredo Street Bridge\Elements\SARA NORTH.dwg 11/04/2009 6:00:05 AM CRT

**INTERLOCAL AGREEMENT
FOR ANALYTICAL LABORATORY SERVICES**

BETWEEN THE

SAN ANTONIO RIVER AUTHORITY

AND

BEXAR METROPOLITAN WATER DISTRICT

December 2010

This Interlocal Agreement (Agreement) is entered into by and between the BEXAR METROPOLITAN WATER DISTRICT, (hereinafter "BexarMet"), and the SAN ANTONIO RIVER AUTHORITY (hereinafter "SARA"), also referred to herein as "Party" and collectively as "Parties."

WHEREAS, BexarMet randomly collects water samples from its pumping system for water analysis and laboratory testing to ensure the safety of its water;

WHEREAS, BexarMet and SARA desire to enter into this Agreement for water analysis and laboratory testing services for a period of three (3) years;

WHEREAS, BexarMet desires to fix the Colilert 18 and Heterotrophic Plate Count bacteriological prices for the term of this Agreement;

WHEREAS, SARA has provided analytical laboratory services to BexarMet for over thirteen years using approved methodologies, and represents that it is National Environmental Laboratory Accreditation Conference (NELAC) accredited for applicable parameters, fully equipped, competent, and capable of providing such goods and performing such services in accordance with the provisions, terms, conditions, requirements, plans, and specifications in this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, the Parties mutually agree as follows:

1. SARA will provide bacteriological and chemical analysis of water samples collected and delivered by BexarMet to SARA's Laboratory located at 600 E. Euclid, San Antonio, Texas, 78212.
2. SARA will invoice BexarMet Monthly in accordance with the Scope of Work attached as Exhibit A and the Analytical Services Fee Schedule attached as Exhibit B and BexarMet will pay SARA from the current revenues available to BexarMet.
3. SARA invoices and chain-of-custodies will be forwarded to BexarMet monthly in accordance with the Scope of Work and Analytical Service Fee Schedule.
4. SARA bears no responsibility for the information BexarMet submits on the chain-of-custody.
5. Samples for parameters that are not in Exhibit "B" or that cannot be analyzed by SARA may be outsourced to subcontracting laboratories. SARA will give advance notice and obtain BexarMet's approval to subcontract work prior to implementation. For applicable parameters, SARA and subcontracting laboratories shall be NELAC accredited.
6. In the event that SARA is unable to analyze samples through no fault of SARA, BexarMet will resubmit the samples for analysis. SARA will assess charges for the replacement samples.

7. SARA will maintain a web data base client access system, the daily email preliminary results report, and will submit the monthly electronic submission of bacteriological results report to the Texas Commission on Environmental Quality (TCEQ).
8. All invoices from SARA to BexarMet shall be sent after all samples for the month have been analyzed and validated. The terms of each invoice shall be net thirty (30) days upon BexarMet's receipt of that invoice.
9. The term of this Agreement shall be three (3) years beginning on January 1, 2011 and ending December 31, 2013. If BexarMet wishes to extend this Agreement beyond the original three (3) year term, it must provide SARA with a sixty (60) calendar day notice (written, email) of the requested extension prior to the end of the term of this Agreement and SARA will provide BexarMet with the Analytical Services Fee Schedule for the requested extended term. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
10. This Agreement constitutes the entire agreement between the Parties, and there are no representations, warranties, agreements or commitments between the Parties hereto except as set forth herein. No amendments to this Agreement shall be binding on the Parties hereto unless in writing and signed by both Parties.
11. This Agreement is deemed to have been made in and to be performable in the State of Texas, and shall be construed in accordance with and governed by the laws of the State of Texas.

EXECUTED this ____ day of _____, 2010 by Victor M. Mercado, General Manager, Bexar Metropolitan Water District

Bexar Metropolitan Water District

 By: Victor M. Mercado
 Title: General Manager
 As per Board Approval on _____, 2010

EXECUTED this ____ day of _____, 2010 by Suzanne B. Scott, General Manager, San Antonio River Authority

San Antonio River Authority

 By: Suzanne B. Scott
 Title: General Manager

EXHIBIT A SCOPE OF WORK

DESCRIPTION AND SPECIFICATIONS OF SERVICES:

1. SARA will analyze water samples collected and delivered submitted by BexarMet to SARA according to the methods and prices as listed below:

PAYMENT SCHEDULE:

<u>Parameter</u>	<u>Reporting Units</u>	<u>Cost per analysis</u>
Colilert 18 Method for Total Coliform and E. coli	Presents/Absents	\$17.00
Heterotrophic Plate Count (SimPlate®)	MPN/mL	\$25.00
All other parameters	per method requirements	Most Current Fee Schedule

2. SARA and any subcontractor will be NELAC accredited for the applicable parameters.
3. SARA will furnish any equipment, tools, materials, and labor necessary to perform water analysis and laboratory testing listed on Exhibit B. BexarMet will not bear responsibility for any costs or risk of loss associated with equipment, tools, materials, and labor necessary to fulfill the Scope of Services.
4. SARA will maintain a web data base client access system, the daily email preliminary results report, and will submit the monthly electronic submission of bacteriological results report to the Texas Commission on Environmental Quality (TCEQ).
5. BexarMet will complete associated sample chain-of-custody for each sample submitted to the SARA Laboratory. If SARA encounters any question or deviation upon sample receipt, SARA will clarify with the sample collector or contact BexarMet to resolve the question.
6. BexarMet will submit samples to the SARA Laboratory between the hours of 8:00 a.m. and 5:00 p.m. To ensure samples will be accepted and analyzed, BexarMet will give advanced notice for samples to be submitted after hours, weekends, and holidays.

EXHIBIT B

San Antonio River Authority Most Current Applicable Fee Schedule

MICROBIOLOGY

PARAMETER	METHOD	NELAP Accredited Matrices ³	HOLD TIME ¹	Minimum SAMPLE VOLUME	PRESERVATION ⁴	FEE
Coliform – Total Colilert, Present/Absent	SM 9223B 20 th Ed.	DW	30hr	100 mL	Cool to ≤ 10°C	\$20.00
Coliform - Total MF Presumptive & Confirm.	SM 9222B 20 th Ed.	DW	30hr	100 mL	Cool to ≤ 10°C	\$25.00
E. coli Colilert, MPN, Quanti-Tray	SM 9223B 20 th Ed.	DW & NPW	8hr ²	300 mL	Cool to ≤ 10°C	\$25.00
E. coli Membrane Filter	SM 9222D/G 20 th Ed	NPW	8hr ²	300 mL	Cool to ≤ 10°C	\$25.00
Fecal Coliform Membrane Filter	SM 9222D 20 th Ed	NPW	8hr ²	300 mL	Cool to ≤ 10°C	\$22.00
Fecal Streptococcus (M-Enterococcus Media)	SM 9230C 20 th Ed.	NPW	8hr ²	300 mL	Cool to ≤ 10°C	\$30.00
Heterotrophic Plate Count (Pour Plate)	SM 9215B 20 th Ed.	DW	8hr ²	100 mL	Cool to ≤ 10°C	\$30.00
Heterotrophic Plate Count (SimPlate [®])	SimPlate [®]	DW	8hr ²	100 mL	Cool to ≤ 10°C	\$27.00

CHEMISTRY

PARAMETER	METHOD	NELAP Accredited Matrices ³	HOLD TIME ¹	Minimum SAMPLE VOLUME	PRESERVATION ⁴	FEE
Alkalinity Total	SM 2320B 20 th Ed.	NPW	14d	300 mL	Cool to ≤ 6°C	\$22.00
Ammonia Non-Distilled Potentiometric	SM 4500D 20 th Ed.	NPW	28d	100 mL	Cool to ≤ 6°C H ₂ SO ₄ to pH < 2	\$22.00
Ammonia Distilled Potentiometric	SM 4500B/D 20 th Ed.	NPW	28d	100 mL	Cool to ≤ 6°C H ₂ SO ₄ to pH < 2	\$35.00
Biochemical Oxygen Demand (BOD) Five Day	SM 5210B 21 st Ed.	NPW	48hr	1 L	Cool to ≤ 6°C	\$32.00
Carbonaceous Biochemical Oxygen Demand (CBOD) Five Day	SM 5210B 21 st Ed.	NPW	48hr	1 L	Cool to ≤ 6°C	\$32.00
Chemical Oxygen Demand (COD)	SM 5220D 20 th Ed.	NPW	28d	100 mL	Cool to ≤ 6°C H ₂ SO ₄ to pH < 2	\$35.00
Chlorine Residual - Total	SM 4500CL F 20 th Ed.	NPW	Analyze Immediately 15 min	300 mL	Cool to ≤ 6°C (no air space and limited light exposure)	\$10.00
Chlorophyll-a and pheophytin-a spectrophotometric	SM 10200 H 21 st Ed.	NA	48hr unfiltered 21d filtered	2 L	unfiltered in the dark 0 ≤ 6°C; filtered frozen	\$50.00
Conductance, Specific (lab)	EPA 120.1	DW & NPW	24hr or 28d if samples are filtered w/in 24	100 mL	Cool to ≤ 6°C	\$10.00

PARAMETER	METHOD	NELAP Accredited Matrices ³	HOLD TIME ¹	Minimum SAMPLE VOLUME	PRESERVATION ⁴	FEE
			hours of collection			
Dissolved Oxygen Winkler Method	SM 4500OC 21 th Ed.	NA	8hr	1 L	Cool to ≤ 6°C	\$25.00
Hardness, Total Titrimetric	SM 2340C 20 th Ed.	DW & NPW	6 months	200 mL	Cool to ≤ 6°C HNO ₃ or H ₂ SO ₄ to pH < 2	\$23.00
Total Hardness Calculation (calcium + magnesium)	SM 2340B 20 th Ed.	NPW	6 months	250 mL	1+1 HNO ₃ to pH < 2	\$40.00
Nitrogen – Total/Calculated	Nitrate-N, Nitrite-N, TKN	NA	NA	NA	NA	\$95.00
Nitrogen - Total Kjeldahl	Automated Method based on EPA 351.2, Rev. 2	NPW	28d	100 mL	Cool to ≤ 6°C H ₂ SO ₄ to pH < 2	\$45.00
Oil and Grease	EPA 1664, Rev. A	NPW	28d	1 L	Cool to ≤ 6°C HCL to pH < 2	\$35.00
Orthophosphate - Dissolved	EPA 365.3	NPW	48hr	250 mL	Cool to ≤ 6°C, filter immediately	\$30.00
pH (lab)	SM 4500H ⁺ B 20 th	NPW	15min	100 mL	Analyze Immediately	\$7.00
Phosphorus - Dissolved	EPA 365.3	NA	24hr	250 mL	Cool to ≤ 6°C, filter immediately H ₂ SO ₄ to pH < 2	\$35.00
Phosphorus - Total	EPA 365.3	NPW	28d	250 mL	Cool to ≤ 6°C H ₂ SO ₄ to pH < 2	\$35.00
Total Organic Carbon (TOC)	SM 5310C 20 th Ed.	NPW	28d	250 mL	Cool to ≤ 6°C H ₂ SO ₄ to pH < 2 (no air space, limited light exposure)	\$40.00
Total Solids (TS)	SM 2540B 20 th Ed.	NPW	7d	500 mL	Cool to ≤ 6°C	\$20.00
Total Suspended Solid (TSS)	SM 2540D 20 th Ed.	DW & NPW	7d	1 L	Cool to ≤ 6°C	\$20.00
Total Dissolved Solid (TDS)	SM 2540C 20 th Ed.	DW & NPW	7d	500 mL	Cool to ≤ 6°C	\$30.00
Turbidity	EPA 180.1	NPW	48hr	100 mL	Cool to ≤ 6°C	\$20.00

ANIONS

PARAMETER	METHOD	NELAP Accredited Matrices	HOLD TIME ¹	Minimum SAMPLE VOLUME	PRESERVATION ⁴	FEE
Bromide	EPA 300.0	DW & NPW	28d	100 mL	None Required	\$25.00
Chloride	EPA 300.0	DW & NPW	28d	100 mL	None Required	\$25.00
Fluoride	EPA 300.0	DW & NPW	28d	100 mL	None Required	\$25.00
Nitrate as N	EPA 300.0	DW & NPW	48hr	100 mL	Cool to ≤ 6°C	\$25.00
Nitrite as N	EPA 300.0	DW & NPW	48hr	100 mL	Cool to ≤ 6°C	\$25.00
Sulfate	EPA 300.0	DW & NPW	28d	100 mL	Cool to ≤ 6°C	\$25.00

METALS

PARAMETER	METHOD	NELAP Accredited Matrices ³	HOLD TIME ¹	Minimum SAMPLE VOLUME	PRESERVATION	FEE
Metals	EPA 200.8 Rev. 5.4	NPW	6 months	250 mL	1+1 HNO ₃ to pH < 2	\$20.00/each
Aluminum (Al), Arsenic (As), Antimony (Sb), Barium (Ba), Beryllium (Be), Cadmium (Cd), Calcium (Ca), Chromium (Cr), Cobalt (Co), Copper (Cu), Iron (Fe), Lead (Pb), Magnesium (Mg), Manganese (Mn), Molybdenum (Mo), Nickel (Ni), Potassium (K), Selenium (Se), Silver (Ag), Sodium (Na), Thallium (Tl), Uranium (U), Zinc (Zn)						
Metals	EPA 200.8 Rev. 5.4	DW	6 months Hg-28days	250 mL	1+1 HNO ₃ to pH < 2	\$20.00/each
Aluminum (Al), Arsenic (As), Antimony (Sb), Barium (Ba), Beryllium (Be), Cadmium (Cd), Chromium (Cr), Copper (Cu), Lead (Pb), Manganese (Mn), Mercury (Hg), Nickel (Ni), Selenium (Se), Silver (Ag), Thallium (Tl), Uranium (U), Zinc (Zn)						
NELAP Accreditation not applicable - Iron (Fe), Magnesium (Mg), Molybdenum (Mo), Potassium (K), Calcium (Ca), Sodium (Na)						

FIELD

PARAMETER	METHOD	NELAP Accredited	FEE
Conductance, Specific	TCEQ SWQM Procedures	NA	\$10.00
Dissolve Oxygen, Membrane Electrode	TCEQ SWQM Procedures	NA	\$10.00
pH	TCEQ SWQM Procedures	NA	\$7.00
Chlorine Residual Total	TCEQ SWQM Procedures	NA	\$10.00
Temperature	TCEQ SWQM Procedures	NA	\$5.00
Field Sampling Labor: \$65.00/hr and \$0.50/mile			

¹ Hold Time - the maximum time samples may be held prior to analysis and still be considered valid or not compromised

² 6 hour transit, 2 hour preparation time

³ DW – Drinking water. NPW – Non-potable water.
Refer to the following link for current accreditation status:
http://www.sara-tx.org/site/water_quality/laboratory_services/index.php

⁴ Analysis that requires acid preservation must be preserved within 15 minutes of collection, except for metals and hardness by calculation.

Sample Containers

Samples are to be submitted to the laboratory in approved sample containers. Approved sample containers are provided by the laboratory at no additional charge.

Other Parameters

With advanced notice and prior arrangements, the SARA Regional Environmental Laboratory may develop and implement other Chemistry and Microbiology parameters upon request. For parameters that the SARA Regional Environmental Laboratory does not specialize in, we maintain arrangements with other NELAP accredited laboratories for analytical testing.

Sample Submittal

All samples should be submitted by 3:00 p.m. Monday-Friday. Samples are not accepted on holidays, after hours, or weekends unless arranged with the Laboratory Services Coordinator (210-302-3649).

Sample Turn-Around-Time

The SARA Regional Environmental Laboratory turn-around-time for in-house analyses is 10 to 14 business days for chemistry parameters and 3 to 5 business days for microbiology parameters.

Sample turn-around-time for subcontracted analyses is normally between 20 to 40 business days.

An expedited turn-around-time may be arranged depending on parameters tested, hold times, and laboratory workload. A "Rush Fee" is assessed accordingly per sample:

Same day to 3 days	3x Normal Fee
4 to 6 days	2x Normal Fee

Shipping Fees

The client is invoiced for all shipping fees and a \$15 handling fee when outsourcing samples to another laboratory for analytical testing. If the client provides SARA Regional Environmental Laboratory with a shipping service account number, only a \$15 handling fee will be Invoiced.

Pricing – Arrangements

The SARA Regional Environmental Laboratory reserves the right to correct misprints or change the prices in this fee schedule. Prices may vary for high volume clients or special projects. Testing services are paid by cash or check upon sample receipt – credit cards are not accepted. Clients submitting four or more samples per month may setup a SARA account and will be invoiced monthly. Other invoicing and payment requests may be accommodated if accompanied by a purchase order or memorandum describing the terms of payment and invoicing.

References

1. Standard Methods For the Examination of Water and Wastewater, 18th Edition, 1992
2. Standard Methods For the Examination of Water and Wastewater, 20th Edition, 1998
3. Standard Methods For the Examination of Water and Wastewater, 21st Edition, 1998
4. TCEQ, Surface Water Quality Monitoring Procedures, Volume 1 & 2
5. EPA Analytical Methods may be viewed at National Environmental Method Index located at <http://www.nemi.gov>

ANALYTICAL SERVICES FEE SCHEDULE

Fees Effective July 1, 2010

(Subject to revision June 2011)