

MINUTES

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



SAN ANTONIO RIVER AUTHORITY

October 10, 2011, 2:00 p.m.

**GENERAL AND CEREMONIAL ITEMS:**

1. **CALL TO ORDER WAS MADE BY THE CHAIRMAN, MR. H. B. RUCKMAN III, AT 2:12 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:**

- H. B. Ruckman III, Chair
- John J. Flieller, Vice-Chair
- Názirite Rubén Pérez, Secretary
- Michael W. Lackey, P.E.
- Adair R. Sutherland
- Thomas G. Weaver

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

Ms. Sanchez announced the visitors who were present 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 BOARD OF DIRECTORS' OPERATIONS COMMITTEE MEETING HELD ON SEPTEMBER 12, 2011**

Staff recommended a motion that the minutes of the Operations Committee meeting held on September 12, 2011, be passed and approved, as presented.

Motion made by John J. Flieller

Seconded by Thomas G. Weaver

**Vote:** 6 - 0 Passed - Unanimously

**8. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN ANTONIO RIVER AUTHORITY AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR CONTINUED FUNDING OF SENATE BILL 1 - SOUTH CENTRAL TEXAS REGIONAL WATER PLANNING GROUP (REGION L) ADMINISTRATIVE COSTS**

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation to approve a resolution of the Board of Directors of the San Antonio River Authority authorizing the execution of an interlocal agreement for continued funding of Senate Bill 1 - South Central Texas Regional Water Planning Group (Region L) administrative costs.

Motion made by Thomas G. Weaver

Seconded by John J. Flieller

**Vote:** 6 - 0 Passed - Unanimously

Attachments:

Region L ILA

**9. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AUTHORIZING THE GENERAL MANAGER TO RENEW THE INTERLOCAL AGREEMENT WITH THE PUBLIC IMPROVEMENT DISTRICT IN THE DOWNTOWN AREA FOR THE MUSEUM REACH SANITATION 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 renew the interlocal agreement with the Public Improvement District in the downtown area for sanitation services in the Museum Reach.

Motion made by Adair R. Sutherland

Seconded by Názirite Rubén Pérez

**Vote:** 6 - 0 Passed - Unanimously

Attachments:

**10. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH ADS, LLC, FOR SALATRILLO COLLECTION SYSTEM FLOW METERING AND DATA TRANSMISSION MONITORING SERVICES**

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 execute an agreement with ADS, LLC for the Salatrillo Collection System Flow Metering and Data Transmission Monitoring Services.

Motion made by Thomas G. Weaver

Seconded by Michael W. Lackey, P.E.

**Vote:** 6 - 0 Passed - Unanimously

**11. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING THE CONSIDERATION OF THE USE OF EMINENT DOMAIN TO CONDEMN PROPERTY AND AN ORDINANCE DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF FEE SIMPLE TITLE TO AND PERMANENT AND TEMPORARY EASEMENTS ON CERTAIN PARCELS OF LAND IN EASTERN BEXAR COUNTY, TEXAS LOCATED WITHIN COUNTY BLOCKS 5048, 5052, 5053, 5062, 5063 AND 5064 TO CONSTRUCT, MODIFY, OPERATE, MAINTAIN AND REPAIR THE SALATRILLO REUSE LINE PROJECT AND AUTHORIZING ALL APPROPRIATE ACTION BY THE GENERAL MANAGER, EMPLOYEES, AGENTS, AND ATTORNEYS OF SAN ANTONIO RIVER AUTHORITY IN THE INSTITUTION AND PROSECUTION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE SAID PROPERTY INTERESTS AND RELATED RIGHTS OF INGRESS AND EGRESS THAT CANNOT BE ACQUIRED THROUGH NEGOTIATION; RATIFYING AND CONFIRMING ALL ACTS AND PROCEEDINGS PREVIOUSLY DONE OR INITIATED BY EMPLOYEES, AGENTS, AND ATTORNEYS OF SAN ANTONIO RIVER AUTHORITY TO ACQUIRE SUCH PROPERTY INTERESTS; AND AUTHORIZING SUCH OTHER LAWFUL ACTION NECESSARY AND INCIDENTAL TO SUCH ACQUISITION OR EMINENT DOMAIN PROCEEDINGS TO SURVEY, SPECIFY, DEFINE, AND SECURE THE NECESSARY INTERESTS IN REAL PROPERTY**

Staff recommended a motion indicating the Operations Committee recommendation that the San Antonio River Authority Board of Directors adopt an ordinance declaring a public necessity for the acquisition of those parcels necessary for the Salatrillo Reuse Line Project.

Motion made by Thomas G. Weaver

Seconded by Názirite Rubén Pérez

**Vote:** 6 - 0 Passed - Unanimously

**12. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A REQUEST BY THE SAN ANTONIO WATER SYSTEM FOR A PERMANENT EASEMENT ON SAN ANTONIO RIVER AUTHORITY PROPERTY LOCATED ON ROOSEVELT AVENUE IN THE CITY OF SAN ANTONIO, 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 convey a permanent easement to the San Antonio Water System for a water meter installation that will service an irrigation system needed for the San Antonio River Improvements Project.

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

Seconded by John J. Flieller

**Vote:** 6 - 0 Passed - Unanimously

Attachments:

Draft Easement

Exhibit A& B

**13. STATUS REPORT ON THE ESCONDIDO DAMS SAFETY AND INSTRUMENTATION ACTIVITIES**

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

**14. BRIEFING ON LAND RIGHTS ACQUISITION STATUS**

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

**15. BRIEFING REGARDING THE KARNES/GOLIAD HOLISTIC WATERSHED MASTER PLAN**

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

**16. REVIEW AND DISCUSSION OF CONSULTANT SELECTION ACTIVITIES:**

**REQUEST FOR QUALIFICATIONS (RFQ) ASSOCIATED WITH ESTABLISHING A ROTATING LIST OF SERVICE PROVIDERS TO PERFORM EITHER APPRAISAL OR RELOCATION SERVICES FOR THE BEXAR COUNTY FLOOD CONTROL CAPITAL IMPROVEMENTS PROGRAM**

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

**17. REPORT ON THE STATUS AND RESULTS OF KEY ACTIONS AND ACCOUNTABILITIES (KAAs) REGARDING THE SAN ANTONIO RIVER AUTHORITY'S KEY INITIATIVES 3, 12 AND 13 FOR FISCAL YEAR 2011**

There being no action taken on this item, Mr. Ruckman called for Agenda Item 18.

**18. STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT INCLUDING AN UPDATE ON PROFESSIONAL SERVICES CONTRACT AMENDMENTS FOR THE MUSEUM REACH PARK SEGMENT**

There being no action taken on this item, Mr. Ruckman called for Agenda Item 19.

**19. 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 20.

**20. ITEMS FOR FUTURE CONSIDERATION**

There being no action taken on this item, Mr. Ruckman called for Agenda Item 21.

**21. NEXT MEETING DATE**

The next Operations Committee meeting will be Monday, November 7, 2011, at 2:00 p.m.

**22. ADJOURN**

There being nothing further to report, Ms. Sutherland moved to adjourn. Mr. Ruckman called the meeting adjourned at 3:52 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 NOVEMBER 7, 2011.**

**H. B. RUCKMAN III, Committee Chairman**

**ATTEST:**

**NÁZIRITE RUBÉN PÉREZ, Committee Secretary**

INTERLOCAL AGREEMENT FOR FUNDING OF SENATE BILL 1 SOUTH CENTRAL TEXAS REGIONAL  
WATER PLANNING GROUP (TWDB REGION L)  
ADMINISTRATIVE COSTS

This Agreement is made and entered into as of the date herein last specified by and between the San Antonio River Authority ("SARA"), a river authority established under the laws of the State of Texas, the Guadalupe-Blanco River Authority ("GBRA"), a river authority established under the laws of the State of Texas, the Nueces River Authority ("NRA"), a river authority established under the laws of the State of Texas, the Edwards Aquifer Authority, ("EAA"), a special district established under the laws of the State of Texas, the San Antonio Water System ("SAWS"), an independent agency established by the City of San Antonio City Council, the Bexar Metropolitan Water District ("BMWD"), a water supply district established under the laws of the State of Texas, Victoria County Groundwater Conservation District (VCGCD), a special district established under the laws of the State of Texas, Guadalupe County Groundwater Conservation District ("GCGCD"), a special district established under the laws of the State of Texas and the City of Victoria, a Texas municipal corporation and home rule city, acting through its duly authorized City Manager, collectively referred to as the "PARTIES".

WHEREAS, the Texas Interlocal Cooperation Act, Tex. Gov't Code Ann. § 791.001 et seq., authorizes local political subdivisions to enter into agreements for the provision of governmental and administrative functions and services;

Whereas, the South Central Texas Regional Water Planning Group, established in accordance with Senate Bill 1, 75<sup>th</sup> Legislative Session, is charged with the development of a regional water plan (PLAN) to address the water needs of the South Central Texas Regional Water Planning Area;

Whereas, the South Central Texas Regional Water Planning Group submitted the regional water plan for the South Central Texas Region to the Texas Water Development Board on September 1, 2010;

Whereas, Senate Bill 1, 75<sup>th</sup> Legislative Session requires that the regional water plan be

reviewed and revised, if necessary, every five years;

Whereas, the South Central Texas Regional Water Planning Group will enter into the next round of planning for the next five years after January 1, 2012;

Whereas, SARA has been designated as the contracting and administrative agency for the South Central Texas Regional Water Planning Group for the next phase of planning after January 1, 2012;

Whereas, the Parties are within of the South Central Texas Regional Water Planning Area;

Whereas, SARA, as the principal administrative office for the South Central Texas Regional Water Planning Group, will incur administrative costs on behalf of the South Central Texas Regional Water Planning Group for the interim phase of planning;

Whereas, the Parties have agreed to share the funding of the administrative costs;

For and in consideration of the foregoing and of the mutual benefits and obligations provided herein, the Parties do contract and agree as follows:

## AGREEMENT

1. SARA will serve as the contracting and administrative agency. SARA will account for its labor and direct expenses associated with administering the development of the Plan. SARA will provide the other contracting Parties with quarterly accounting reports of its administrative costs. Administrative costs incurred by SARA since January 1, 2012 are eligible for reimbursement.

2. The total administrative costs to be incurred by SARA for 2012 are estimated to be \$58,000.00.

3. SARA will provide an estimate of the anticipated administrative costs for the next year by December 1 of each year. Upon agreement by the Parties in writing, this will become the budget for the next year.

4. The Parties agree to share the administrative costs in the following percentages:

SAWS	-	35%
EAA	-	28%
GBRA	-	15%
SARA	-	10%
BMWD	-	5%
NRA	-	1%
VCGCD	-	2% (not to exceed \$1,500.00 annually)
COV	-	2% (not to exceed \$1,500.00 annually)
GCGCD	-	<u>2%</u>
TOTAL		100%

The total amount of administrative costs for each year will not be exceeded without prior written authorization of the Parties.

5. The Parties may provide in kind services to help offset the administrative costs incurred by SARA to the extent practical.

6. Voluntary contributions will be solicited from other entities in the region. To the extent that such voluntary contributions are received in excess of the administrative costs, they will be used to offset, on a pro-rata basis, the amount of administrative costs to be shared by the Parties.

7. SARA will bill the parties for their respective share of the administrative costs on a quarterly basis. All Parties are committed to the full payment of their obligations.

8. This Agreement may be amended and/or extended by the mutual agreement of the Parties.

9. Multiple original copies of this Agreement are being executed and shall be effective upon last signature. Each person executing this Agreement on behalf of a Party represents that he or she is a duly authorized officer of such Party with full power to execute this Agreement on behalf of each Party.

10. The Parties agree to prepare and execute all documents necessary to effect the terms of this Agreement.

11. No party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other Parties which consent shall not be

unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12. This Agreement is effective until December 31, 2016, contingent upon the availability of annual funding for the term of the contract. No party shall have a right of action against other parties in the event that a party is unable to fulfill its obligations under this agreement as a result of lack of sufficient funding. Should this issue arise, a Party will file a Notice of Non-Renewal with the other parties at least 30 days prior to the date funding becomes unavailable.

13. Until changed by written notice thereof any notice required under this Agreement may be given to the respective Parties by first class mail, postage paid or by hand-delivery to the address of the other Parties shown below:

SARA:

Ms. Suzanne B. Scott, General Manager  
San Antonio River Authority  
P.O. Box 839980  
San Antonio, Texas 78283-9980

GBRA:

Mr. William E. West, Jr., General Manager  
Guadalupe-Blanco River Authority  
933 E. Court Street  
Seguin, Texas 78155

NRA:

Mr. Con Mims, Executive Director  
Nueces River Authority  
P.O. Box 349  
Uvalde, Texas 78802

EAA:

Mr. Karl Dreher, General Manager  
Edwards Aquifer Authority  
1615 N. St. Mary's  
San Antonio, Texas 78215

SAWS:

Mr. Robert Puente, President/CEO  
San Antonio Water System  
P.O. Box 2449  
San Antonio, Texas 78298-2449

BMWD:

Mr. Tom Gallier, Interim General Manager  
Bexar Metropolitan Water District  
P.O. Box 245994  
San Antonio, Texas 78224-5994

COV:

Mr. Jerry James,  
City of Victoria  
P.O. Box 1758  
Victoria, TX 77902

VCGCD:

Mr. Tim Andruss, General Manager  
Victoria County Groundwater Conservation District  
2805 N. Navarro Street, Suite 210  
Victoria, TX 77901

GGCD:

Mr. Ron Naumann, President  
Guadalupe County Groundwater Conservation District  
P.O. Box 1221  
Seguin, Texas 78156

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed in multiple originals on the last date specified below.

ATTEST:

SAN ANTONIO RIVER AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

SUZANNE B. SCOTT  
GENERAL MANAGER

DATE: \_\_\_\_\_

ATTEST:

GUADALUPE-BLANCO RIVER AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

WILLIAM E. WEST, JR.  
GENERAL MANAGER

DATE: \_\_\_\_\_

ATTEST:

NUECES RIVER AUTHORITY

---

---

CON MIMS  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

ATTEST:

SAN ANTONIO WATER SYSTEM

\_\_\_\_\_

\_\_\_\_\_

ROBERT PUENTE  
PRESIDENT/CEO

DATE: \_\_\_\_\_

ATTEST:

BEXAR METROPOLITAN WATER DISTRICT

\_\_\_\_\_

\_\_\_\_\_

TOM GALLIER  
INTERIM GENERAL MANAGER

DATE: \_\_\_\_\_

ATTEST:

EDWARDS AQUIFER AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
KARL DREHER  
GENERAL MANAGER

DATE: \_\_\_\_\_

CITY OF VICTORIA

---

CHARMELLE GARRETT  
CITY MANAGER

---

DATE

(SEAL)

ATTEST:

---

SCARLET SWOBODA  
CITY SECRETARY

ATTEST:

VICTORIA COUNTY GROUNDWATER CONSERVATION  
DISTRICT

---

---

TIM ANDRUSS  
GENERAL MANAGER

DATE: \_\_\_\_\_

ATTEST:

GUADALUPE COUNTY GROUNDWATER  
CONSERVATION DISTRICT

---

---

RON NAUMANN  
PRESIDENT

DATE: \_\_\_\_\_

**THIRD AMENDMENT  
TO THE  
INTERLOCAL COOPERATION AGREEMENT**

THIS THIRD AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT (this "Third Amendment") dated as of October 1, 2011 is between the **CENTRO SAN ANTONIO MANAGEMENT CORPORATION**, a Texas nonprofit corporation ("Centro SA"), and the SAN ANTONIO RIVER AUTHORITY (the "River Authority").

**WITNESSETH:**

WHEREAS, Centro SA and the River Authority have previously entered into an Interlocal Cooperation Agreement dated as of May 26, 2009 in which Centro SA has agreed to provide maintenance and other services as required on the Museum Reach Segment of the San Antonio River Improvements Project (the "Museum Reach") (see Exhibit A); and

WHEREAS, Centro SA and the River Authority have determined to amend the Interlocal Cooperation Agreement.

NOW, THEREFORE, for the mutual considerations herein expressed and subject to the terms and on the conditions herein stated, the parties hereto agree as follows:

Section 1. Amendment of Section VI of the Interlocal Cooperation Agreement is hereby amended to read as follows:

**Term:**

This Agreement shall terminate September 30, 2013.

Section 2. Interlocal Cooperation Agreement Otherwise Remains in Force. Except as amended by this Third Amendment, the Interlocal Cooperation Agreement shall remain in full force and effect.

Section 3. Governing Law. This Third Amendment shall be construed by and governed in accordance with the laws of the State of Texas and the United States of America.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date set forth above.

**SAN ANTONIO RIVER AUTHORITY**

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

Suzanne B. Scott  
General Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Stephen T. Graham, P.E.  
Assistant Secretary

**CENTRO SAN ANTONIO  
MANAGEMENT CORPORATION**

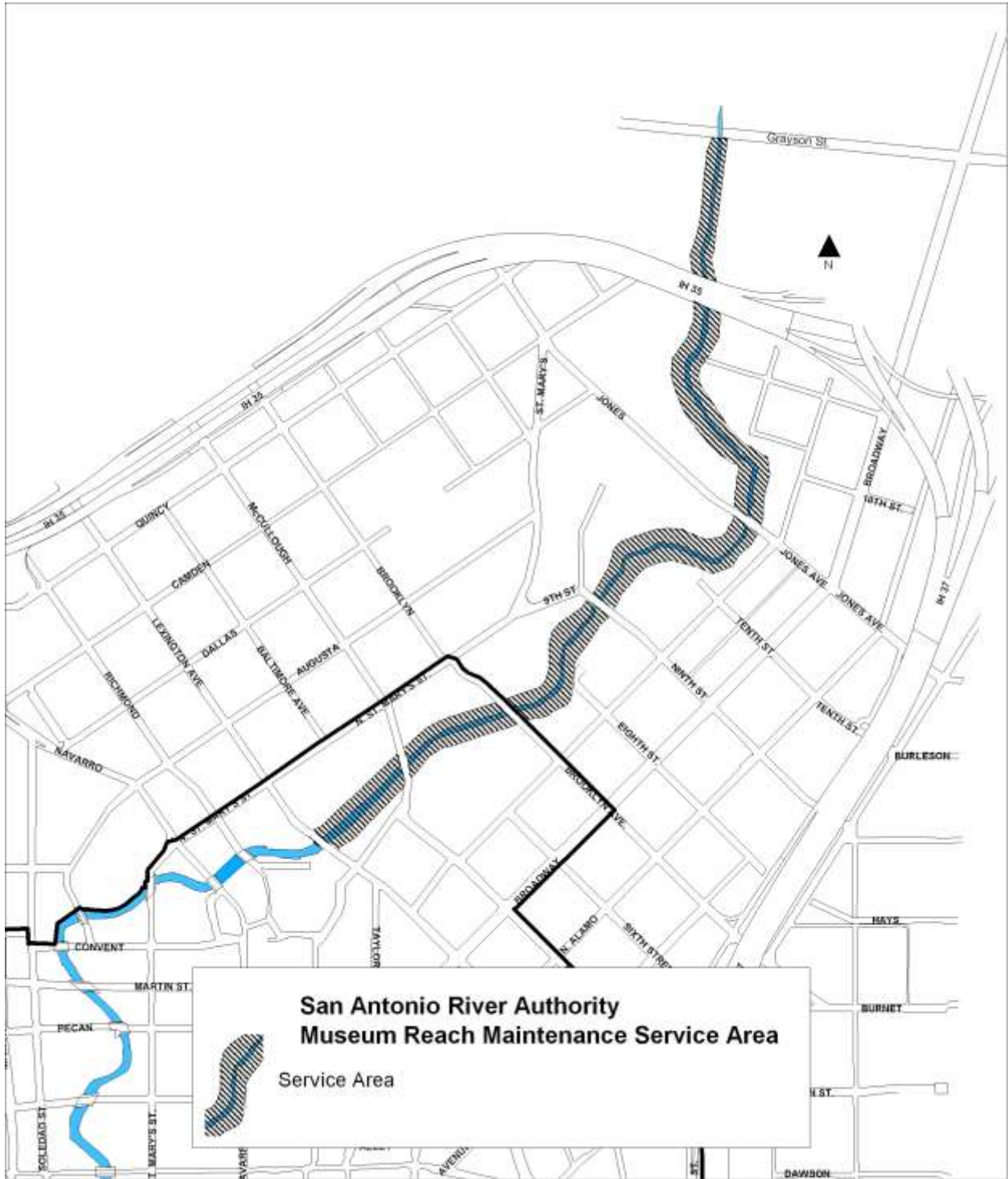
By: \_\_\_\_\_  
Ben E. Brewer, III  
President

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
James M. Richards, Jr.  
Centro SA Operations Manager

# EXHIBIT A



PERMANENT EASEMENT – WATER

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

THAT, the **SAN ANTONIO RIVER AUTHORITY**, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, hereinafter referred to as "Grantor", for and in consideration in the amount of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor in hand paid by the **SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, Bexar County, Texas, has given, granted, sold, conveyed, and dedicated, and by these presents, does give, grant, sell, convey, and dedicate unto the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation herein referred to as "Grantee" for the use, benefit and control of the said **SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES** as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, and subject to the terms and provisions of said ordinance, an easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace water facilities and appurtenances thereto, in, on, over and through the lands located in Bexar County, Texas as follows:

**Being a 0.001 of an acre (50 square feet, more or less) 5' x 10' Water Easement out of a 9.288 acre tract described as Parcel Number 398104 in Deed Without Warranty conveyed to the San Antonio River Authority recorded in Volume 14139, Page 1383 of the Official Public Records of Real Property of Bexar County, Texas; and being more particularly described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof (the "Easement Area");**

For the purpose of using said Easement Area for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of the improvements and appurtenances to be placed within the above described permanent Easement Area;

Together with the right of ingress and egress over said Easement Area for the purpose of constructing, reconstructing, realigning inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines and appurtenances; the right to relocate said lines within said Easement Area; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building of any kind will be placed on said Easement Area.

Grantor expressly acknowledges and agrees that Grantor is performing the initial construction of the water facilities and appurtenances thereto in connection with its MISSION REACH (SARA Property) PROJECT (the "Project"). Grantor further acknowledges and agrees that until such time as the water facilities are completed and accepted by Grantee, the Grantor, its successors and assigns, shall be fully responsible for all obligations of Grantee hereunder, and that Grantor, on behalf of itself, its heirs, legal representatives, successors and/or assigns, waive any and all claims of any type or nature, known or unknown, that may be asserted against Grantee arising from or related to events occurring or attributable to the period prior to the time the Project is complete and Grantee has accepted the transfer of the water



# EXHIBIT A

Project: Mission Reach (SARA Property)  
Parcel #: P11-162

A Metes and Bounds Description  
of 0.001 of an Acre, (50 Sq.Ft.)  
5' x 10' Permanent Water Easement

Being a 0.001 of an acre (50 square feet) Permanent Water Easement out of a 9.288 acre tract described as Parcel Number 398104 and conveyed to the San Antonio River Authority in Volume 14139, Page 1383 of the Official Public Records of Real Property of Bexar County, Texas, being situated in the City of San Antonio, Bexar County, Texas, said 0.001 of an acre being more particularly described as follows:

COMMENCING: at an found ½" iron rod on the west right-of-way line of Roosevelt Avenue, a 120-foot right-of-way, the apparent Northeast corner of a 0.119 of an acre tract recorded in Volume 14216, Page 1808 of the Official Public Records of Real Property of Bexar County, Texas, the Southeast Corner of a 9.288 acre tract recorded in Volume 14139, Page 1383 of the Official Public Records of Real Property of Bexar County, Texas, from which a found ½" iron rod bears S00°29'53"E at a distance of 138.97';

THENCE: N 00°29'53" W, along and with the West right-of-way line of Roosevelt Avenue, a distance of 7.66 feet to the POINT OF BEGINNING and the Southeast corner of the herein described easement;

THENCE: Departing the West right-of-way line Roosevelt Avenue, across and into the aforementioned 9.288 acre tract the following courses and distances:

S 89°30'07" W, a distance of 5.00 feet to a point being the Southwest corner of the herein described easement;

N 00°29'53" W, a distance of 10.00 feet to a point being the Northwest corner of the herein described easement;

N 89°30'07" E, a distance of 5.00 feet to a point on the West right-of-way line of Roosevelt Avenue being the Northeast corner of the herein described easement;

THENCE: S 00°29'53" E, along and with the West right-of-way line of Roosevelt Avenue, a distance of 10.00 feet to the POINT OF BEGINNING, and containing 0.001 of an acre more or less, said easement being described is based upon a survey performed on the ground under my supervision and prepared by Jacobs Engineering Group.

The basis of bearing for this survey is the Texas State Plane Coordinate System, South Central Zone North American Datum of 1983(86) Grid Bearings, Surface Distances.

August 29, 2011

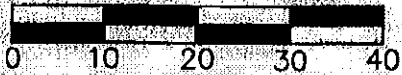


Tresmon A. Smith  
Registered Professional Land Surveyor  
Texas Registration No. 6069

S:\MISSION REACH PACKAGE 3M&B 5X10 WTR ESMT.doc



# EXHIBIT B



SCALE: 1"=20'



9.288 ACRE TRACT  
 PARCEL NO. 398104  
 VOLUME 14139, PAGE 1383  
 O.P.R.R.P.B.C.T.  
 OWNER:  
 SAN ANTONIO RIVER  
 AUTHORITY

**5'X10' WATER  
 EASEMENT**  
 (60 SQ. FT.  
 0.001 OF AN ACRE)

**POINT OF  
 BEGINNING**

**POINT OF  
 COMMENCING**

12.6034 ACRE TRACT  
 SAVE AND EXCEPT 0.092 OF  
 AN ACRE.  
 VOLUME 13096, PAGE 1833  
 O.P.R.R.P.B.C.T.  
 OWNER:  
 NHC-TX104, LLC

ROOSEVELT AVE.  
 120' RIGHT-OF-WAY

0.119 OF AN ACRE  
 TRACT  
 VOLUME 14216, PAGE  
 1808  
 O.P.R.R.P.B.C.T.  
 OWNER:  
 SAN ANTONIO RIVER  
 AUTHORITY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°29'53"W	7.66
L2	S89°30'07"W	5.00
L3	N00°29'53"W	10.00
L4	N89°30'07"E	5.00
L5	S00°29'53"E	10.00

S00°29'53"E 138.97'

**NOTES:**

- 1) THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NORTH AMERICAN DATUM OF 1983 (86), GRID BEARINGS. DISTANCES AND AREA ARE SURFACE.
- 2) THIS IS AN EASEMENT SURVEY AND DOES NOT REPRESENT A TRUE "BOUNDARY SURVEY."

SURVEYED ON THE GROUND  
 THIS 29TH DAY OF AUGUST, 2011

*Tresmon A. Smith*  
 TRESMON A. SMITH  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6069



**LEGEND:**

- UNLESS OTHERWISE NOTED FOUND IRON ROD
- UNLESS OTHERWISE NOTED FND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- R.R.P.B.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS
- D.P.R.B.C.T. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

## JACOBS

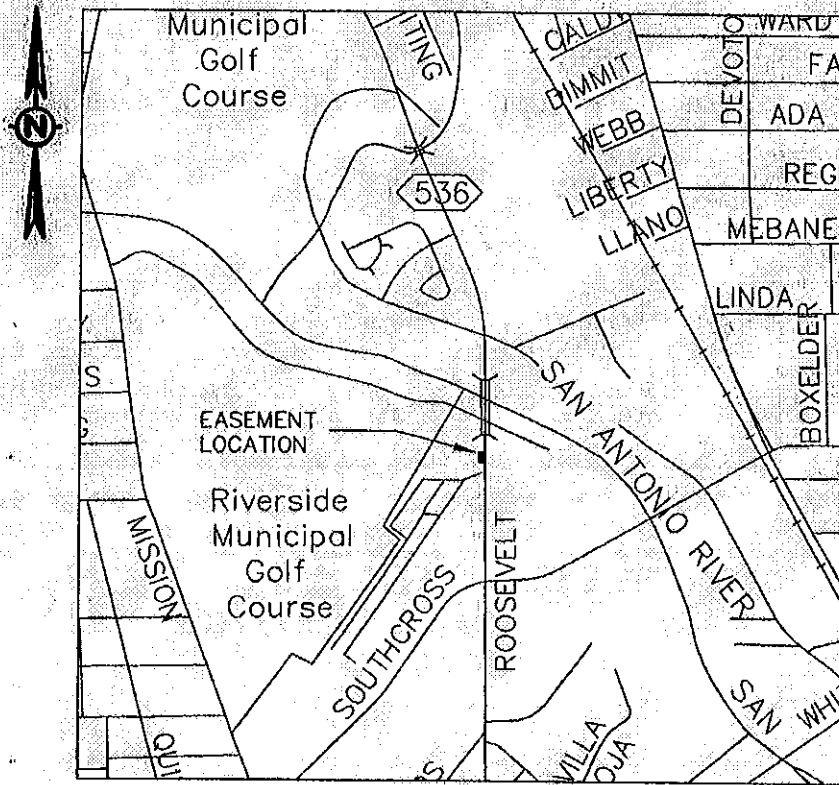
911 CENTRAL PARKWAY NORTH, SUITE 425  
 SAN ANTONIO, TEXAS 78232  
 PHONE (210) 494-0088 FAX (210) 494-4525

**5'X10' WATER EASEMENT  
 60 SQ. FEET. 0.001 OF AN ACRE  
 BEXAR COUNTY, TEXAS**

DRAWN BY: TAS CHECKED BY: MH  
 DATE: 08-29-2011 PROJECT NO.: WJXK3302

SHEET  
2  
 OF  
3

Drawing Name: SUBMISSION REACH PACKAGE 3.dwg (C:\D\ACAD-WTR-ESMT.dwg) User: smt1010 Aug 30, 2011 4:24pm



LOCATION MAP  
 (NOT TO SCALE)

Drawing Name: S:\MISSION REACH PACKAGE 3.dwg (3D) ACAD-WTR ESMIT.dwg User: smthbto Aug 30, 2011 4:26pm

**JACOBS**

941 CENTRAL PARKWAY NORTH, SUITE 425  
 SAN ANTONIO, TEXAS 78232  
 PHONE (210) 494-0088 FAX (210) 494-4525

**6'X10' WATER EASEMENT  
 60 SQ. FEET, 0.001 OF AN ACRE  
 BEXAR COUNTY, TEXAS**

DRAWN BY: TAS CHECKED BY: MH

DATE: 08-29-2011 PROJECT NO.: WJXK3302

SHEET  
3  
 OF  
3