

MINUTES

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

SAN ANTONIO RIVER AUTHORITY

November 7, 2011, 2:00 p.m.



***GENERAL AND CEREMONIAL ITEMS:***

1. **CALL TO ORDER WAS MADE BY THE CHAIRMAN, MR. H. B. RUCKMAN III, AT 2:06 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 reported that there were none.

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 OCTOBER 10, 2011**

Staff recommended a motion that the minutes of the Operations Committee meeting held on October 10, 2011, be passed and approved, as presented.

Motion made by Thomas G. Weaver

Seconded by John J. Flieller

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

**8. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AN AWARD OF A CONSTRUCTION CONTRACT FOR EAGLELAND VISITOR TAX PLANNING AND DESIGN**

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 a construction contract for Eagleland Visitor Tax Planning and Design and recommending the lower bidder, Jerdon.

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

Seconded by John J. Flieller

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

Attachments:

Bid Tab

**9. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AN INTERLOCAL AGREEMENT WITH THE SAN ANTONIO RIVER AUTHORITY AND BEXAR COUNTY FOR THE REHABILITATION OF CALAVERAS 8 (COOKSEY ROAD) DAM**

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 Interlocal Agreement with Bexar County for the Rehabilitation of the Calaveras 8 (Cooksey Road) Dam.

Motion made by Thomas G. Weaver

Seconded by Adair R. Sutherland

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

Attachments:

ILA with Bexar County

**10. DISCUSSION AND APPROPRIATE ACTION REGARDING A JANITORIAL SERVICES BID FOR THE FACILITIES OF THE SAN ANTONIO RIVER AUTHORITY**

Staff recommended a motion indicating Operations Committee support for presenting to the Board of Directors a request to accept the bid from Unified Service Associates.

Motion made by Adair R. Sutherland

Seconded by Michael W. Lackey, P.E.

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

Attachments:

Bid Tab

**11. STATUS REPORT REGARDING THE PARK SERVICES DEPARTMENT OPERATIONAL STRATEGIES**

There being no action taken on this item, Mr. Ruckman called for Agenda Item 12.

**12. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION CONCERNING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY TO BE ACQUIRED IN WILSON COUNTY, TEXAS, AS PART OF THE SASPAMCO PADDLING TRAIL PROJECT**

Staff recommended a motion indicating Operations Committee support for seeking Board resolution and approval of a Purchase Sale Agreement between River Authority and Brock Huffman for acquisition of 22.06 acre property located at 1236 County Road 125 in Wilson County, Texas and the corresponding budget amendment.

Motion made by Thomas G. Weaver

Seconded by Názirite Rubén Pérez

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

Attachments:

Original / Proposed Purchase and Sale Agreement

Revised and Signed Purchase and Sale Agreement

After appropriate disclosure in accordance with Chapter 551 of the Texas Government Code, the Open Meetings Act, Section 551.071, Mr. Ruckman then recessed to meet in Executive Session at 3:40 p.m. for deliberation concerning Agenda Item 13.

**13. EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.072 FOR DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY FOR THE CONSTRUCTION OF A NEW OPERATION AND MAINTENANCE FACILITY FOR THE MISSION REACH OF THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT**

The Executive Session having concluded, the Operations Committee Meeting resumed into Open Session at 4:14 p.m.

**14. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING PROPERTY ACQUISITION FOR THE CONSTRUCTION OF A NEW OPERATION AND MAINTENANCE FACILITY FOR THE MISSION REACH OF THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT**

After Committee discussion, staff was directed to continue negotiations and bring this item back to the Committee in December. There being no action taken on this item, Mr. Ruckman called for Agenda Item 15.

**15. STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT**

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

**16. GENERAL MANAGER'S REPORT**

- **DISTRIBUTION OF BOARD MEMBER'S PREFERRED E-MAIL ADDRESS FORM;**
- **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 17.

**17. ITEMS FOR FUTURE CONSIDERATION**

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

**18. NEXT MEETING DATE**

The next Operations Committee meeting will be Monday, December 12, 2011, at 2:00 p.m.

**19. ADJOURN**

There being nothing further to report, Ms. Sutherland moved to adjourn. Mr. Ruckman called the meeting adjourned at 4:22 p.m.

**PREPARED AND RECOMMENDED FOR COMMITTEE APPROVAL BY THE MANAGER.**

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**SUZANNE B. SCOTT, General Manager**

**APPROVED BY THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE AT THE MEETING HELD ON DECEMBER 12, 2011.**

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

**ATTEST:**

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**NÁZIRITE RUBÉN PÉREZ, Committee Secretary**

**SAN ANTONIO RIVER AUTHORITY  
BID TABULATION**

**PROJECT:** Eagleland Visitor Tax Planning and Design

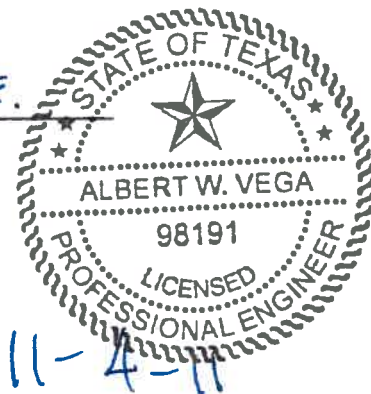
**DATE AND TIME OF BID OPENING:** November 4, at 2:00 p.m.

**ENGINEER'S ESTIMATE:** \$1,700,000.00

				Jerdon Enterprise, L.P.		Shannon-Monk, Inc.		Montoya Anderson Construction (MAC), Inc.	
ITEM	QUAN	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
100	1	L.S.	Amenities - All other work	\$1,505,000.00	\$1,505,000.00	\$1,819,000.00	\$1,819,000.00	\$2,294,420.00	\$2,294,420.00
					<b>\$1,505,000.00</b>		<b>\$1,819,000.00</b>		<b>\$2,294,420.00</b>

I certify that the above is a true and accurate tabulation of bids received at 2:00 p.m., November 4, 2011 for the Eagleland Visitor Tax Planning and Design Project

ALBERT VEGA  
PROJECT ENGINEER  
SAN ANTONIO RIVER AUTHORITY  
600 EAST EUCLID AVE.  
SAN ANTONIO, TEXAS 78212



STATE OF TEXAS  
COUNTY OF BEXAR

§ COOPERATIVE AGREEMENT FOR  
§ CALAVERAS 8 (SA-41)  
§

THIS COOPERATIVE AGREEMENT FOR CALAVERAS 8 (SA-41) (“Agreement”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”) by and between COUNTY OF BEXAR a political subdivision of the State of Texas (“County”), and SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas (“SARA”), together referred to as “Parties” or, individually, as “Party”.

**WITNESSETH**

WHEREAS, County and SARA have historically worked together to fund and deliver watershed management projects to benefit the citizens of Bexar County which was accomplished through agreements between the Parties and by contracts with other governmental entities and private sector service providers; and

WHEREAS, through Texas Local Government Code, Section 561.003, Bexar County Commissioners Court may contract with SARA to carry out plans and programs for flood control projects; and

WHEREAS, County, City of San Antonio and SARA entered into an Interlocal Agreement in 2003 for the implementation of a Regional Management Program for unified and equitable flood control, drainage, and storm water management; and

WHEREAS, County has selected the project described herein from the Regional Management Program; and

WHEREAS, County desires to improve Calaveras 8 (SA-41), such improvements being designated herein as “Project”, which is owned by SARA; and

WHEREAS, County will fund the Project through receipt of final invoice from construction contractor and provide program management and engineering through the design phases; and

WHEREAS, SARA will provide project management for the bid/advertising phase and construction phase; and

WHEREAS, upon Substantial Completion, SARA will maintain and operate the Project; and

WHEREAS, the Parties desire to establish the rights and obligations of the Parties with regard to the Project;

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the undersigned Parties agree to the terms and conditions set out below.

**ARTICLE I**  
**RECITALS**

1.01 The foregoing recitals are incorporated into the terms of this Agreement and shall be binding on the Parties.

**ARTICLE II**  
**PURPOSE AND TERM**

- 2.01 The purpose of this Agreement is to establish the terms and conditions for designing, managing, constructing, maintaining and funding the Project.
- 2.02 Except as otherwise provided herein, this Agreement shall commence upon the execution date of the last signatory party to the Agreement and terminate upon Final Acceptance of the Project.
- 2.03 All financial obligations of the Parties provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations. Neither Party, nor its officials, employees, attorneys, nor any other individual acting on behalf of a Party are authorized to make any representation as to whether any appropriation will be made by that Party. The failure of a Party to appropriate sufficient funds shall not cause that Party to be in default or in breach of this Agreement; provided, however the other Party shall have the right to terminate this Agreement in the event of such failure to appropriate sufficient funds.

**ARTICLE III**  
**DESIGNATION OF REPRESENTATIVES**

- 3.01 County hereby appoints the Executive Director of the Bexar County Infrastructure Services Department ("County Project Director"), as its representative under this Agreement. County's Project Director shall be the primary point of contact for SARA unless County's Project Director delivers to SARA, in writing, a notice designating another individual as Project Director.
- 3.02 SARA hereby appoints its Engineering Manager, as its designated representative under this Agreement ("SARA's Designated Representative"). Should SARA's Designated Representative appoint another individual to act as SARA's Designated Representative, SARA shall notify County of same in writing. SARA's Designated Representative shall be the primary point of contact for County.

**ARTICLE IV**  
**DEFINITIONS**

- 4.01 Substantial Completion is the date, certified by County, County's design professional and SARA's Designated Representative, as stated in Article 3.02, that the contractor has reached that stage of completion when SARA and County accept use of the Project for its intended purposes, even though there are punch list items that are not completed.
- 4.02 Project Costs include SARA's fees and expenses for project management and compensation for third parties hired by SARA. It also includes fees and expenses that County will pay to consultants or contractors that County hires directly for this Project.

**ARTICLE V**  
**PARTIES' FINANCIAL COMMITMENT**

- 5.01 County shall pay for all Project Costs from commencement through receipt of final invoice from construction contractor, including consulting fees for design and construction documents, architectural and engineering fees, surveying, permitting, project management and construction.

- 5.02 The Parties anticipate that SARA shall have no financial contribution for Project Costs from commencement through receipt of the final invoice from the construction contractor. County shall only compensate SARA for its project management services and for costs associated with the bid/advertising phase and the construction phase as stated in the Level of Effort, incorporated herein and attached as Exhibit A.
- 5.03 If SARA desires to incorporate additional improvements to County's proposed Project improvements which will increase the cost of the Project, SARA will be responsible for such costs. Any modifications to the design or scope of services of the Project proposed by SARA which will result in a financial commitment to the Project by SARA prior to acceptance of the Project must first be approved in writing by SARA's Designated Representative. SARA shall then obtain approval from its governing body of the modifications as well as the financial commitment. Likewise, any modifications to the design or scope of services of the Project proposed by County which will increase the total cost of the Project for County must be approved in writing by County's Project Director and County's Project Director shall then obtain approval from its governing body.
- 5.04 Following Substantial Completion of the Project, SARA shall be responsible for all costs associated with operating and maintaining the Project, but not Project Costs.
- 5.05 SARA shall provide project management services until the final invoice has been received from the construction contractor.

**ARTICLE VI**  
**OBLIGATIONS OF COUNTY**

- 6.01 County will manage, oversee, administer and carry out all of the activities and services required through the detailed design phase of the Project.
- 6.02 County shall hire consultants ("County's Consultant") to provide engineering and design services for the Project. Attached to this Agreement as Exhibit C is the contract between the County and the County's Consultant. County's Consultant shall remain engaged through completion of the Project and County shall be responsible for managing and compensating the consultant.
- 6.03 County shall conduct public meetings, as needed, during the preliminary and detailed design phases to advise adjacent landowners of the scope of the Project and to determine landowners concerns.
- 6.04 During the preliminary and detailed design phases, County shall provide status presentations on the Project to SARA, as requested by SARA's Designated Representative. Once County has approved the design plans, County shall issue to SARA a notice to proceed. If, after SARA has commenced work, the plans need to be modified, SARA shall contact County and County shall notify County's Consultant. After County's Consultant has modified the plans, County shall timely review and approve before SARA proceeds.
- 6.05 County's consultants shall perform all necessary structural and environmental assessments and any and all necessary tests, reports and other pre-construction steps deemed necessary by County prior to the start of construction on the Project.

- 6.06 County shall have the right to review and approve change orders throughout the Project.
- 6.07 County has no obligation to fund the maintenance, operation or repairs of the Project after Substantial Completion.

**ARTICLE VII**  
**SERVICES AND OBLIGATIONS OF SARA**

- 7.01 SARA shall provide the Services described in the Statement of Work (SOW) attached as Exhibit B.
- 7.02 SARA shall enforce substantial compliance with the terms of the agreements with Project consultants, contractors, and subcontractors and require that work be continuously and diligently performed to achieve Substantial Completion on or before the scheduled date.
- 7.03 During the bid/advertising and construction phases of the Project, County's Designated Representative shall be given written notice at least 24 hours in advance of Project meetings in order that County may participate in those decisions.
- 7.04 SARA also agrees that County's Designated Representative and County staff participating in the Project shall be given access at all times to the Project site, subject to appropriate safety requirements.
- 7.05 SARA shall provide County Designated Representative with the schedule for permitting and construction of the Project (such schedule, as revised from time to time, with County being furnished copies of the revisions). The schedule shall establish a date for completion of each construction deliverable in sufficient detail to allow County to monitor the progress of the construction of the Project.
- 7.06 SARA's Designated Representative shall provide written notice to County's Designated Representative a minimum of ten (10) business days prior to the start of construction on the Project.
- 7.07 SARA shall review and approve plans, specifications and other submittals, including Preliminary (Engineering/Report) and Detailed Design Phase including the Final Submittal. County Project Director shall deliver to SARA's Designated Representative one (1) paper and one (1) Adobe Acrobat PDF file copy of each of the plans, specifications and other submittals for review and approval. If the plans and/or specifications, in SARA's determination, require modifications, corrections, alterations or additions, SARA's Designated Representative shall notify County's Project Director in writing within thirty (30) business days of receipt of the documents detailing the modifications necessary. County shall incorporate SARA's modifications upon negotiating the need for such changes. In such case, the Parties, their staff, and third party consultants, if requested, shall meet to make a final determination regarding SARA's modifications. If no comments are received by the County within thirty (40) calendar days, County will proceed with the Project with the understanding that SARA has approved the submittals as presented.
- 7.08 SARA's responsibilities. Pursuant to this Agreement, SARA shall perform and/or provide the following:
- a. during the preliminary and detailed design phases, SARA has a duty to provide general oversight of the work performed by County, and third parties hired by County, on the

Project and to provide written acceptance from SARA's Designated Representative of Project work in accordance with the terms herein.

- b. have SARA staff in attendance at each of the public meetings conducted by County on the Project to represent SARA's role in the Project. SARA should refer citizens with concerns regarding the Project to County's Project Director unless the issues pertain to SARA's past obligations for the existing drainage improvements or for future maintenance and operation of the Project improvements.
- c. as part of SARA's advisory and oversight role in the Project, SARA will provide County with prompt written notice whenever SARA staff observes, or otherwise becomes aware of: (i) any defect in the Project design or construction; (ii) any defect in the work performed by the County and/or consultants; or (iii) any development that adversely affects the scope or timing of the Project.
- d. assist County, when requested, in obtaining approvals and permits from governmental authorities having jurisdiction over the Project including providing any supporting documentation in SARA's possession which would aid County in preparing permit applications.
- e. provide County with data in the possession of SARA pertaining to the watershed within which the Project is located (i.e., maps, plans, field notes, statistics and computations).
- f. allow County to enter and remain on any land owned by SARA, or land which SARA owns an interest or a right, so that County can fulfill its duties pursuant to this Agreement, subject to appropriate safety requirements.
- g. SARA's Designated Representative shall issue written notice to County's Designated Representative when fifty percent (50%) of the total construction budget has been expended. County shall have fifteen (15) business days to inspect the Project work and the current construction documents and Project schedule. On or before the sixteenth (16<sup>th</sup>) business day following receipt of SARA's notice, County must provide SARA with written notice that the work appears, to the best of County's knowledge, to have been completed in accordance with the design and construction documents approved by the County. If County believes the work has not been completed in accordance with the design and construction documents, County must provide written notice to SARA's Designated Representative detailing the discrepancies between the design and construction documents and the Project work. County and SARA shall work together to determine whether the Project work has been performed in accordance with the design and construction documents. Within three (3) days of the date the Parties reach a resolution regarding the discrepancies, County shall provide a written approval of the Project work through that date.
- h. provide written acceptance of the improvement at Substantial Completion.
- i. provide normal maintenance at the Project construction site, unless the construction makes access or normal maintenance impractical.
- j. provide public work response (equipment and personnel) to emergencies caused by heavy rains, flooding, wind or storms at the Project construction site.

- k. within ninety (90) days after Substantial Completion of the Project, SARA shall deliver to County's Designated Representative a final construction report which shall set out the total costs incurred in connection with the Project.
- 7.09 During the bid/advertising and construction phases, SARA shall advise County about the Project and update County regarding the status of the Project at a minimum on a monthly basis, or more often if necessary.
- 7.10 SARA shall accept transfers of fee interests and easements from County at Substantial Completion.
- 7.11 The following obligations survive the termination of this Agreement and continue until the County bonds used to pay for the Projects have matured or are retired:
- a. SARA's responsibility to operate and maintain the Project;
  - b. SARA shall maintain records of regular maintenance and provide such records to County upon request; and
  - c. SARA shall allow County to inspect improvements to verify maintenance.
- 7.12 During the warranty period, SARA shall maintain the property according to written instructions provided by the contractor and the County so that warranties are not voided and SARA shall meet on a quarterly basis during the warranty period with County and contractor to address any warranty and maintenance issues.

**ARTICLE VIII**  
**PARTIES' RIGHTS UNDER THIRD PARTY CONTRACTS**

- 8.01 Each Party shall provide the other Party with copies of any requests for proposals ("RFPs"), requests for qualifications ("RFQs"), and invitations for bids ("IFBs") at a minimum of ten (10) business days prior to the issuance of same in order that the non-contracting Party may have the opportunity to modify the terms, or incorporate additional terms, pertaining to the Project. The non-contracting Party shall submit its modifications to those documents at a minimum of five (5) business days prior to issuance. All RFPs, RFQs, and IFBs shall reflect that both Parties are a third party beneficiary to contracts on the Project. Copies of all proposals and bids shall be furnished to each Party within a timely manner following receipt of all proposals and bids in order that the non-contracting Party may have adequate time to review same. Each Party may attend, if desired, meetings for review and evaluation of the proposals and bids.
- 8.02 County shall have the authority to contract on behalf of the Parties for all services necessary for the design of the Project.
- 8.03 Each Party shall provide the other Party with a fully executed copy of each contract entered into on the Project.
- 8.04 Contracts entered into on the Project shall include provisions reflecting:
- a. Statutorily required payment and performance bonds at no additional cost to the Parties. On services for which performance bonds are not statutorily required, SARA shall determine whether to require performance bonds.

- b. Both parties are third party beneficiaries.

**ARTICLE IX**  
**ADDITIONAL RESPONSIBILITIES**

- 9.01 County has, to the extent design work has been performed by County prior to execution of the Agreement, kept SARA informed about the Project design program elements.
- 9.02 SARA and County staff shall hold periodic conferences with third party consultants and contractors throughout the term of the Project in order that County and third party consultants and contractors may benefit from experience and knowledge of SARA and in order that the work is performed in compliance with the Parties' policies and standards.
- 9.03 For meetings between the Parties' staff and Project consultants, each Party shall provide the other Party with written (e.g.: letter, e-mail or fax) notice at least twenty-four (24) hours in advance, of the location, date, and time of all meetings in order that Party representatives may participate in the meetings.
- 9.04 Upon approval of this Agreement by the Parties, the Parties' designated representatives shall schedule a meeting to develop the procedures and processes necessary to coordinate the design and construction of the Project.
- 9.05 Each Party shall promptly notify the other Party, in writing of any suit, proceeding or action that is initiated or threatened in connection with the Project and promptly furnish the other Party with copies of all legal notices received regarding the Project, including, without limitation, notices from governmental authorities, notices from any party claiming default in any payment obligation, and any other notice not of a routine nature.
- 9.06 Both County and SARA shall participate in an inspection at Substantial Completion of the Project to identify the "punch list" items. County and SARA shall supervise and coordinate the completion of the punch list items. Both Parties shall participate in the final inspection upon punch list items being complete.
- 9.07 SARA shall ensure that Contractor provides SARA with the appropriate warranty letters.

**ARTICLE X**  
**COMPENSATION AND INVOICING**

- 10.01 The Total Not to Exceed Compensation allocated by County for the Project, inclusive of all fees that County will pay to third parties that County or SARA hires directly, is the sum of THOUSAND DOLLARS (\$000.00), inclusive of SARA's compensation for project management. The County shall pay SARA an amount up to the Total Not to Exceed Compensation of THOUSAND DOLLARS (\$XXX) for project management.
- 10.02 Reimbursement for SARA's expenses will be at cost without markup and are included in the Total Not to Exceed Compensation stated above.
- 10.03 Thirty days before each quarter, beginning with the quarter that starts January 1, 2012, SARA will prepare and submit to County quarterly estimates of Projects costs in monthly amounts based upon the Project schedule and budget estimates. County will

make quarterly payments to SARA in advance of each quarter in the amount of the quarterly estimates prepared by SARA. On a monthly basis, SARA shall submit duplicate original invoices to County Project Manager of direct and indirect costs incurred in constructing and managing the Project. Invoices shall describe the Services performed by SARA and the costs incurred in constructing and managing the Project in a form and detail mutually acceptable to County and SARA. The invoices shall include the total amount invoiced to date by SARA prior to the current invoice. Each invoice received for payment will be reviewed by County in order to monitor SARA for financial compliance with this Agreement. Invoices submitted by SARA in proper form and approved shall be paid by County in accordance with the provisions of Chapter 2251 of the Texas Government Code unless otherwise specified in the Agreement. SARA shall submit an invoice for its program management fees and costs and forward invoices SARA receives from third-parties, together with a statement from SARA stating that it has reviewed the invoice and that the amount of compensation the third party is requesting has been earned. Subsequent quarterly advance payments will be adjusted to reflect differences in monthly estimates included in the quarterly estimates and the actual monthly costs. This quarterly advance payment provision does not abrogate County's authority to approve the actual monthly invoices.

- 10.04 In the event County conducts an audit of SARA's and/or its Subcontractors' records and documents associated with the Services and/or Deliverables and the related billings for same, under Article XI of this Agreement, and determines using standard accounting practices, that certain funds paid by County to SARA were unearned, SARA shall pay County for the unearned funds within thirty (30) days of receiving written notice from County detailing County's findings.

**ARTICLE XI**  
**AUDIT**

- 11.01 County reserves the right to conduct, or cause to be conducted an audit of all funds received or disbursed under this Cooperative Agreement at any and all times deemed necessary. County's staff, a Certified Public Accounting firm, or other auditors as designated by County, may perform such audit(s). SARA agrees to make available to the County all books, records, documents and reports with respect to matters covered by this Cooperative Agreement.

**ARTICLE XII**  
**CONTRACTING**

- 12.01 For portions of the Project undertaken by SARA, it shall comply with State Procurement Laws applicable to the entity and the County's Administrative Policy No. 8, Small, Minority and Women-Owned Business Enterprise (SWMBE) Program for the Procurement of all County Offices, Departments, Funded Entities and Facilities in the areas of Commodities, Equipment, Professional Services, Maintenance and Construction, adopted by Bexar County August 24, 2004, in the award of contracts.

**ARTICLE XIII**  
**INSURANCE**

13.01 SARA shall require the following insurance and coverages from consultants, subconsultants, contractors and subcontractors on the Project:

- a. Broad form comprehensive general liability insurance of ONE MILLION DOLLARS (\$1,000,000.00), aggregate coverage, with ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury, each occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for property damage, each occurrence.
- b. Business comprehensive automobile liability insurance (hired/non-owned/owned auto liability) of ONE MILLION DOLLARS (\$1,000,000.00), aggregate coverage, with ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury, each occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for property damage, each occurrence.
- c. Excess Liability with coverage for errors and omissions insurance of ONE MILLION DOLLARS (\$1,000,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall have an Extended Reporting Period (or tail coverage) extending for a minimum of two (2) years following immediately upon the effective date of the policy expiration.
- d. Statutory worker's compensation insurance for all employees at the statutory limit with a waiver of subrogation in favor of County and SARA.
- e. SARA shall require its contractors and subcontractors to include County and SARA as named insured on all the contractor's insurance policies.

13.02 SARA shall procure, pay for, and maintain during the term of this Agreement comprehensive general liability insurance or intergovernmental risk management fund coverage of ONE MILLION DOLLARS (\$300,000.00), aggregate coverage. In addition, SARA shall maintain ONE MILLION DOLLARS (\$300,000.00) errors and omissions insurance or equivalent intergovernmental risk management fund coverage. SARA shall also maintain commercial/business automobile liability insurance or intergovernmental risk management fund coverage with a combined single limit for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$100,000.00), each occurrence, with respect to vehicles owned, hired, and non-owned vehicles assigned to, or used in the performance of the work of SARA under this Agreement.

- a. SARA shall name County as an additional insured for its comprehensive general liability coverage and its automobile liability coverage. SARA shall provide County with Certificates of Insurance or intergovernmental risk management fund coverage prior to the execution of this Agreement evidencing that the required coverage has been obtained.
- b. SARA shall provide and maintain, at its expense, Worker's Compensation Insurance, as required by law, with a waiver of subrogation in favor of County, and agree to provide a Certificate of Insurance or intergovernmental risk management fund coverage to County upon execution of this Agreement.
- c. SARA shall provide County with thirty (30) days written notice of cancellation or material change to its policies or intergovernmental risk management fund coverage.

13.03 SARA shall provide County with the Certificates of Insurance and endorsements or intergovernmental risk management fund coverage prior to approval of this Agreement by Bexar County Commissioners Court evidencing that the stated coverages have been obtained and County has been named as an additional insured on the commercial general liability insurance coverage, the automobile liability insurance coverage (hired/non-owned/auto liability), and the excess liability policy or intergovernmental risk management fund coverage. SARA shall provide an endorsement from its insurer or intergovernmental risk management fund coverage confirming that County has the added protection as an additional insured.

- 13.04 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by County, SARA shall notify County of such and shall give such notices not less than thirty (30) days prior to the change, if SARA knows of said change in advance, or ten (10) days notice after the change, if SARA did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance or intergovernmental risk management fund coverage. All notices shall be given to County at the following address:

Bexar County Risk Manager  
Bexar County Auditor's Office  
101 W. Nueva, Suite 800  
San Antonio, Texas 78205

- 13.05 It is agreed that SARA's insurance or intergovernmental risk management fund coverage shall be deemed primary with respect to any insurance or self insurance carried by County for liability of SARA arising out of operation under this Agreement.
- 13.06 SARA, and its Subcontractors, shall be responsible for all premiums and deductibles under their respective insurance policies or intergovernmental risk management fund coverage required in this Article. The insurance company(ies) issuing the policy or policies shall have no recourse against County for payment of any premiums or for assessments under any form of policy.

#### **ARTICLE XIV** **INDEMNIFICATION**

- 14.01 In the contracts that a Party executes for this Project, other than this Cooperative Contract, that Party shall require a provision that requires the consultant, contractor or their subconsultants or subcontractors to indemnify and hold the other Party, its elected officials, employees, and agents harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including attorney's fees and costs of defense) proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or caused by the consultant, contractor or their subconsultants or subcontractors, whether an act, error or omission, while in the exercise or performance of the services under the agreement.

#### **ARTICLE XV** **ADVERSARIAL PROCEEDINGS**

- 15.01 The Parties agree that under no circumstances will the funds received under this Cooperative Agreement be used, either directly or indirectly, to pay costs or attorney's fees incurred in any adversarial proceeding against any Party or any other public entity.

#### **ARTICLE XVI** **ASSIGNMENT**

- 16.01 No Party may assign or transfer its interest in this Cooperative Agreement or any portion thereof without the written consent of the governing bodies of each of the Parties. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

#### **ARTICLE XVII**

**DEFAULT**

- 17.01 In the event of a material breach of this Agreement, the non-breaching party shall give the breaching party written notice of such breach which shall detail the nature of the breach. The party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the satisfaction of the non-breaching party by the end of the thirty (30) day period, the non-breaching party may give written notice of termination to the breaching party and seek to recover damages.
- 17.02 Notwithstanding Section 17.01, a Party may terminate this Agreement, in whole or in part, at any time and for any reason without penalty upon at least thirty (30) days' prior written notice of termination to the other Party specifying the effective date of the termination.

**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

- 18.01 This Agreement, including the exhibit, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. If there is a conflict between or among the provisions of this agreement and any of the following items, the order of precedence shall be as follows: (a) the Agreement, and (b) the exhibit to the Agreement.

**ARTICLE XIX**  
**LEGAL CONSTRUCTION**

- 19.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XX**  
**COMPLIANCE WITH LAWS AND ORDINANCES**

- 20.01 Both Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

**ARTICLE XXI**  
**TEXAS LAW TO APPLY**

- 21.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

**ARTICLE XXII**  
**AMENDMENT**

- 22.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties hereto.

**ARTICLE XXIII**  
**NOTICES**

23.01 All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides an address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: Bexar County Judge  
Bexar County Commissioners Court  
Paul Elizondo Tower  
101 W. Nueva, Suite 1019  
San Antonio, Texas 78205

With a copy to: Director of Public Works  
Bexar County Infrastructure Services Department  
233 N. Pecos, Suite 420  
San Antonio, Texas 78207

If to SARA: General Manager  
San Antonio River Authority  
P.O. Box 839980  
San Antonio, Texas 78283-9980

With a copy to: Engineering Manager  
San Antonio River Authority  
P. O. Box 839980  
San Antonio, Texas 78283-9980

**ARTICLE XXIV**  
**FORCE MAJEURE**

24.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control including acts of God, strikes or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

**ARTICLE XXV**  
**MULTIPLE COUNTERPARTS**

25.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

**COUNTY OF BEXAR**

**SAN ANTONIO RIVER AUTHORITY**

By: \_\_\_\_\_  
NELSON W. WOLFF  
County Judge

By: \_\_\_\_\_  
SUZANNE B. SCOTT  
General Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
GERARD C. RICKHOFF  
County Clerk

\_\_\_\_\_  
STEPHEN T. GRAHAM  
Assistant Secretary

APPROVED AS TO LEGAL FORM:

SUSAN D. REED  
Criminal District Attorney  
Bexar County, TX

BY: \_\_\_\_\_  
JILL TORBERT  
Assistant District Attorney  
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

BY: \_\_\_\_\_  
SUSAN YEATTS  
County Auditor

BY: \_\_\_\_\_  
DAVID SMITH  
County Manager

APPROVED:

BY: \_\_\_\_\_  
RENEE D. GREEN, PE  
Director of Public Works/County Engineer

**Exhibit List**

- Exhibit A - - Level of Effort
- Exhibit B Scope of Work
- Exhibit C – County’s Consultant’s Contract



## Calaveras Dam #8 Increase Detention (SA-41)

### SCOPE OF SERVICES

SARA shall provide the following services for Calaveras Dam #8 (Project):

#### **A. Advertisement and Bidding Phase**

SARA shall advertise the Project as follows:

- a. Project must advertise in the Newspaper (San Antonio Express News, La Prensa) for two consecutive Sundays.
- b. Conduct a Pre-Bid Meeting to be held the Tuesday immediately following the Second Advertisement.
- c. Project questions will be accepted until the following Friday immediately after the Pre-Bid Meeting. Questions received by SARA shall be delivered to the County Design Consultant for further process.
- d. An addendum completed by the County Design Consultant will be issued by SARA the following Wednesday after the question period ends.
- e. SARA will have the bids opened 10 calendar days after the addendum is issued

#### **B. Award Phase**

After the bids are opened, SARA shall deliver the bids to the County Design Consultant for review and written recommendation. The County Design Consultant will review and tabulate the properly submitted bids for completeness and accuracy.

SARA will take the lowest responsible bidder to its Board of Directors for award of bid.

#### **C. Pre-Construction Phase**

After award, SARA shall perform the following:

- a. Pre-Construction Meeting Conference
  - i. Conduct the Pre-Construction Meeting Conference (usually within 30 days of awarding the contract)
  - ii. SARA shall have the Contractor, Inspectors, County Design Consultant, Quality Assurance Testing Lab, and County Program Staff to attend this meeting.
  - iii. Meeting minutes will be completed by the County Design Consultant, sent to the SARA Construction Manager (CM) and Inspector (SARA's or third party's) for review and comment, and then submitted for incorporation as the official meeting minutes. The meeting minutes must be transmitted to all the attendees within **3-5 Days** of the meeting.
  - iv. COUNTY shall provide the following items to SARA and the Contractor at the Pre-Construction Meeting Conference:
    1. Copy of the Original Signed Contract (If they do not already have it)
    2. A CD with the following items on the disk:



- a. Plans
- b. Project Manual
- c. Permits
- d. Contractor Forms
- e. Sign Layout Dimensions/Information

- b. Notice to Proceed  
SARA shall issue the written Notice To Proceed to perform construction once the Contractor has submitted an approved Baseline Schedule and Safety Plan. This may or may not be issued at the Pre-Construction Meeting.
- c. Submittals  
All submittals are required to be submitted in accordance with the Contract Documents. The following procedure shall be followed:
  - a. Contractor submits information to SARA CM. County Design Consultant (with County oversight) will review and provide recommendation back to SARA
  - b. SARA to submit response back to Contractor
    - i. If there is a disagreement, SARA CM, County Design Consultant, County and Contractor will meet to discuss
  - c. A submittal register will be maintained by SARA that tracks all submittals from Contractor. The Contractor is required to maintain a Submittal Register and supply updates to SARA.
- d. Permits  
The Contractor is required to submit to SARA copies of all required permits that they must obtain to perform the work. Any permit that was obtained during the design phase or obtained by the County will be provided to the Contractor.

#### **D. Construction Phase**

SARA shall coordinate:

- a. Weekly/Bi-weekly Progress Meeting that provides updates on the Project and current and future issues that may arise. These meeting will be held either weekly or bi-weekly. The Contractor will be responsible for preparation and distribution of the meeting minutes.
- b. Monthly Progress and Payment Meeting – will be used to generate the invoice for the Project. This meeting will also supply a forecast for the month and an updated schedule will be submitted at the same time. SARA, County Design Consultant, Contractor, Inspectors, and Material Testing Firm shall attend this meeting.
- c. SARA shall collect Certified Payroll and review it to ensure that the Contactor and Subcontractors are paying the Davis Bacon wages that are outlined in the Contract Documents.
- d. SARA CM shall review all Request for Information (RFI) as follows:



- i. Changes in Site Condition/Plans – RFI's will be generated by the Contractor and submitted to the SARA CM. SARA CM will send the RFI to the County Design Consultant who will make a recommendation for either approval or rejection. The County Design Consultant will then return their recommendation to SARA and utility companies (if necessary). Upon final acceptance of County Design Consultant's recommendation by SARA and utility companies (if necessary); the RFI is sent back to the Contractor.
  - ii. Modification to Contract if Required – SARA CM and the County Design Consultant will discuss and generate the scope of work for the Project modification. SARA will send the SOW to the Contractor for a pricing proposal. Upon receipt of the proposal from the Contractor and approval by County, SARA will start the process for amending the contract.
- e. SARA CM shall review all invoices. Invoicing shall be conducted as follows:
- i. Monthly Progress Payment (Invoices) – will be prepared by the Contractor for review at the monthly meeting. Once reviewed, the invoice will be sent to SARA CM for approval and then forwarded to the County Design Consultant, County Design Consultant will make a recommendation to County as to whether to pay or withhold payment. Retainage will be held in accordance with the construction contract in the amount of 5% of the monthly invoice.  
Contractor invoices are due to SARA Finance Department no later than the 10<sup>th</sup> of for the month following the current month's work. After SARA CM approves the invoice, SARA Finance will process payment to the Contractor within 15 days, then bill the County by the end of the following month.
  - ii. Materials on Hand Invoices – will only be made if the material is located on site or in an approved secure storage area and proof of payment is supplied with the invoice as back up. The payment for material on hand will not be more than 60% of any bid item that is for installation and procurement of the materials.
  - iii. Project Status reports are required to be attached with the invoices when submitted to the County in accordance with the Project Manual.

## **E. INSPECTION SERVICES**

SARA or a third party hired by SARA shall perform the following inspection services:

- a. Construction Administration Services
  - i. Provide lab coordination, review invoices to verify accuracy, and coordinate shop drawing/submittal reviews and approvals process. Review testing lab report results for compliance with the contract and provide written notification to the Contractor and County of failures within



- 24 hours of receipt of the results. Assurance Testing will be performed at a rate of approximately 50% of normal job acceptance testing. Testing will serve as SARA verification of Contractor's testing.
- ii. Inspect Contractor operations to verify compliance with plan and specification requirements.
  - iii. Review the Contractor's CPM schedule monthly and verify compliance with the specifications associated with the Project. Based upon information supplied by the construction Contractor, review and coordinate red-lined, as built, drawings per the specifications throughout the duration of the contract. The schedule format shall be as required by the County.
  - iv. Review and certify the Contractor's monthly pay estimates of work performed associated with the Project.
  - v. Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the Project will be submitted to the County for review and approval.
  - vi. Review Contractor's request for time extensions and submit findings and recommendations to the County.
  - vii. Review, make recommendations to Contractor Requests for Information (RFI) and submittals. Coordinate with County and County's Design Consultant.
  - viii. Provide review of Contractor's claims for additional compensation for extra work and submit findings and recommendations to the County and County's Design Consultant. If there is a dispute, assist the County in preparation and documentation of factual evidence for hearings or litigation.
  - ix. Maintain job site files for correspondence, COs, submittals, and RFIs.
  - x. Attend utility coordination meetings with the Contractor, County and utility owners.
  - xi. Participate in the Pre-Construction Meeting to establish appropriate lines of communication and pre-construction requirements associated with the Project with the construction Contractor.
  - xii. Coordinate with the Contractor to schedule construction meetings to address the current status of Contractor's work schedule, outstanding issues, submittals, shop drawings, and COs.

**b. Field Observation/Inspection**

- i. Maintain Project diary documenting daily construction activities, weather conditions, time charges and Contractor's resources as well as any Project specific information associated with the Project. This diary will also incorporate any contract items of observation and decisions associated with the construction of the Project.
- ii. Observe and monitor Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and verify acceptable material is incorporated into the work.



- iii. Verify Contractor has obtained necessary permits.
- iv. Review Contractor's daily quantities of work completed.
- v. Complete daily construction activity reports.
- vi. Notify County, immediately in the event of an on-site accident.
- vii. Provide a monthly update of Project significant activities and vital statistics to include time expended, cost of work in place, anticipated completion date and other information as requested by the County.
- viii. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting, and as-built drawings.
- ix. Monitor utility owner's relocation construction for compliance with County / City permits.
- x. Monitor Contractor's Traffic Control Plan for compliance with plans and specifications.
- xi. Coordinate material testing needs with Contractor's schedule and schedule required tests with assigned laboratory coordinator. Verify test frequencies and adhere to sampling frequencies as outlined by assigned lab coordinator.
- xii. Review test reports for accuracy and material compliance. Maintain filing system for test reports.
- xiii. Prepare digital photographic Project documentation to include individual activities and overall progress as well as impacts to the public.
- xiv. Review and validate Contractor videos and photographs taken in accordance with the construction contract.
- xv. Attend all construction, utility coordination and scheduling meetings.
- xvi. Monitor and document construction rain days, make monthly reports to the County, and make recommendations for time extensions as appropriate.
- xvii. Conduct substantial completion inspection, prepare the Project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications.

**c. Material Testing**

- i. SARA shall contract with a third party to provide Quality Assurance testing. The firm shall sample at a rate of up to 50% of the Quality Control testing requirements.
- ii. Quality Control testing is the Contractors responsibility and the results must be submitted as a submittal.
- iii. The Project Inspector is required to review the Material Testing invoices and results and will recommend approval of the invoices to SARA and County.

**d. Pre-Final Inspection**

- i. Punch Lists – will be generated by SARA CM, County Design Consultant and County with the SARA Inspector signing off on the punch list.
- ii. The Contractor will notify the SARA inspector and SARA CM, County Design Consultant and County when the Pre-Final Punch List is complete and the site will be inspected to make sure that the punch list was completed prior to having the final inspection.



**e. Final Inspections**

Final acceptance – SARA CM, County Design Consultant, County and the SARA Inspector will inspect the site prior to giving final acceptance.

**F. Project Closeout**

SARA shall follow the procedures outlined below for Project Closeout:

a. Closeout Process – The Project has reached completion when SARA can occupy or utilize the Project for its intended purpose. Upon agreement of the Project status, the SARA CM shall gather all required Project documents (including contracts, Field Alteration Requests, etc.) for preparation of Project closeout, including:

- All invoices received and paid during the term of the Project incorporated into a table summarizing Project expenditures.
- Each bid item reviewed to confirm that they have been completed and balance accordingly.
- Obtain Lien Releases from all third-parties. The execution of this document certifies that they have paid and satisfied all obligations for all materials, equipment, work, labor or any services performed.
- Prepare and complete the standard Bexar County AFC and FAR form, along with Project closeout documentation and send to County for further processing. SARA CM shall have the following items completed:
  - Punch List (all known details of the Project are resolved and there are no incomplete tasks)
  - Receipt of As-Built Drawings (Record Drawings) from Contractor and the DC
  - Substantial Completion Form
  - Certificate of Final Completion
  - Application for Final Payment
  - Release of Lien
  - Consent of Surety
- Upon receipt of authorization from Commissioner's Court to close out the Project – prepare and submit the final invoice for SARA and all third-parties.

SARA to obtain all Lien Releases with the final invoice from the Contractor prior to the Contractor receiving final payment.

**San Antonio River Authority  
Procurement for Janitorial Services IFB  
Bid Tabulation**

Vendor Name	Current Costs	Advanced Janitorial Services	Alamo City Cleaning Solutions	American Facility Services	Apex Limited	ASG	Ashlar Service Group	C&S Janitorial	Ceiling Pro Of San Antonio LLC	CHOE Enterprises	ConCor USA
<b>Monthly Charges</b>											
100 E Guenther	\$ 2,600.00	\$ 2,750.00	\$ 1,950.00	\$ 1,550.00	\$ 2,750.00	\$ 1,899.00	\$ 1,725.00	\$ 2,065.00	\$ 2,200.00	\$ 1,662.51	\$ 2,993.00
600 E Euclid	\$ 2,600.00	\$ 2,750.00	\$ 1,950.00	\$ 1,650.00	\$ 2,933.00	\$ 1,959.00	\$ 1,824.00	\$ 2,250.00	\$ 2,200.00	\$ 1,979.04	\$ 3,520.00
1720 FM1516 N	\$ 563.33	\$ 625.00	\$ 563.33	\$ 970.00	\$ 985.00	\$ 669.00	\$ 713.00	\$ 675.00	\$ 950.00	\$ 1,282.52	\$ 673.00
<b>Total Monthly Charges</b>	\$ 5,763.33	\$ 6,125.00	\$ 4,463.33	\$ 4,170.00	\$ 6,668.00	\$ 4,527.00	\$ 4,262.00	\$ 4,990.00	\$ 5,350.00	\$ 4,924.07	\$ 7,186.00
<b>Annual Charges</b>	\$ 69,159.96	\$ 73,500.00	\$ 53,559.96	\$ 50,040.00	\$ 80,016.00	\$ 54,324.00	\$ 51,144.00	\$ 59,880.00	\$ 64,200.00	\$ 59,088.84	\$ 86,232.00
<b>Annual Charges without 1720 FM1516N</b>	\$ 62,400.00	\$ 66,000.00	\$ 46,800.00	\$ 38,400.00	\$ 68,196.00	\$ 46,296.00	\$ 42,588.00	\$ 51,780.00	\$ 52,800.00	\$ 43,698.60	\$ 78,156.00

<b>Quarterly Charges</b>											
Window Cleaning at 100 E Guenther	\$ -	\$ 650.00	\$ -	\$ 150.00	\$ 100.00	\$ 1,430.00	\$ 158.00	\$ 250.00	\$ 300.00	\$ 750.00	\$ 270.00
Window Cleaning at 600 E Euclid	\$ -	\$ 500.00	\$ -	\$ 150.00	\$ 100.00	\$ 1,580.00	\$ 204.00	\$ 300.00	\$ 175.00	\$ 600.00	\$ 180.00
Window Cleaning at 1720 FM1516 N	\$ -	\$ 85.00	\$ -	\$ 75.00	\$ 48.00	\$ 600.00	\$ 25.00	\$ 100.00	\$ 75.00	\$ 400.00	\$ 120.00
<b>Quarterly Charges</b>	\$ -	\$ 1,235.00	\$ -	\$ 375.00	\$ 248.00	\$ 3,610.00	\$ 387.00	\$ 650.00	\$ 550.00	\$ 1,750.00	\$ 570.00
<b>Annual Charges</b>	\$ -	\$ 4,940.00	\$ -	\$ 1,500.00	\$ 992.00	\$ 14,440.00	\$ 1,548.00	\$ 2,600.00	\$ 2,200.00	\$ 7,000.00	\$ 2,280.00

<b>Semi-Annual Charges (per square foot)</b>											
	per instance					per instance					
Strip, wax and buff all floors at 100 E Guenther	\$ -	\$ 0.19	\$ -	\$ 200.00	\$ 0.0925	\$ 0.44	\$ 200.00	\$ 0.25	\$ 0.12	\$ 0.18	\$ 0.20
Strip, wax and buff all floors at 600 E Euclid	\$ -	\$ 0.19	\$ -	\$ 200.00	\$ 0.0915	\$ 0.41	\$ 217.00	\$ 0.25	\$ 0.12	\$ 0.18	\$ 0.20
Strip, wax and buff all floors at 1720 FM1516 N	\$ -	\$ 0.19	\$ -	\$ 100.00	\$ 0.10	\$ 0.46	\$ 1,176.00	\$ 0.25	\$ 0.12	\$ 0.18	\$ 0.20
Shampoo all carpets at 100 E Guenther	\$ -	\$ 0.19	\$ -	\$ 200.00	\$ 0.05	\$ 0.25	\$ 1,980.00	\$ 0.15	\$ 0.10	\$ 0.16	\$ 0.18
Shampoo all carpets at 600 E Euclid	\$ -	\$ 0.19	\$ -	\$ 200.00	\$ 0.0475	\$ 0.25	\$ 2,280.00	\$ 0.15	\$ 0.10	\$ 0.16	\$ 0.18
Shampoo all carpets at 1720 FM1516 N	\$ -	\$ 0.19	\$ -	\$ 100.00	\$ 0.07	\$ 0.25	\$ 125.00	\$ 0.15	\$ 0.10	\$ 0.16	\$ 0.18

<b>Attachments</b>											
Acknowledgement of Amendment 1		x	x	x	x	x	x	x	x	x	x
Insurance Certificate Attached		x	x	x	x	x	x	x	x	x	
Small Business Form Attached		x	x	x	x	x	x	x	x	x	x
Affirmation Attached		x	x	x	x	x	x	x	x	x	x
Reference Sheet Attached		x	x	x	x	x	x	x	x	x	x

<b>Total Annual Charges (without Semi-Annual)</b>	\$ 69,159.96	\$ 78,440.00	\$ 53,559.96	\$ 51,540.00	\$ 81,008.00	\$ 68,764.00	\$ 52,692.00	\$ 62,480.00	\$ 66,400.00	\$ 66,088.84	\$ 88,512.00
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**San Antonio River Authority  
Procurement for Janitorial Services IFB  
Bid Tabulation**

Vendor Name	Current Costs	Coverall	CT Maintenance	EQUIP Enterprises	Go Professional Environmental	H&T Cleaning Crew	Hospital Klean of Texas	International Building Service	James Enterprise	Maldonado Nursery & Landscaping	Member's Building Maintenance
<b>Monthly Charges</b>											
100 E Guenther	\$ 2,600.00	\$ 4,076.00	\$ 2,325.00	\$ 2,432.49	\$ 2,031.12	\$ 2,447.50	\$ 2,414.99	\$ 2,050.00	\$ 2,325.00	\$ 3,092.00	\$ 1,780.00
600 E Euclid	\$ 2,600.00	\$ 4,443.00	\$ 2,395.00	\$ 2,548.85	\$ 2,031.12	\$ 2,670.00	\$ 2,633.14	\$ 2,100.00	\$ 2,425.00	\$ 3,200.00	\$ 1,940.00
1720 FM1516 N	\$ 563.33	\$ 1,357.00	\$ 525.00	\$ 1,196.13	\$ 334.15	\$ 1,260.00	\$ 789.63	\$ 502.00	\$ 810.00	\$ 1,417.00	\$ 585.00
<b>Total Monthly Charges</b>	<b>\$ 5,763.33</b>	<b>\$ 9,876.00</b>	<b>\$ 5,245.00</b>	<b>\$ 6,177.47</b>	<b>\$ 4,396.39</b>	<b>\$ 6,377.50</b>	<b>\$ 5,837.76</b>	<b>\$ 4,652.00</b>	<b>\$ 5,560.00</b>	<b>\$ 7,709.00</b>	<b>\$ 4,305.00</b>
<b>Annual Charges</b>	<b>\$ 69,159.96</b>	<b>\$ 118,512.00</b>	<b>\$ 62,940.00</b>	<b>\$ 74,129.64</b>	<b>\$ 52,756.68</b>	<b>\$ 76,530.00</b>	<b>\$ 70,053.12</b>	<b>\$ 55,824.00</b>	<b>\$ 66,720.00</b>	<b>\$ 92,508.00</b>	<b>\$ 51,660.00</b>
<b>Annual Charges without 1720 FM1516N</b>	<b>\$ 62,400.00</b>	<b>\$ 102,228.00</b>	<b>\$ 56,640.00</b>	<b>\$ 59,776.08</b>	<b>\$ 48,746.88</b>	<b>\$ 61,410.00</b>	<b>\$ 60,577.56</b>	<b>\$ 49,800.00</b>	<b>\$ 57,000.00</b>	<b>\$ 75,504.00</b>	<b>\$ 44,640.00</b>

<b>Quarterly Charges</b>											
Window Cleaning at 100 E Guenther	\$ -	\$ 175.00	x	\$ 244.23	\$ 800.00	x	\$ 600.00	\$ 225.00	x	\$ 1,500.00	\$ 625.00
Window Cleaning at 600 E Euclid	\$ -	\$ 422.00	x	\$ 244.23	\$ 750.00	x	\$ 800.00	\$ 200.00	x	\$ 1,200.00	\$ 255.00
Window Cleaning at 1720 FM1516 N	\$ -	\$ 565.00	x	\$ 111.01	\$ 400.00	x	\$ 300.00	\$ 60.00	x	\$ 300.00	\$ 120.00
<b>Quarterly Charges</b>	<b>\$ -</b>	<b>\$ 1,162.00</b>	<b>\$ -</b>	<b>\$ 599.47</b>	<b>\$ 1,950.00</b>	<b>\$ -</b>	<b>\$ 1,700.00</b>	<b>\$ 485.00</b>	<b>\$ -</b>	<b>\$ 3,000.00</b>	<b>\$ 1,000.00</b>
<b>Annual Charges</b>	<b>\$ -</b>	<b>\$ 4,648.00</b>	<b>\$ -</b>	<b>\$ 2,397.88</b>	<b>\$ 7,800.00</b>	<b>\$ -</b>	<b>\$ 6,800.00</b>	<b>\$ 1,940.00</b>	<b>\$ -</b>	<b>\$ 12,000.00</b>	<b>\$ 4,000.00</b>

<b>Semi-Annual Charges (per square foot)</b>		per instance		per instance		per instance		per instance			
Strip, wax and buff all floors at 100 E Guenther	\$ -	\$ 0.25	\$ 3,995.00	\$ 618.92	\$ 0.15	\$ 990.00	\$ 0.12	\$ 0.075	\$ 1,375.00	\$ 0.15	\$ 0.18
Strip, wax and buff all floors at 600 E Euclid	\$ -	\$ 0.25	\$ 4,250.00	\$ 645.27	\$ 0.15	\$ 1,080.00	\$ 0.12	\$ 0.075	\$ 1,650.00	\$ 0.15	\$ 0.18
Strip, wax and buff all floors at 1720 FM1516 N	\$ -	\$ 0.25	\$ 1,755.00	\$ 256.75	\$ 0.15	\$ 324.00	\$ 0.12	\$ 0.075	\$ 660.00	\$ 0.18	\$ 0.18
Shampoo all carpets at 100 E Guenther	\$ -	\$ 0.15	\$ 3,885.00	\$ 439.86	\$ 0.05	\$ 1,480.00	\$ 0.08	\$ 0.06	\$ 820.00	\$ 0.27	\$ 0.09
Shampoo all carpets at 600 E Euclid	\$ -	\$ 0.15	\$ 4,150.00	\$ 466.21	\$ 0.05	\$ 1,620.00	\$ 0.08	\$ 0.06	\$ 960.00	\$ 0.30	\$ 0.09
Shampoo all carpets at 1720 FM1516 N	\$ -	\$ 0.15	\$ 1,655.00	\$ 205.40	\$ 0.05	\$ 486.00	\$ 0.08	\$ 0.06	\$ 300.00	\$ 0.22	\$ 0.09

<b>Attachments</b>											
Acknowledgement of Amendment 1		x		x	x		x	x		x	x
Insurance Certificate Attached		x	x	x	x		x	x	x		x
Small Business Form Attached		x	x	x	x	x	x	x	x	x	x
Affirmation Attached		x	x	x	x	x	x	x	x	x	x
Reference Sheet Attached		x	x	x	x	x	x	x	x	x	x

<b>Total Annual Charges (without Semi-Annual)</b>	<b>\$ 69,159.96</b>	<b>\$ 123,160.00</b>	<b>\$ 62,940.00</b>	<b>\$ 76,527.52</b>	<b>\$ 60,556.68</b>	<b>\$ 76,530.00</b>	<b>\$ 76,853.12</b>	<b>\$ 57,764.00</b>	<b>\$ 66,720.00</b>	<b>\$ 104,508.00</b>	<b>\$ 55,660.00</b>
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**San Antonio River Authority  
Procurement for Janitorial Services IFB  
Bid Tabulation**

Vendor Name	Current Costs	Mendoza Maintenance	National Building Service	Northwest Cleaning Services	QTM Consultant LLC.	Radan LLC	TDC Services	Unified Service Associates	Villeda Building Service
<b>Monthly Charges</b>									
100 E Guenther	\$ 2,600.00	\$ 1,200.00	\$ 2,447.50	\$ 1,512.50	\$ 2,225.00	\$ 2,633.43	\$ 2,900.00	\$ 1,249.50	\$ 1,143.75
600 E Euclid	\$ 2,600.00	\$ 1,400.00	\$ 2,670.00	\$ 1,650.00	\$ 1,835.00	\$ 2,850.10	\$ 3,380.00	\$ 1,249.50	\$ 1,065.00
1720 FM1516 N	\$ 563.33	\$ 625.00	\$ 801.00	\$ 450.00	\$ 795.00	\$ 930.03	\$ 620.00	\$ 426.01	\$ 227.00
<b>Total Monthly Charges</b>	\$ 5,763.33	\$ 3,225.00	\$ 5,918.50	\$ 3,612.50	\$ 4,855.00	\$ 6,413.56	\$ 6,900.00	\$ 2,925.01	\$ 2,435.75
<b>Annual Charges</b>	\$ 69,159.96	\$ 38,700.00	\$ 71,022.00	\$ 43,350.00	\$ 58,260.00	\$ 76,962.72	\$ 82,800.00	\$ 35,100.12	\$ 29,229.00
<b>Annual Charges without 1720 FM1516N</b>	\$ 62,400.00	\$ 31,200.00	\$ 61,410.00	\$ 37,950.00	\$ 48,720.00	\$ 65,802.36	\$ 75,360.00	\$ 29,988.00	\$ 26,505.00

<b>Quarterly Charges</b>									
Window Cleaning at 100 E Guenther	\$ -	\$ 175.00	\$ 1,925.00	\$ 1,700.00	x	\$ 429.69	\$ 1,017.50	\$ -	\$ 1,900.00
Window Cleaning at 600 E Euclid	\$ -	\$ 225.00	\$ 770.00	\$ 1,200.00	x	\$ 468.75	\$ 540.00	\$ -	\$ 1,900.00
Window Cleaning at 1720 FM1516 N	\$ -	\$ 125.00	\$ 137.50	\$ 325.00	x	\$ 140.62	\$ 200.00	\$ -	\$ 50.00
<b>Quarterly Charges</b>	\$ -	\$ 525.00	\$ 2,832.50	\$ 3,225.00	\$ -	\$ 1,039.06	\$ 1,757.50	\$ -	\$ 3,850.00
<b>Annual Charges</b>	\$ -	\$ 2,100.00	\$ 11,330.00	\$ 12,900.00	\$ -	\$ 4,156.24	\$ 7,030.00	\$ -	\$ 15,400.00

<b>Semi-Annual Charges (per square foot)</b>									
					per instance				
Strip, wax and buff all floors at 100 E Guenther	\$ -	\$ 0.20	\$ 0.29	\$ 0.15	\$ 525.00	\$ 0.30	\$ 0.25	\$ 0.04	\$ 0.12
Strip, wax and buff all floors at 600 E Euclid	\$ -	\$ 0.20	\$ 0.29	\$ 0.15	\$ 365.00	\$ 0.30	\$ 0.25	\$ 0.03	\$ 0.12
Strip, wax and buff all floors at 1720 FM1516 N	\$ -	\$ 0.20	\$ 0.29	\$ 0.15	\$ 299.00	\$ 0.30	\$ 0.25	\$ 0.02	\$ 0.12
Shampoo all carpets at 100 E Guenther	\$ -	\$ 0.05	\$ 0.08	\$ 0.15	\$ 500.00	\$ 0.25	\$ 0.20	\$ 0.02	\$ 0.11
Shampoo all carpets at 600 E Euclid	\$ -	\$ 0.05	\$ 0.08	\$ 0.15	\$ 1,000.00	\$ 0.25	\$ 0.20	\$ 0.02	\$ 0.11
Shampoo all carpets at 1720 FM1516 N	\$ -	\$ 0.05	\$ 0.08	\$ 0.15	\$ 400.00	\$ 0.25	\$ 0.20	\$ 0.01	\$ 0.11

<b>Attachments</b>									
Acknowledgement of Amendment 1		x	x	x		x	x	x	x
Insurance Certificate Attached		x	x	x		x	x	x	x
Small Business Form Attached		x	x	x	x	x	x	x	x
Affirmation Attached		x	x	x	x	x	x	x	x
Reference Sheet Attached		x	x	x	x	x	x	x	x

<b>Total Annual Charges (without Semi-Annual)</b>	\$ 69,159.96	\$ 40,800.00	\$ 82,352.00	\$ 56,250.00	\$ 58,260.00	\$ 81,118.96	\$ 89,830.00	\$ 35,100.12	\$ 44,629.00
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## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between Brock Huffman ("Seller") and San Antonio River Authority ("Buyer"). This Agreement replaces and supercedes Agreement received by Murray Guaranty Title on October 12, 2011.

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:** 22.06 acres of land, more or less, out of the Jose De La Garza Survey, Abstract No. 14, Wilson County, Texas and being the same land described in the General Warranty Deed dated April 20, 2000 and recorded in Volume 1031, Page 697 of the Official Public Records of Wilson County, Texas, 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, or for defect of title or any other failure on the part of the seller, the Earnest Money shall be refunded to Buyer, and neither party shall have any further obligations hereunder.

2. *Earnest Money.* Buyer shall deposit with Murray Guaranty Title ("Title Company") the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (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, and shall not be returned to Buyer in the event that the Earnest Money (as hereinafter defined) is returned to Seller or 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. Because the property is being removed from the market for a period of time, if the transaction is not consummated, the Earnest Money shall be delivered by the Title Company to the seller, otherwise to the Buyer because of title defect or any failure on the part of the seller, but in any event Seller shall retain the Independent Consideration.

2. *Purchase Price.* The purchase price of the Property is TWO HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$288,000.00). Buyer to pay Seller's closing costs as set out in Paragraph 11 of Page 4 of this Agreement.

3. *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.

4. *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.

5. *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 A.

6. *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.

7. *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 22, 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 22, 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.

8. *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.

9. *Access.* Seller shall provide insurable legal access to the Property.

10. *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.

11. *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.

12. *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.

13. *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.

14. *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.

15. *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.

16. *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:

if to Seller:

Brock Huffman  
110 East Nueva  
San Antonio, Texas 78204  
(210) 226-3205 (phone)  
(210) 475-9447 (fax)

if to Buyer:

Claude Harding, Real Estate Manager  
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)

17. *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.

18. *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.

19. *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.

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

21. *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.

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

Exhibit A - Form of General Warranty Deed

23. *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.

24. *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.

25. *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.

26. *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.

27. *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:

San Antonio River Authority

\_\_\_\_\_  
Brock Huffman

By:

\_\_\_\_\_  
Suzanne B. Scott  
General Manager

**JOINDER BY TITLE COMPANY**

Murray Guaranty Title (i) acknowledges receipt of the Deposit described in Section 2 on \_\_\_\_\_, 2011 (the Commencement Date), and (ii) agrees to hold same in accordance with the terms of this Agreement.

Murray Guaranty Title

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

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

Escrow Officer

EXHIBIT A  
FORM OF GENERAL WARRANTY DEED

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

## GENERAL WARRANTY DEED

**Date:** November 2, 2011

**Grantor:** Brock Huffman and wife, Johanna Mena Dominguez

**Grantor's Mailing Address:** 110 East Nueva  
San Antonio, TX 78204

**Grantee:** SAN ANTONIO RIVER AUTHORITY

**Grantee's Mailing Address:** San Antonio River Authority  
P. O. Box 839980  
San Antonio, TX 78283-9980

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

**Property (including any** 22.06 acres of land, more or less, out of the Jose De La Garza Survey, Abstract No. 14, Wilson County, Texas and being that 22.06 acre tract as described in the General Warranty Deed recorded in Volume 1031, Page 697, of the Official Public Records of Wilson County, Texas, being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

**Reservations from Conveyance and Exceptions to Conveyance and Warranty:** None

**Exceptions to Conveyance and Warranty:** 1) Vol. 875, Page 95, Official Public Records of Wilson County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. 2) Terms and conditions of that certain mineral/royalty interest described in deed dated March 6, 1995, executed by David J. Aaron et ux to Tracey L. Kelly et al, recorded at Vol. 875, Page 95 of the Official Public Records of Wilson County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the Interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership of holder of such interest(s).

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 the 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.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Brock Huffman

\_\_\_\_\_  
Johanna Mena Dominguez

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS           §**  
**COUNTY OF BEXAR            §**

BEFORE ME, personally appeared Brock Huffman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**NOTARY PUBLIC** in and for State of Texas

**THE STATE OF TEXAS           §**  
**COUNTY OF BEXAR            §**

BEFORE ME, personally appeared Johanna Mena Dominguez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**NOTARY PUBLIC** in and for State of Texas

**AFTER RECORDING RETURN TO: Claude Harding, Real Estate Manager**  
**San Antonio River Authority**  
**P. O. Box 839980**  
**San Antonio, TX 78283-9980**

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**EXHIBIT "A"**

*(Survey being prepared in-house and will be inserted as Exhibit "A" before closing)*

**PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between Brock Huffman ("Seller") and San Antonio River Authority ("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:** 22.06 acres of land, more or less, out of the Jose De La Garza Survey, Abstract No. 14, Wilson County, Texas and being the same land described in the General Warranty Deed dated April 20, 2000 and recorded in Volume 1031, Page 697 of the Official Public Records of Wilson County, Texas, 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, <sup>or for deletion of title in any other</sup> and the Earnest Money shall be refunded to Buyer, and neither party shall have any further obligations hereunder.

*SB BK*

2. **Earnest Money.** Buyer shall deposit with Murray Guaranty Title ("Title Company") the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (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

*BH*  
*Because the property is being removed from the market for a period of time, because of title defect, any failure on the part of the Seller,*

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 ~~returned~~ 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 TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$235,000.00). *225,000.00 BH*

*Buyer to pay Seller closing costs BH*

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 A.

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 Condominium shall not be considered Permitted Exceptions and shall be satisfied by Seller on or before closing.

*Handwritten initials*

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 on ~~November 13, 2011~~ *December 22* 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 November 10, 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 Title Company 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 foregoing, 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. *Access.* Seller shall provide reasonable legal access to the Property.

11. *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"), to 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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:

**If to Seller:**

**Brock Huffman  
110 East Nueva  
San Antonio, Texas 78204  
(210) 226-3205 (phone)  
(210) 475-9447 (fax)**

**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)**

**18. *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.**

**19. *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.**

**20. *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.**

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

22. **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.

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

Exhibit A - Form of General Warranty Deed

24. **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.

25. **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.

26. **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.

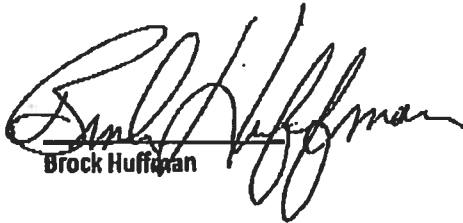
27. **Escrow.** The Earnest Money is deposited with Title Company with the understanding that Title Company is not (i) a party to this contract and does not have any liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the Earnest Money, and (iii) 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 disbursal 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.

28. *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:

  
Brock Huffman

BUYER:

San Antonio River Authority

By:   
Suzanne B. Scott  
General Manager

**JOINDER BY TITLE COMPANY**

Murray Guaranty Title (I) acknowledges receipt of the Deposit described in Section 2 on \_\_\_\_\_ 2011 (the Commencement Date), and (i) agrees to hold same in accordance with the terms of this Agreement.

Murray Guaranty Title

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

Name: \_\_\_\_\_  
Escrow Officer

Sep. 30. 2011 12:48PM

No. 0961 P. 11/14

... -----

**EXHIBIT A**  
**FORM OF GENERAL WARRANTY DEED**

**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: Brock Huffman**

**Grantor's Mailing Address:**

**110 E. Nueva, San Antonio, Texas 78204  
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):**

**22.06 acres of land, more or less, out of the Jose De La Garza Survey, Abstract No. 14, Wilson County, Texas and being that 22.06 acre tract as described in the General Warranty Deed recorded in Volume 1031, Page 697, of the Official Public Records of Wilson County, Texas, being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.**

**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.**

\_\_\_\_\_  
**Brock Huffman**

**STATE OF TEXAS )**

**COUNTY OF BEXAR )**

**Before me, the undersigned notary public, on \_\_\_\_\_, 2011 personally appeared Brock Huffman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.**

\_\_\_\_\_  
**Notary Public, State of Texas**  
**My commission expires: \_\_\_\_\_**

Sep. 30. 2011 12:48PM

No. 0961 P. 14/14

**AFTER RECORDING RETURN TO:**

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