

**SOLICITATION NO: R-09-028-MR**

**REQUEST FOR OFFERS**

**AGRICULTURAL LEASES IN UVALDE COUNTY**

**Release Date December 08, 2009**

**DEADLINE: JANUARY 5, 2009 @ 3:00 PM CENTRAL TIME**

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I. GENERAL INFORMATION

a. OBJECTIVE

The San Antonio Water System (SAWS) is seeking offers for leases to be utilized for agricultural uses by selected tenants.

b. BACKGROUND

SAWS is the largest water utility in Bexar County serving more than one million citizens to provide water, wastewater, recycled water, as well as heating and cooling services. Essential to meeting SAWS goals is proper asset as well as land management. Currently it is in the best business interests of SAWS to lease several owned properties located in Uvalde County.

c. DESCRIPTION OF PREMISES

There are four properties which are the subject of this Request For Offers (RFO.)

1. Conrad Farm:

A Plat of 305.870 Acres of land situated about 4 miles S88°W of Uvalde, in Uvalde County, Texas.

240.893 Acre Feet of Base Irrigation Groundwater water rights.

2. Franklin Farm:

A Plat of 319.455 Acres of land situated about 4.5 miles N07°E of Uvalde, in Uvalde County, Texas.

160.00 Acre Feet (Estimate) of Base Irrigation Groundwater water rights.

3. Haby Farm:

A Plat of 253.598 Acres of land situated about 12.6 miles N56°W of Uvalde, in Uvalde County, Texas.

120.188 Acre Feet of Base Irrigation Groundwater water rights.

There is one dwelling on this property which is available for lessee use or sub-let. A sample sublet agreement will be supplied in a scheduled future addendum to this RFO document.

4. Walton Farm:

Plats including 190.848 acres of land situated about 6 miles N65°W of Uvalde in Uvalde County, Texas.

179.873 Acre Feet of Base Irrigation Groundwater water rights.

Complete descriptions of the properties are provided in Attachment “H” to this RFO.

d. PROPERTY RIGHTS INCLUDING WATER:

1. Water rights
  - a. Shall have the non exclusive right during the term of the lease to utilize the acre feet of restricted (base) ground water associated with Permit described in section I.c. for each of the properties.
  - b. The restricted groundwater shall only be used by the Tenant on the irrigate acreage in connection with use of the Premise
  - c. The Tenant shall not export such water to any other lands (off the Premise) without prior written consent of the Landlord
2. Reserved rights
  - a. right to any unrestricted ground water
  - b. right to access at any time to inspect the Premise
3. Condition of the Premise
  - a. As is where is
4. Lease term – negotiable, however a Five (5) year term is preferred
5. Purpose of the Lease and use of Premise  
The tenant shall use the Premise solely for lawful agriculture purposes which includes:
  - raising of livestock
  - planting
  - growing
  - harvesting
  - a. Concentrated feed lots will not be considered an acceptable use of the premise.

e. QUALIFICATION REQUIREMENTS:

Respondents should be familiar with agricultural operations of land for agricultural uses.

f. ESTIMATED TIMELINE

December 08, 2009	RFO Issued
December 18, 2009	Showing of Properties
December 21, 2009 by 11:00 AM Central	Receipt of Written Questions Due
December 23, 2009 by 5:00 PM Central	Answers to Questions Posted
January 05, 2009 by 3:00 PM Central	Offers Due
January 2010	Offers Evaluated
January 2010	Offers Selected
January 2010	Negotiation of Agreement(s)
1 <sup>st</sup> Quarter 2010 (Estimated)	SAWS Board Approval and Award
1 <sup>st</sup> Quarter 2010 (Estimated)	Non-Selection Notices mailed
1 <sup>st</sup> Quarter 2010 (Estimated)	Begin Lease

These dates are estimations and likely to change.

II. SELECTION PROCESS

a. Selection

SAWS will evaluate all offers according to a two-tier process. The first tier is the Technical Evaluation Committee and the second tier is the Selection Committee.

The Technical Evaluation Committee (TEC) shall review each proposal for merit and adherence to the requirements as described by this RFO. Offers deemed responsive will be evaluated and ranked according to a numerical scoring system based on the responses to the criteria listed below. The best offers will be forwarded to a Selection Committee.

The Selection Committee will review the Offers and recommend award(s). The Selection Committee may select two or more respondents to be interviewed, based wholly on qualifications and merit of the responses.

b. Interview

In the event that interviews are deemed necessary, the Respondents will provide clarification regarding the submittal with respect to their qualifications and their understanding of the solicitation's scope of service.

c. Summary of Evaluation Criteria

- Rent Rate or Income to SAWS 45 Points
- Land Management Plan 35 Points
- Experience Related to Land Use 20 Points

- Total Points / Percentage

100 points

### III. COMMUNICATION

#### a. Restrictions

- i. Respondents or their representatives are prohibited from communicating with any City of San Antonio officials regarding the RFO from the time the RFO is released until it has been acted upon by the Board of Trustees to include:
  - City Council members (as defined by the City of San Antonio Ethics Code),
  - City Council member’s staff, and
  - San Antonio Water System (SAWS) Board of Trustees
- ii. Respondents or their representatives are prohibited from communicating with SAWS employees regarding this RFO, except as provided under TECHNICAL QUESTIONS, from the time the RFO is released until the contract is awarded.
- iii. This includes “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFO submitted by Respondents.
- iv. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent’s proposal from consideration.

#### b. Showings of Properties

There will be an opportunity to view the properties listed in this RFO on December 18, 2009, 10:00 AM Central. Prospective respondents should meet at the parking lot at the Oasis Outback, located on 2900 E Main St, Uvalde, TX 78801.

#### c. Technical Questions

##### i. How to Submit

Respondents may submit technical questions concerning the services in this RFO, in writing; however electronic inquiries by e-mail or fax will be accepted.

##### ii. Contact:

Marc Ripley Contract Administrator  
San Antonio Water System  
2800 U.S. Hwy 281 North, Suite 171  
San Antonio, TX 78212  
Email: mripley@saws.org  
Fax to 210-233-4609

- iii. **Deadline for Questions**  
To allow sufficient time for the distribution of answers and addenda, questions regarding this RFO received after 11:00 AM Central Time on December 21, 2009 may not be answered.
  - iv. **Questions Must be Written**  
Verbal questions are not permitted other than as described by this section and during interviews, if any.
  - v. **Identify Request in Communication**  
All submitted questions or information requests shall be clearly identified with the solicitation number, name, and identify query type in the subject line or title. (i.e. "Questions," "Clarification Request," "Status Update Request," or other form of request.)
- d. **Unused and Intentionally Blank**
  - e. **Clarification of Submittals**  
SAWS reserves the right to contact any respondent should clarification be required after responses are opened. SAWS also reserves the right to further negotiate with any respondent when it is deemed necessary by SAWS.

#### IV. SUBMITTING A RESPONSE

- a. **Deadline**  
Offers are due no later than 3:00 P.M. Central Time on January 5, 2009.
- b. **Submission**
  - i. **Submission of Offers – One signed and dated offer for each property which you wish to provide an offer. Provide a land use plan with each offer inside a sealed package. These offers must be date and time stamped in at:**  
San Antonio Water System  
Attn: Contract Administration  
Customer Center Building  
2800 U.S. Hwy 281 North, Suite 171  
San Antonio, Texas 78212  
(Please note Exhibit "F" SAWS MAP)
  - ii. **Other than stated above, responses submitted via any form of electronic transmission, such as electronic mail, or facsimile, will not be considered.**
  - iii. **Packages containing responses must be clearly labeled with the RFO number and name.**

- iv. At least one original response to this RFO request shall be provided and be clearly marked "ORIGINAL" on document cover and on signature sheet.
- v. Please limit your land use proposal responses to a maximum of 20 single or double sided pages. Requested forms provided with this RFO and portfolio pages do not count to this page limit
- vi. Responses should be clear, concise, and complete. They should be submitted using an 8½" by 11" portrait format. Sample materials (portfolio) illustrations and/or diagrams may be presented on 11" by 17" sheets. These sample material pages will not count towards the page limit amount.
- vii. Responses, except as requested for the unbound original, must be securely bound. You may use three-ring binders for your proposal.
- viii. If the submittal to this RFO is by any means other than personal delivery, then it is the Respondent's sole responsibility to ensure the submittals are delivered to the exact location by the time specified.
- ix. When submissions are by personal delivery, please allow fifteen (15) minutes for check-in with the guard. As a guide, we have included a SAWS map which is attached to this RFO.
- x. By submission of a response, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks as required.

c. Response Format:

The response shall be organized as follows and each section shall be titled accordingly.

i. Response Checklist Form

Complete and include the response checklist within the submittal. Verify that the checklist is signed and that all documents on the checklist have been included with the response.

ii. Respondent Questionnaire Form

The Respondent Questionnaire captures general information regarding the firm submitting offers in response to this RFO. It also includes acknowledgements for the attached exhibits and addendums. The questionnaire is a required submittal and must be completed and included in the response.

iii. A signed monetary proposal document for each property you wish to provide an offer.

iv. Land use plan:



- a. Describe your intended use of the land.
  - b. List the equipment you will utilize on the property.
  - c. Any additional information which would be useful in determining your ability to properly utilize the premises.
- v. Key Personnel Qualifications and Experience
    - a. Provide a description of your experience in agricultural land use.
  - vi. Similar Prior Experience
    - a. Describe previous occasions which you leased land for agricultural use.
    - b. Provide references for your agricultural land use experience.
  - vii. Proof of Insurability with Exhibit “A” - SAWS STANDARD INSURANCE SPECIFICATIONS
    - 1. Respondent shall submit a copy of a Certificate(s) of Insurance giving evidence of the various lines of Respondent’s insurance coverage currently in force; and
    - 2. Respondent shall also submit a letter on Respondent’s Company stationary stating Respondent’s commitment to provide the lines of insurance coverage required and at the limits of coverage specified in Exhibit “A” if awarded a contract under this RFO.
  - viii. Good Faith Effort Plan
    - 1. A Good Faith Effort Plan is not required for this Request for Offers.
  - ix. Conflict of Interest Questionnaire: Exhibit “C” Ethics Policy and Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed Conflict of Interest Questionnaire (CIQ) with SAWS.

The CIQ will be submitted as part of the response to this RFO from SAWS. The CIQ is attached as Exhibit “C”, or is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

Please consult your own legal advisor if you have questions regarding the statute or form. This form is required and is considered part of the response to this RFO.

x. Security Procedures: Exhibit “D”  
Respondent must acknowledge the requirements in this exhibit on the Respondent Questionnaire Form.

xi. Sample Contract: Exhibit “E”  
The Contract terms and conditions are attached for review purposes only. Respondent must acknowledge the contract terms and conditions on the Respondent Questionnaire Form.

d. Contract Requirements after award:

- Completed Certificate(s) of Insurance must be submitted with the signed contract returned to SAWS.
- A “Corporate Authorization Resolution” listing by name or position the individuals authorized to contractually bind the company must accompany the signed contract returned to SAWS.

## V. OTHER REQUIREMENTS

Other key requirements prospective respondents should note are as follows:

- a. Unresolved issues with SAWS may affect your competitiveness.
- b. All contracts will require the provision for a "Right-to-Audit" clause.

## VI. RESERVATION OF RIGHTS

SAWS reserves the right to:

- Reject any and all Offers received
- Issue a subsequent RFO
- Cancel the entire RFO
- Remedy technical errors in the RFO process
- Negotiate with any, all, or none of the Respondents to the RFO
- Waive informalities and irregularities
- Accept multiple Offers
- Make multiple recommendation(s) to the Board
- Request additional information or clarification

### a. OWNERSHIP OF OFFERS

All responses and their contents will become the property of SAWS.

### b. NO REIMBURSEMENT FOR OFFERS

SAWS will not reimburse Respondents or sub-contractors for any costs associated with any travel and/or per diem incurred in any presentations associated with the selection process.

c. NO GUARANTEE OF CONTRACT

This RFO does not commit SAWS to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of Offers or in anticipation of a contract.

VII. ATTACHMENT LISTING

a. Response Forms

Forms to include with the submittal

- i. Response Checklist
- ii. Respondent Questionnaire
- iii. Exhibit "A" – Insurance Requirements
- iv. Exhibit "B" – Good Faith Effort Plan
- v. Exhibit "C" – Conflict of Interest
- vi. Exhibit "H" – Lease Proposal / Offer

b. Informational Attachments

Not required in submittal.

- i. Exhibit "D" – Security Procedures
- ii. Exhibit "E" – Contract (Review Only)
- iii. Exhibit "F" – SAWS Location Map
- iv. Exhibit "G" – Property Descriptions

# SUBMITTAL RESPONSE CHECKLIST

RFO Name: Agricultural Leases in Uvalde County

Use this checklist as a guide to ensure that the offer is complete by checking off each item included with your response. Sign and date this form and include this page with each proposal.

- This Checklist
- Respondent Questionnaire

## Offers

- Offer for Conrad
  - Offer for Franklin
  - Offer for Haby
  - Offer for Walton
- 
- Land Use Plan for each of the premises
  - Proof of Insurability Exhibit “A” – Letter from Insurance Provider and Copy of Current Certificate of Insurance
  - Exhibit “B” – Not Applicable
  - Exhibit “C” – Conflict of Interest Questionnaire
  - Acknowledgement of Addendums (please list below:)
- 

I certify that the proposal submitted includes the items as indicated above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## RESPONDENT QUESTIONNAIRE

**PROJECT NAME:** Agricultural Leases in Uvalde County

**Instructions:** The Respondent Questionnaire is a required questionnaire. Complete the questionnaire by inserting the requested information. Do not modify or delete the questions.

### GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

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

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

2. **Contact Information:** List the one person who SAWS may contact concerning your proposal or setting dates for meetings.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

3. Identify the principal contact person authorized to commit the Respondent to a contractual agreement.

\_\_\_\_\_

\_\_\_\_\_

4. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

5. Is Respondent authorized and/or licensed to do business in Texas?

Yes  No  If "Yes", list authorizations/licenses.

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6. **Affirmative Action** - Respondent agrees to adhere to the EEO requirements contained in the RFO section IV, sub-section viii. entitled "Good Faith Effort Plan."

Yes  No  If "No", state reason.

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7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No  If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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8. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No  If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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9. Provide any other names under which Respondent has operated within the last 10 years.

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10. **Litigation Disclosure:** Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required in the Litigation Disclosure questions may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

- a. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes  No

- b. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the San Antonio Water System or any other Federal, State or Local Government, or Private Entity?

Yes  No

- c. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the San Antonio Water System or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes  No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

11. **Compliance Agreement:** Nondisclosure: No information obtained by Prospective Respondent from SAWS shall be disclosed by Prospective Respondent to any third party. In the event Prospective Respondent is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Prospective Respondent, Prospective Respondent shall provide notice to SAWS of the request along with a copy of the request, and give SAWS the opportunity to respond to the request prior to its release by Prospective Respondent.

No Lobbying and Compliance with Law. During the selection process for the project named in this RFO, Prospective Respondent agrees to comply with all applicable laws and regulations, including but not limited to restrictions against direct or indirect lobbying of public officials. Prospective Respondent agrees not to make or permit to be made any improper payments, or to perform any unlawful acts.

This agreement shall be construed to be enforceable to the maximum extent permitted by law.

Failure to complete this question or comply with its terms may subject this firm to elimination from the selection process at any time.

Does the Respondent agree to the above?

Yes  No

12. **Security Procedures:** Respondent acknowledges having read the security procedures in Exhibit “D” and understands the requirements. Respondent is prepared to perform at their own expense background security checks on their employees, or the employees of their Respondents or sub-contractors if requested by SAWS.

Yes  No

13. **Contract Terms and Conditions:** Respondent acknowledges having read the contract attached to this RFO. By responding to this RFO, Respondent agrees to these terms and conditions.

No Exceptions  Exceptions  If “Exceptions”, they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying this questionnaire.

Exceptions will not be accepted after the proposal due date and time. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

14. **Addendums:** Each Respondent is required to acknowledge receipt of all addendums.

None  Yes  If “Yes”, Identify.

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The information provided above is true and accurate to the best of my knowledge. Furthermore, we understand that failure to complete the Respondent Questionnaire may subject this firm to elimination from the selection process.

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Signature

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Date

---

Printed Name

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Title



**Exhibit “A”- SAWS STANDARD INSURANCE SPECIFICATIONS  
(Specifications”)**

1. Commencing on the date of this Contract, the Respondent shall, at his own expense, purchase, maintain and keep in force such insurance as will protect him and the San Antonio Water System (“SAWS”) and the City of San Antonio (“the City”) and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-contractor, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

- a. Farm and Ranch Liability insurance that will protect the Respondent, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the Respondent, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
1,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an Additional Insured; and
- To provide a Waiver of Subrogation in favor of SAWS and the City.

- b. Automobile Liability (AL) insurance that will protect the Respondent, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum limits of liability for bodily injury and property damage combined shall be not less than \$1,000,000.00 per each occurrence.

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an Additional Insured; and
  - To provide a Waiver of Subrogation in favor of SAWS and the City.
2. Respondent shall require all Sub-contractor's to carry insurance coverage appropriate to their scope of Work.
  3. The Respondent shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a **Certificate(s) of Liability Insurance** ("Certificate(s)") providing evidence of the lines of insurance coverage pursuant to Section 1.a. through 1.b. listed above.
  4. The insurance that is required under these Specifications shall be written so that SAWS and the City will be notified in writing in the event of cancellation, restrictive endorsement or non-renewal at least thirty (30) days prior to such action.
  5. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with Sections 6. (**Certificate Holder**) and 7. (**Distribution of Completed Certificates**) below.
  6. **Certificate Holder** - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms and formatted as follows:

**San Antonio Water System  
c/o Ebix BPO  
PO Box 257  
Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Contract #)\*  
Portland, MI 48875-0257**

*\*NOTE: SAWS Contracting Official will provide the above address, to include a correct, complete Ref# in the written confirmation of your selection as a Respondent pending final Board approval.*

7. **Distribution of Completed Certificates** - Completed **Certificates of Liability Insurance** shall be distributed by the Respondent as follows:

a. Send Original:

1) By **Mail**:

San Antonio Water System  
C/O Ebix BPO  
P.O. Box 257  
Ref. #107-(**Lawson Acct's Payable Vendor #**)-(SAWS Contract #)  
Portland, MI 48875-0257

**(Same as the Certificate Holder name/address shown above)**

2) By **Fax**: 1-517-647-7900

3) By **E-Mail**: [CertsOnly@periculum.com](mailto:CertsOnly@periculum.com)

b. Send Copy to each of the following:

1) San Antonio Water System  
Attention: Contract Administration  
P.O. Box 2449  
San Antonio, TX 78298-2449

2) City of San Antonio  
Attention: Risk Management  
PO Box 39966  
San Antonio, TX 78283-3966

8. Respondent shall be responsible for obtaining Certificates of Insurance from the first tier Sub-contractor, and upon request furnish copies to SAWS.
9. Respondent is responsible for all deductibles under all of the insurance policies required by these Specifications.
10. The stated limits of insurance required by these Specifications are **MINIMUM ONLY** and it shall be the Respondent's responsibility to determine what limits are adequate and the length of time this coverage shall be maintained; the insurance limits are not a limit of the Respondent's liability.
11. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. SAWS acceptance of Certificate(s) of Insurance that in any respect do not comply with these Specifications does not release the Respondent from compliance herewith.
12. Respondent agrees that all insurance policies required by these Specifications shall be with insurance companies, firms or entities that have an A.M. Best rating

of "A- ("A"- minus)" and a Financial Size Category of a "VII" or better. All insurance policies shall be of an "Occurrence" type except for the Professional Liability line of coverage.

13. SURVIVAL

Any and all representations, conditions and warranties made by Respondent under this Contract including, without limitation, the provisions of Section 1.a. and 1. b. of these Insurance Specifications are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.



**EXHIBIT "B" - GFEP**

**Not Applicable an Intentionally Blank**

## Exhibit “D” - SECURITY PROCEDURES

Respondent shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter (provided by SAWS Security) is properly completed for all employees performing work under this Agreement and on file with the SAWS Security Office prior to work commencement. Sub-contractors performing work must be listed on the PCDF. Respondent shall be responsible for the accuracy of information on the PCDF and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF must be sent electronically to [securitygroup@saws.org](mailto:securitygroup@saws.org). Respondent shall advise the SAWS Project Manager of any employee terminations or changes to personnel performing work under this Agreement and Respondent shall immediately turn in any and all badges and/or parking tags of employees who are terminated or no longer performing work under this Agreement. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Respondent shall immediately notify the SAWS Project Manager and provide updated PCDF and Background Screening Letters, with copies to [securitygroup@saws.org](mailto:securitygroup@saws.org).

Respondent and its employees and agents shall obtain a SAWS photo identification badge (Contractor's Badge) and parking tag, if necessary, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday and Friday 1:00 pm to 5:00 pm (hours are subject to change). Security Staff can be contacted at (210) 233-3760 or (210) 233-3619. A replacement fee shall be charged to replace any lost or damaged badges or parking tags. As a condition of final payment, Respondent shall return all badges and parking tags to the Security Office. In the event Respondent fails to return all security badges and parking tags, in addition to any other rights or remedies to which SAWS may be entitled at law or in equity, SAWS may withhold from payment to the Respondent the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Respondent agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by SAWS for failure to return the badges or parking tags.

Certain designated SAWS facilities (list with SAWS Security) require a SAWS employee to physically escort Respondent at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a “clean” Background Screening Letter, signed by an authorized representative of Respondent are approved by SAWS Security.

Sub-contractors must always be under escort of the Respondent while performing work on any SAWS designated primary facility (list with SAWS Security.) Sub-contractors must display either a company photo badge with name or a valid drivers license at all times while working on any SAWS property. Respondent is solely responsible for the actions of its employees, agents, contractors and Respondents.

Due to changing security environments, Respondent MUST be prepared for additional security requirements at its expense, including background checks. Any person found to have an unacceptable background check (as determined by SAWS review of submitted paperwork or other information provided to or obtained by SAWS) will not be allowed to perform work under this Agreement or on SAWS facilities. Notwithstanding anything herein to the contrary, any provisions in these Security Procedures that may appear to give SAWS the right to direct Respondent as to details of doing any work under this Agreement or to exercise a measure of control over any security measures or such work shall be deemed to mean that Respondent shall follow the desires of SAWS in the **results** of the work or security measures only.

Advance coordination by Respondent with SAWS Security office for these security requirements is necessary to ensure no delays with timely performance of the work. In the event Respondent fails to comply with SAWS Security requirements, SAWS may, with no penalty or claim against SAWS, issue a Work Stoppage Order until the security violation (s) are remedied.

**Exhibit “E” – SAMPLE LEASE**

**AGRICULTURAL LEASE**

This Agricultural Lease (the “Lease”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between THE CITY OF SAN ANTONIO BY AND THROUGH ITS SAN ANTONIO WATER SYSTEM (“Landlord”), having a mailing address of 2800 U.S. Highway 281 North, San Antonio, Texas 78212 and \_\_\_\_\_ (“Tenant”), having a mailing address of \_\_\_\_\_, to be effective as of the date set forth below (the “Effective Date”).

**LANDLORD AND TENANT AGREE AS FOLLOWS:**

1. Leased Property. In consideration of the covenants and agreements set forth below, Landlord leases, rents and demises to Tenant and Tenant hires and takes from Landlord, upon the terms and conditions set forth in this Lease all of the following property (the "Property") for agricultural use only:
  - a. The surface estate relating to approximately \_\_\_\_\_ acres of real property, more or less, situated in Uvalde County, Texas, as more particularly described on Exhibit "A" attached hereto together with all improvements thereon (“Real Property”). This Lease expressly reserves to Landlord and excludes from the definition of "Real Property" any rights to use ground water relating to the Real Property, as well as all other rights in and to the water rights, (except as expressly otherwise set out herein) all minerals, oil, gas or other hydrocarbon substances in, on, under or that may be produced from the land forming part of the Real Property.
  - b. Tenant hereby acknowledges that Landlord is the owner of and has the exclusive right to use all property rights to and for the ground water which relate to the Real Property, including the right to withdraw and/or beneficially use, sever, lease, sell or otherwise transfer the Edwards Aquifer water permitted or applied for, and all real and personal property rights, appurtenances, permits, authorities, licenses, consents and contracts, if any, pertaining to all such property rights, rights under permit #P\_\_\_\_\_ (UV\_\_\_\_\_) and all interim authorization rights, withdrawal permits or other permits and all modifications, amendments, renewals, extensions or successor or substitute permits relating thereto (including any EAA permit rights) (“Water Rights”).
  - c. Provided Tenant is not in default under the terms of this Lease, and only to the extent available for use under the rules and regulations of the Edwards Aquifer Authority, Landlord hereby grants Tenant the right during the Term (as defined below) to beneficially use the lesser of (i) \_\_\_\_\_ acre feet per annum of the Edwards Aquifer water out of the Water Rights, or (ii) one-half (½) of the Edwards Aquifer water actually permitted or otherwise authorized by the Edwards Aquifer Authority (EAA) under permit #P\_\_\_\_\_ (UV\_\_\_\_\_) relating to that portion of the Real Property

which is to be irrigated (“Irrigated Acreage”) via an irrigation system. Notwithstanding anything contained in this Lease to the contrary, the Irrigation Water shall only be used by Tenant and its agents on the Irrigated Acreage in connection with the production of crops and Tenant shall not use or export such water to any other lands other than such Irrigated Acreage, or use such water for any purpose not authorized by this Lease without Landlord’s written consent.

- d. All other terms of this Lease notwithstanding, in the event the amount of the Water Rights permitted or otherwise authorized for withdrawal from the Edwards Aquifer is at any time reduced on a temporary or permanent basis by any law, statute, rule, ordinance, regulation or action promulgated by Federal, State or local authorities, including the EAA, the right of Tenant to use the Irrigation Water shall be reduced on a pro rata basis to such reduction in the overall Water Rights.
- e. Tenant acknowledges that Landlord has no obligation to provide water to meet Tenant’s needs and uses except for the rights expressly granted by Landlord as set out herein.
- f. Tenant acknowledges that the Irrigation Water rights are subject to all current and future rules and regulations, inclusive of rules relating to “Critical Period Management” promulgated by Federal, State or local authorities, including the EAA. Tenant agrees to cooperate with Landlord in connection with any proceedings or actions relating to the Water Rights, including but not limited to actions (i) contesting the validity or amount of fees assessed to or levied upon the Water Rights, or (ii) protecting, defending, and/or preserving the rights to withdraw water from the Edwards Aquifer and to abide by any action of such Federal, State or local authorities and to modify this Lease in any manner which is consistent with the application of such actions.
- g. All fees, assessments, charges, taxes, tariffs, and other costs imposed by the EAA or any other governmental authority exercising jurisdiction over water used by Tenant on the Real Property shall be paid timely by Tenant. Tenant shall maintain adequate records of water and/or fuel use related to the Real Property for such payment purposes, and make such records available to the Landlord upon request.
- h. Tenant acknowledges that Landlord may transfer to Tenant all or a portion of the EAA permitted rights for the Irrigated Water. Tenant agrees to timely comply with all reporting and other requirements of the EAA, and to provide to Landlord a copy of all such reports and any other correspondence or notices from EAA relating to said Irrigation Water. Upon request of Landlord at any time, Tenant agrees to execute any and all transfers, notices or other documents necessary to cause the permitted rights to the Irrigation Water to be transferred back to Landlord or its



designated representative, which obligation shall survive the expiration of the term or earlier termination of this Lease.

- i. Landlord shall not be in default under any provision of this Lease if Tenant is denied the use of the Irrigation Water by reason of any laws, regulations, or governmental action or other acts (including actions of the EAA) outside of the control of Landlord and Tenant.
2. Condition of Property. Tenant has fully and thoroughly inspected the Property, and accepts the Property in its present condition. The lease of the Property as provided for herein is made on an “**AS IS, WHERE IS**” basis, and Tenant expressly acknowledges that, in consideration of the agreements herein, including the agreement by Landlord to lease the Property to Tenant at the specified rental rate, as opposed to a higher rate, **LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND INCLUDING WITHOUT LIMITATION, (i) THE PRECISE NUMBER OF ACRES COMPRISING THE REAL PROPERTY, (ii) THE PROPERTY CORNERS OR BOUNDARIES OF THE PROPERTY, (iii) THE SUITABILITY OF THE SOILS, OR THE QUALITY OF ANY WATER, (iv) THE DRAINAGE OF THE PROPERTY, (v) THE CONDITION OR SUFFICIENCY OF THE IMPROVEMENTS FOR THE GROWING OF CROPS, (vi) THE CONDITION OR ZONING STATUS OF THE PROPERTY, OR ANY OTHER FACT OR MATTER RELATING THERETO, OR (vii) WHETHER ANY OF THE PROPERTY CONTAINS ANY SUBSTANCE OR MATERIAL WHICH IS OR MAY BE IN VIOLATION OF ANY ENVIRONMENTAL OR HEALTH OR SAFETY LAW.**
3. Conservation Plan and Water Adjustments.
    - a. In addition to the above, Landlord shall have the right to further develop and implement conservation programs in connection with the use and/or operation of the Property from time to time (as it may determine appropriate or necessary in its sole discretion), including but not limited to those which are created in connection with any programs or rules established by the EAA (the “Future Conservation Plans”).
    - b. In the event Landlord desires to implement a Future Conservation Plan, Landlord shall provide Tenant notice of such plan. In the event the implementation of such Future Conservation Plan would have a material, adverse impact on the Tenant’s use of the Property, Tenant shall have the option to terminate this Lease by providing Landlord notice of such election within thirty (30) days following Tenant’s receipt of such Future Conservation Plan. Unless the Lease has been terminated by Tenant,

Tenant agrees to take any and all actions necessary to assist the Landlord in carrying out and implementing the terms and conditions of such Future Conservation Plan.

- c. All other provisions of this Lease notwithstanding, in the event the Landlord undertakes or there is undertaken on behalf of Landlord actions which cause portions of the Irrigation Water to be conserved and available under the EAA rules as Water Rights which, but for their inclusion in the Irrigation Water, would be transferable by Landlord to other wells in other locations (the "Conserved Water Rights"), the Irrigation Water shall be reduced by the amount of the Conserved Water Rights, and the Tenant shall have no further rights to use such Conserved Water Rights.
4. Lease Term. The initial term of this Lease ("Term") shall be for a period commencing on the \_\_\_\_\_, 2010 (the "Effective Date"), and unless otherwise terminated or extended in the manner set out herein, shall terminate at 11:59 p.m. on \_\_\_\_\_, 20\_\_\_. Notwithstanding, anything in this Lease to the contrary, in the event Landlord desires to sell all or any part of the Property, Landlord shall have the right to terminate this Lease by providing written notice to Tenant, and the termination date shall be not less than thirty (30) days after the date of said written notice.
  5. Extension of Term. Tenant shall have the right to extend the term of this Lease \_\_\_\_ time for a period of forty eight (48) months ("Term Extension"), upon approval by Landlord, by providing Landlord with written notice of its election to extend the Term at least thirty (30) days prior to the expiration of the Term. In the event Landlord approves the extension of the Term, Landlord and Tenant shall mutually agree in writing prior to the commencement of the extended Term on any increase in the Rent, and this Lease shall continue for the extended Term in accordance with all of the terms and provisions herein, except for the Rent, as mutually agreed to. In the event Landlord does not approve the extension of the Term, the Lease shall terminate at the expiration of the Term, and neither party shall have any further rights, duties or obligations under this Lease, except those that expressly survive termination or expiration of the Term.

In addition, if at the time the Term would terminate under Section 4, or otherwise expire, there remain unharvested crops (other than any crop with a useful life that includes the next growing season) on any portions of the Property and if, at such time, Tenant is not in default hereunder or under any other lease or agreement entered into with the Landlord, the Term shall be extended as to such portion of the Property for a period of time as is reasonably required by the Tenant to expeditiously complete the farming, harvest and removal of such crops that were actually planted before the termination of the Lease, such time not to exceed one (1) month; provided, that for such portion of the Property that remains in Tenant's possession, Tenant shall pay, in advance, prorated rental based on the applicable rate set forth below in Section 8 for the anticipated extended Term.

6. Surrender of Property. Immediately upon the expiration or early termination of the Term, Tenant shall surrender possession of the Property, including any and all growing crops, except as provided in Section 5, to Landlord in the same condition as when received, reasonable use, wear, and damage by fire, act of God or the elements excepted, and shall remove all of Tenant's personal property and livestock, except to the extent such personal property shall have become the property of Landlord as provided herein. Landlord shall determine whether any Alterations (as defined in paragraph 19 below) shall remain on the Property, or, upon Landlord's written instructions, shall be removed by Tenant, at Tenant's sole cost and expense, at the end of the Term.
7. Holdover Rent. Tenant shall never have any right to remain on the Property following the expiration or termination of the Term, except as specifically provided in Section 6, or as approved in writing in advance by Landlord. Should Tenant remain on the Property following the expiration or termination of the Term in any but the circumstances described in the preceding sentence, such tenancy shall be deemed to be from month-to-month and pursuant to all of the terms, covenants and conditions of this Lease; provided, however, that the Rent shall be equal to two hundred percent (200%) of the prorated monthly rental then in effect, as set forth below. In addition, Landlord reserves the right to pursue all other legal and equitable remedies against Tenant as a result of Tenant's holding over.
8. Base Rent. As base rent for the Property, Tenant shall pay Landlord the sum of \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00) for the initial Term and any subsequent Term Extension (the "Rent"). The Rent for each Lease Year shall be payable in \_\_\_\_\_ installments or one payment of \$\_\_\_\_\_.00, each, which are due on \_\_\_\_\_ and \_\_\_\_\_ of each respective Lease Year. Landlord acknowledges receipt of Rent for the period beginning on the Effective Date and ending \_\_\_\_\_, 20\_\_\_. All payments shall be made by checks or drafts payable to  
**San Antonio Water System**  
**Attn: Corporate Real Estate, Property Manager**  
**P.O. Box 2449**  
**San Antonio, Texas 78298-2449,**  
or such other person as Landlord may designate from time to time. All rentals shall be delivered to the mailing address set forth for Landlord above, free from all claims, demands, set offs, or counterclaims against Landlord of any kind or character. Rent for any extension of this Lease shall be at a rate which is mutually acceptable to both parties.
9. Purpose of Lease and Use of Property. Tenant shall use the Property solely for agricultural purposes, which include raising livestock, planting, growing and harvesting commercial crops. Tenant shall not use, nor permit to be used, any part of the Property for residential or any other non-agricultural purposes without Landlord's prior written consent, which shall be given in the Landlord's sole discretion. Tenant is solely responsible for the means, methods and techniques

used on the Property by Tenant, its employees, agents, contractors and invitees. Tenant is solely responsible for instituting safety procedures and programs and for taking all steps necessary to prevent loss or injury of persons or property. Tenant shall not suffer or permit any mechanic's or materialmen's lien to be filed against the Property in connection with any work performed or materials furnished by or on behalf of Tenant. Tenant, at Tenant's sole cost and expense, shall cause any such lien that is filed against the Property or any part thereof to be released and discharged of record within thirty (30) days after filing, and shall also defend any action, suit or proceeding which may be brought for enforcement of such lien and indemnify and hold Landlord harmless from any damages, costs and expenses, including attorneys' fees suffered by Landlord in any such action, suit or proceeding. If Tenant fails to discharge any lien required to be discharged by Tenant within such thirty (30) day period, Landlord may pay the full amount claimed under such lien and Tenant will repay to Landlord, upon demand, the amount so expended, together with any other expenses, including attorneys' fees incurred by Landlord in connection therewith. Provided, however, Tenant may notify Landlord of a bona fide disputed claim and shall have the opportunity to defend against such claim or lien as long as Tenant discharges any lien, judgment or other encumbrance related thereto prior to the foreclosure or enforcement of such lien, judgment or encumbrance.

10. No Waste or Unlawful Use. Tenant shall not commit or suffer to be committed any waste on the Property. Tenant shall not permit or maintain any nuisance on the Property, and shall not use the Property for any unlawful purposes.

11. Chemicals and Other Substances.

a. No fertilizer, herbicide, pesticides, fungicide, poison, chemical, or other substance (collectively "Chemicals") shall be applied to the Property, or crops growing thereon, or brought onto, or stored on the Property by the Tenant, or any employee, or agent of Tenant, or person acting on Tenant's behalf other than pesticides, fertilizers, and herbicides used in connection with its agricultural use of the Property and only at a level which is customary within the agricultural industry and which is authorized by law.

b. TENANT HEREBY EXPRESSLY INDEMNIFIES AND HOLDS THE INDEMNITEES (AS DEFINED IN PARAGRAPH 20 BELOW) AND THE PROPERTY HARMLESS FROM AND AGAINST ALL LOSS, COST, DAMAGE, CLAIMS, PENALTIES, EXPENSE OR LIABILITY, INCLUDING INVESTIGATIONS OR REMEDIAL COSTS AND ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) ITS OR ANY OF ITS EMPLOYEES', AGENTS', REPRESENTATIVES', RESPONDENTS' OR CONTRACTORS' (AND THEIR SUCCESSORS' AND ASSIGNS') USE, HANDLING, MIXING, STORING, TRANSPORTING, APPLYING OR DISPOSING OF ANY CHEMICALS ON OR ABOUT THE PROPERTY, (ii) ANY BREACH OF ANY COVENANT OR OBLIGATION CONTAINED HEREIN BY

TENANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, RESPONDENTS OR CONTRACTORS (AND THEIR SUCCESSORS AND ASSIGNS), (iii) ANY VIOLATION OF ANY ENVIRONMENTAL OR HEALTH AND SAFETY LAWS BY TENANT OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, RESPONDENTS OR CONTRACTORS (AND THEIR SUCCESSORS AND ASSIGNS), OR (iv) ANY CONDITION ON THE PROPERTY CAUSED BY OR RELATED TO TENANT'S ACTIVITIES AND REQUIRING INVESTIGATION OR REMEDIATION UNDER ANY ENVIRONMENTAL OR HEALTH AND SAFETY LAWS, EVEN IF ARISING FROM THE LAWFUL USE, HANDLING, MIXING, STORING, TRANSPORTING, APPLYING, DISPOSING OR ANY OTHER USE OF ANY CHEMICALS, EVEN IF SUCH LOSS, COST, DAMAGE, CLAIM, PENALTY, EXPENSE OR LIABILITY ARISES FROM OR IS ALLEGED TO ARISE FROM THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. **IT IS THE EXPRESS INTENTION OF THE LANDLORD AND TENANT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF THE ACTS OR OMISSIONS OF TENANT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, RESPONDENTS OR CONTRACTORS (AND THEIR SUCCESSORS AND ASSIGNS), INCLUDING ACTS OF NEGLIGENCE OR ALLEGED NEGLIGENCE, AND INCLUDING WHERE SAME IS A CONTRIBUTING CAUSE OF THE CLAIM.**

12. Right to Inspect. Tenant hereby grants to Landlord and its agent, representatives, employees, Respondents, and contractors the right to enter upon and inspect the Property to ascertain the condition thereof, including but not limited to inspections for the existence or non-existence of any Chemicals.
13. Care. Subject to the foregoing, Tenant shall continuously farm, cultivate, maintain, irrigate and operate the Property with diligence, in a good and workmanlike manner, and in a manner consistent with the agricultural practices generally employed in the farming industry in the area in which the Property is located for crops of the type and variety Tenant determines should be planted on the Property
14. Compliance With Law. Tenant shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting Tenant's use, operation or occupancy of the Property. Tenant shall be solely responsible for assuring that all of its invitees, licensees, contractors, agents, employees and sublessees comply with all applicable laws, ordinances, rules and regulations.
15. Agricultural Conservation Programs. Landlord and Tenant acknowledge that certain acreage allotments, bases, and yields have been and in the future will be established for the Property under federal agricultural programs administered by

- the United States Department of Agriculture. Tenant shall do all things within their control reasonably necessary to maintain the allotments, bases, and yields existing for the Property at the commencement of the Term. Tenant shall, at their expense, comply with all rules and regulations dealing with conservation use acres and set aside acreage and, if not prohibited under such rules and regulation, to disc and maintain all such acres, including non-farmed acres, in a clean manner.
16. Utilities and Assessments. As additional rental for the Property, Tenant shall pay all charges for water, gas, electricity, telephone and other utilities on the Property during the Term, including charges relating to the Pivot Irrigation Systems and any connection fees and assessments levied by any entity regulating use of the same. The Landlord does hereby retain the right to relocate utility lines situated upon the Property from time to time at its sole cost and expense.
  17. Taxes. During the Term, Tenant shall pay, prior to delinquency, all taxes and assessments of any kind or nature levied on or against the Property, the leasehold estate, the Pivot Irrigation System or Tenant's personal property located on the Property. The Tenant shall at all times during the term of this Lease be required to operate the Property in a manner which allows the Property to qualify for an open space or agricultural exemption from ad valorem taxes similar to that which is was claimed upon the Property immediately prior to the effective date of this Lease. Tenant shall cooperate with Landlord in maintaining any such exemption from taxation.
  18. Maintenance of Property. Tenant, at his sole cost and expense, shall maintain and repair the Property, including without limitation, the Pivot Irrigation Systems (as defined below), all buildings, fences, tanks, septic systems, pumps, engines, irrigation equipment, well equipment and water delivery systems in substantially the same condition it is in as of the date of this Lease, reasonable wear and tear excepted. Landlord shall be responsible for any necessary repairs to any well bores located on the Property, except to the extent such repairs are necessary due to the acts or omissions of Tenant, in which event Tenant shall promptly make such repairs. Tenant shall maintain equipment above ground and Landlord shall maintain equipment and well bore below the surface.
  19. Alterations and Improvements by Tenant. Tenant may not make any alteration, improvement, addition, or installation in, on or about the Property ("Alterations") without the prior written consent of Landlord. All authorized Alterations shall be completed in a good and workmanlike manner and in compliance with applicable law, shall become at once a part of the Property and shall belong to the Landlord at the end of the Term, unless Landlord instructs Tenant to remove the Alterations.
  20. Irrigation System. Notwithstanding anything contained in this Lease to the contrary the Tenant shall be solely responsible for all costs and expenses relating to the use, operation, maintenance, repair and replacement of the Irrigation

System. Tenant shall repair and maintain the Irrigation System in substantially the same condition it was in upon completion of the initial installation, reasonable wear and tear excepted, and shall, at its sole cost and expense, replace the Irrigation System in the event it is damaged or destroyed during the Term. Subject to the terms of this Lease, Tenant shall have the right to participate in and receive revenues from federal, state and local programs relating to Tenant's farming and ranching activities upon the Property (but not as to the Property itself).

21. Indemnity. TENANT SHALL INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS LANDLORD, LANDLORD'S LENDER, IF ANY, AND LANDLORD'S AFFILIATED COMPANIES, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES (THE "INDEMNITEES") FOR, FROM, AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, SUITS, JUDGMENTS, CAUSES OF ACTION, LIENS, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART) (i) THE TENANT'S USE AND OCCUPATION OF THE PROPERTY, (ii) ANY ACT OR OCCURRENCE ON THE PROPERTY, OR ANY PART THEREOF, BY ANY PERSON INVITED OR PERMITTED ON THE PROPERTY BY TENANT, (iii) THIS LEASE OR THE PERFORMANCE BY TENANT OF ITS OBLIGATIONS HEREUNDER, (iv) THE USDA-NRCS CONTRACT AND/OR THE PIVOT IRRIGATION SYSTEM, OR (v) ANY ACT OR OMISSION OF TENANT, ITS EMPLOYEE'S, AGENTS, REPRESENTATIVES, RESPONDENTS, CONTRACTOR, OR ANY INDEPENDENT CONTRACTOR EMPLOYED BY TENANT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (AND THEIR SUCCESSORS AND ASSIGNS)(HEREINAFTER COLLECTIVELY REFERRED TO AS "CLAIMS"). **IT IS THE EXPRESS INTENTION OF THE LANDLORD AND TENANT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF THE ACTS OR OMISSIONS OF TENANT, ITS INVITEES, EMPLOYEES, AGENTS, REPRESENTATIVES, RESPONDENTS OR CONTRACTORS (AND THEIR SUCCESSORS AND ASSIGNS), INCLUDING ACTS OF NEGLIGENCE OR ALLEGED NEGLIGENCE, AND INCLUDING WHERE SAME IS A CONTRIBUTING CAUSE OF THE CLAIM.**
22. Hunting. All of the rights, benefits and privileges of hunting wild game animals, birds and fowls are excluded from this lease and reserved to Landlord.
23. Insurance.

- a. Tenant shall maintain a general liability insurance policy (covering both bodily injury and property damage) in an amount of at least \$500,000.00. This insurance shall be with a company and include coverage satisfactory to Landlord, shall name Landlord as an additional insured, shall be the primary coverage for Landlord with respect to this Lease, and shall provide that the insurance cannot be canceled or the coverage reduced or amended without thirty (30) days prior notice to Landlord.
- b. Tenant will, at its sole expense, obtain and keep in force from the Lease Effective Date and during the term of this lease, "all-risk" coverage insurance (including fire, extended coverage and flood insurance) on the buildings and improvements (including the Pivot Irrigation Systems) located upon the Property naming Landlord and Tenant as their interests may appear and such other parties as Landlord may designate as additional insureds, in a form which is acceptable to Landlord. The amount of insurance will be designated by Landlord no more frequently than once every twelve (12) months; will be set forth on an "agreed amount endorsement" to the policy of insurance; and will not be less than 100% of the replacement value of such buildings and improvements. Landlord shall also be shown as a loss payee on the policy.
- c. Tenant will, at its sole expense, obtain any and all other insurance which Landlord reasonably deems necessary in connection with Tenant's lease of the Property and which is customarily carried by similarly situated farmers in Bexar County, Texas.
- d. All insurance required in this section and all renewals of it will be issued by companies authorized to transact business in the State of Texas and rated at least A - by Best's Insurance Reports or otherwise approved by Landlord and shall be delivered to Landlord on or before the Effective Date. The "all-risk" coverage insurance will be payable to Landlord, Tenant, and any lender as their interests may appear. The "all-risk" coverage insurance and the general liability insurance will be carried in the joint names of Tenant, Landlord, and such other parties having an interest in the Property as Landlord may designate. All insurance policies will be subject to approval by Landlord as to form and substance; will expressly provide that such policies will not be canceled or altered without thirty (30) days' prior written notice to Landlord, and to Landlord, in the case of general liability insurance; will, to the extent obtainable, provide that no act or omission of Tenant that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained; and will, to the extent obtainable, contain a waiver by the insurer of its rights of subrogation against Landlord.

24. Non-Liability of Landlord for Damages.



- a. AS A MATERIAL PART OF THE CONSIDERATION TO LANDLORD, TENANT HEREBY ASSUMES ALL RISK OF LOSS OR DAMAGE TO PROPERTY OR INJURY TO PERSONS OCCURRING IN, UPON OR ABOUT THE PROPERTY ARISING FROM ANY CAUSE AND TENANT WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST THE LANDLORD. **IT IS THE EXPRESS INTENTION OF THE TENANT THAT THE WAIVER PROVIDED FOR IN THIS AGREEMENT WAIVE THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF LANDLORD AND LANDLORD'S AFFILIATED COMPANIES, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES, INCLUDING WHERE SAME IS A CONTRIBUTING CAUSE OF THE CLAIM.**
- b. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, TENANT SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY VEHICLES, EQUIPMENT OR PROPERTY BROUGHT ONTO, USED AT, OR ASSOCIATED WITH THE PROPERTY BY TENANT OR ANY PERSON ALLOWED ON THE PROPERTY BY TENANT. TENANT HEREBY WAIVES ANY CAUSE OF ACTION OR RIGHT OF CONTRIBUTION IT MAY HAVE AGAINST LANDLORD FOR ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES ARISING FROM OR ATTRIBUTABLE TO ANY DAMAGE TO ANY SUCH VEHICLE, EQUIPMENT OR PROPERTY. **IT IS THE EXPRESS INTENTION OF THE TENANT THAT THE WAIVER PROVIDED FOR IN THIS AGREEMENT WAIVE THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF LANDLORD AND LANDLORD'S AFFILIATED COMPANIES, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES, INCLUDING WHERE SAME IS A CONTRIBUTING CAUSE OF THE CLAIM.**
25. Condemnation. Notwithstanding anything in this Lease to the contrary, in case of a taking of all or any part of the Property as the result of the exercise of the right of eminent domain, or a sale in lieu or in anticipation of such exercise (a "Taking"), this Lease shall terminate as to the part subject to the Taking on the date title vests in the condemnor, and shall continue as to the remaining part. If all or such a substantial part of the Property is taken so that, in Landlord's reasonable opinion there does not remain a portion susceptible of economic use by Tenant, this Lease shall terminate on the date title vests in the condemnor; provided that if a Taking results in Tenant being permanently denied access to the Property, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord. Any compensation awarded for a Taking shall be for the account of

Landlord; provided, however, that Tenant shall receive the portion thereof allocable to the current year's crops.

26. Default by Tenant. The occurrence of any one or more of the following events at any time during the Term is a default:

- a. Failure by Tenant to make any payment of rent or other sum required hereunder when due;
- b. Assignment, mortgage, or encumbrance of any portion of this Lease, the Property (except that Tenant shall be permitted to assign, mortgage, or encumber any crops grown on the Property), or subletting of the whole or any part of the Property, other than as expressly permitted hereunder, or transfer of this Lease by operation of law or otherwise, except as part of the administration of an individual Tenant's probate estate or as otherwise permitted hereunder;
- c. Failure by Tenant to obtain or renew insurance required under this Lease within fifteen (15) days after written notice and demand;
- d. The filing in any court or other tribunal pursuant to any statute or other rule of law of a petition in bankruptcy, insolvency proceedings, application for reorganization or appointment of a receiver or trustee of substantially all of Tenant's property, or an application for any other form of debtor relief, unless such petition be filed against Tenant and if in good faith Tenant shall promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within sixty (60) days after the date of filing or the commencement of such proceedings;
- e. Assignment of all or any portion of this Lease by Tenant for the benefit of creditors;
- f. Vacation, abandonment, or failure to farm the Property; or,
- g. Failure to observe or perform any other covenant, condition or provision of this Lease to be observed or performed by Tenant, where such failure continues for a period of ten (10) days after written notice from Landlord.

27. Remedies of Landlord.

- a. In the event of a default under this Lease, in addition to any other right or remedy set forth herein or available at law or in equity, Landlord may, at its election:
  - i. Terminate this Lease. Upon termination of this Lease, Tenant shall surrender possession of and vacate the Property immediately and shall deliver possession thereof to Landlord, and Tenant hereby

grants to Landlord the full and free right, without demand or notice of any kind to Tenant, to enter into and upon the Property in such event with or without process of law and to repossess the Property as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Property without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of Law. Upon termination of this Lease by Landlord, Tenant shall have no right to return to the Property nor to harvest the crops remaining, if any, without the prior written consent of the Landlord. Landlord reserves the right to supervise any harvest by Tenant which Landlord may allow and to impose upon Tenant any terms and conditions Landlord deems appropriate.

- ii. Enter upon and take possession of the Property, by judicial force if necessary, and expel or remove Tenant and any other person who may be occupying all or any part of the Property without being liable for prosecution of any claim for damages, and relet the Property on behalf of Tenant and receive directly the rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Property; further, Tenant agrees to reimburse Landlord for any reasonable expenditures made by it for repairing in order to relet the Property.
  - iii. Enter upon the Property, by judicial force if necessary, without being liable for prosecution for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may reasonably incur in effecting compliance with Tenant's obligations under this Lease; further, Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with the Tenant's obligations under this subparagraph unless caused by the gross negligence of Landlord.
- b. Tenant shall be liable for and hereby agrees to pay any and all losses, liabilities, costs and expenses, including attorneys' fees, which Landlord incurs in connection with any of the aforesaid defaults and the enforcement of Landlord's rights and remedies under this Lease as a result of such default.
  - c. Without otherwise limiting the Landlord's rights and remedies hereunder, the Landlord may in the event of default and retaking of possession of the Property cultivate, harvest, and sell any growing crops planted on the Property, applying the proceeds (i) to costs incurred by Landlord in the

cultivation, harvesting, and selling such crops, then (ii) to repayment of any rent due under this Lease, then (iii) to repay Landlord any costs, including attorney's fees and costs related to termination of this Lease or securing possession of the Leased Property. Any proceeds remaining after such payments shall be returned to Tenant.

- d. No remedy herein or otherwise conferred upon or reserved to Landlord shall be deemed to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute, and every remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. In the event Landlord elects to re-enter or take possession of the Property after a default, Tenant hereby waives notice of such re-entry and repossession and of Landlord's intent to re-enter or retake possession.
  
- e. The Lease shall be deemed a Security Agreement for purpose of creating a security interest as that term is defined by the Texas Business and Commerce Code and in the Food Security Act of 1985. The Tenant hereby grants to Landlord a present security interest in the Collateral described herein to secure payment and performance of all obligations and indebtednesses of Tenant created or incurred pursuant to this Lease. The term "Collateral" is (i) all annual and perennial crops grown on the Property for all Crop Years during the Term, (ii) all harvested crops, products of crops, farm products, and crop proceeds whether the same are now owned or hereafter acquired by Tenant, (iii) all documents of title or other documents representing a storage right or obligation which may be received by Tenant for crops, farm products, or products of crops owned by Tenant, (iv) all payments, certificates of entitlement, commodity certificates and other documents paid, issued, or granted (or to be paid, issued, or granted hereafter) to Tenant by the United States Department of Agriculture for Tenant's participation in any government program, (v) all crop inventory owned by Tenant, (vi) all insurance proceeds for the loss, damage or theft of the Collateral, (vii) all products, increase or offspring of the Collateral, (viii) all seed, seed plants, or propagative materials of the Collateral, (ix) all claims or causes of action relating to the use, sale, lease, damage, or loss of the Collateral, (x) all fees, charges, or things of value earned by the Collateral, (xi) all copyrights or patents relating to or arising out of the Collateral, and (xii) all additions to or replacements of the Collateral. Tenant shall procure, execute, and deliver to Landlord any security agreement, financing statement, Listing of Potential Buyers, Prenotification Statement or other writing deemed necessary or desirable by Landlord to create, preserve, protect, or enforce the Landlord's first lien priority rights in the Collateral.

28. No Default. Tenant acknowledges that there has been no default upon the part of Landlord from the Effective Date of this Lease through the date this Lease has been fully executed by the parties.
29. Personal Property of Tenant. In the event that any personal property, trade fixtures, inventory, equipment or alterations of Tenant remain at the Property after Landlord has regained possession, they shall be dealt with in accordance with applicable law. Landlord has no obligation to protect or preserve any such personal property, trade fixtures, inventory, equipment or alterations.
30. Expense Limitation. All other provisions of this Lease notwithstanding in the event the cost to carry out any of the obligations of the Landlord during a Lease Year will exceed the rental paid by Tenant to Landlord under the terms of this Lease for that Lease Year, all other provisions of this Lease notwithstanding, the Landlord is excused from the payment of such expenses and Tenant shall be required to pay any such excess expenses.
31. Subordination. Upon the request of Landlord, Tenant agrees to subordinate the terms of this Lease to any other mortgage obligations or other obligations that Landlord may have imposed upon the Real Property from time to time.
32. Estoppel Letter. Upon Landlord's request Tenant shall execute and deliver to Landlord, from time to time an estoppel letter in a form to be provided by Landlord indicating to Landlord the present status of this Lease.
33. Waiver and Modification. This Lease may be amended or supplemented only by a written instrument signed by the parties hereto. The party benefitted by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made by written instrument signed by the waiving party. No waiver by Landlord or Tenant of any term or provision of this lease shall be deemed or shall constitute a waiver of any other term or provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
34. Severability. In the event any provision of this Lease shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining provisions of this Lease shall nonetheless remain in full force and effect.
35. Construction of Lease. The section headings in this Lease have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. In determining the meaning of, or resolving any ambiguity with respect to any provision of this Lease, such provision shall be interpreted without construing such provision in favor of or against the party responsible for drafting this document.

36. Governing Law. This Lease shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas, without giving effect to principles of conflicts of law.
37. Further Assurances. Tenant agrees to, at their own expense, execute, acknowledge and deliver all instruments and documents and take all actions as may reasonably be required in order to carry out the transactions contemplated in this Lease.
38. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant is paying Rent and fully performing under the terms and conditions of this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Property for the Term.
39. Attorneys' Fees. In the event either party to this Lease shall institute any legal action to enforce the provisions of this Lease or to declare rights and/or obligations under this Lease, the prevailing party shall be entitled to recover from the other party its actual costs, including without limitation, attorneys' fees, expert witness fees and disbursements. The phrase "prevailing party" shall include a party who receives substantially the relief desired, whether by settlement, dismissal, summary judgment or otherwise.
40. Notices. Any notice required to be given under this Lease shall be given in writing and shall be deemed sufficiently given and served for all purposes when personally delivered, delivered by confirmed facsimile, delivered by overnight courier, or by certified or registered mail, certified receipt requested, addressed to the appropriate addressee shown above. Notice shall be deemed effective upon such placing in the mails, on the next business day following delivery and acceptance for next day delivery by any overnight delivery service, upon confirmation that the facsimile was sent, or upon actual delivery if by personal delivery. A party may change its address in the same manner required for giving notice.
41. Time of Essence. Time is of the essence with respect to Landlord's and Tenant's obligations under this Lease.
42. Assignment. Tenant shall not assign this Lease, or any interest herein, or sublet the Property or any portion thereof to any person or entity without Landlord's prior written consent. Any attempted assignment or subletting in violation of this section shall be void. This Lease shall not be assignable by operation of law as to any interests of Tenant herein, except as part of the probate administration of any individual Tenant. The consent to one assignment or sublease by Landlord shall not be deemed to be a consent to a subsequent assignment or sublease.
43. Successors and Assigns. Subject to the above, the provisions contained in this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

- 44. Counterparts. This Lease may be executed in multiple originals and when executed, all such counterparts shall constitute one document.
- 45. Authority. Each party represents and warrants to the other that (a) it has the requisite legal capacity and authority to enter into and fully perform each and all of its obligations under this Lease and (b) this Lease does not in any way violate any covenant, contract, agreement, instrument or understanding by which such party is bound.
- 46. No Partnership. Nothing contained in this Lease shall be deemed to create a partnership, joint venture, or other relationship between Landlord and Tenant other than that of Lessor and Lessee of the Property.

IN WITNESS WHEREOF, Landlord and Tenant have made and executed this Lease to be effective as of the date first set out above.

LANDLORD:

THE CITY OF SAN ANTONIO BY AND  
THROUGH  
SAN ANTONIO WATER SYSTEM

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

TENANT:

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

## EXHIBIT “F” - SAWS LOCATION MAP

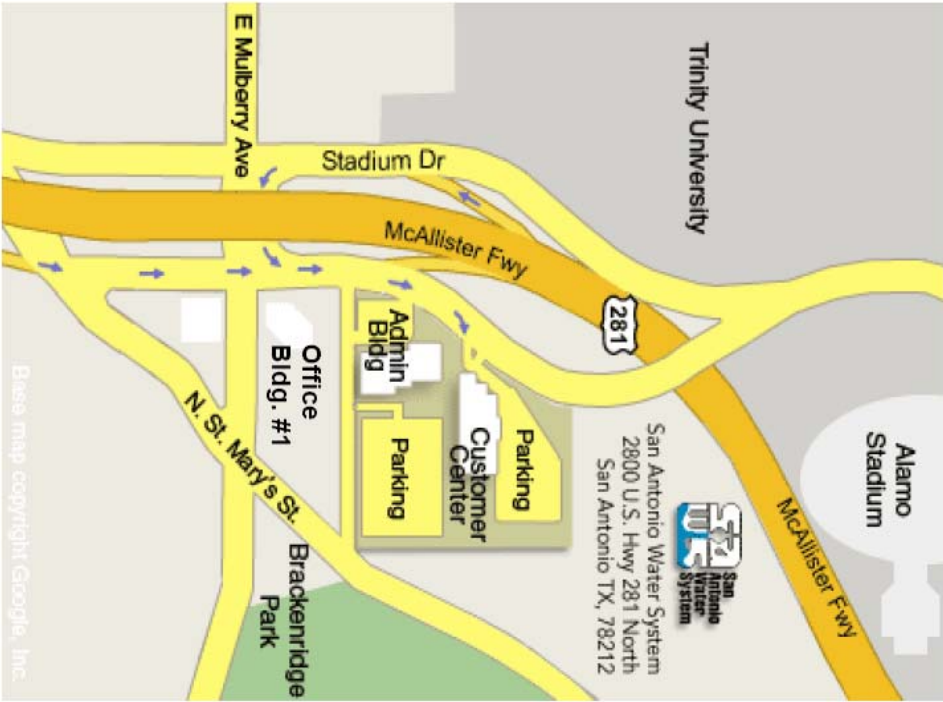


**To access the SAWS Customer Center building:**  
**From northbound U.S. 281:**

Take the St. Mary's St. / Mulberry Ave. exit. Continue on the access road through two traffic lights, crossing St. Mary's and Mulberry. After crossing Mulberry, the SAWS Customer Center is the third office building on the right. Turn right into the final driveway before the access road crosses over U.S. 281. The parking lot and main entrance are located on the north side of the building.

**To access the SAWS Customer Center building:**  
**From southbound U.S. 281:**

Take the Mulberry Ave. / St. Mary's St. exit. Before crossing Mulberry take the turnaround under U.S. 281. Traveling northbound on the access road, the SAWS Customer Center is the third office building on the right. Turn right into the final driveway before the access road crosses over U.S. 281. The parking lot and main entrance are located on the northside of the building.



**Please allow approximately 15 minutes for check-in at the guard's station.**



**EXHIBIT “G” – OFFER FORM**

RFO Name: Agricultural Leases in Uvalde County

Name of Property \_\_\_\_\_  
(Provide one form for each property you wish to provide an offer)

Lease offer to SAWS for Agricultural use of the premises:

A sum of

---

In United States Currency is offered in

Monthly                       Semi-Annual                       Annual

installments shall be paid to SAWS during the lease period.

I certify that I, the undersigned have legal capacity to enter into a lease with SAWS in accordance with the terms included in this RFO request.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **EXHIBIT “H” – SURVEYS**

UVALDE

COUNTY,

TEXAS

GALESTRO JESUS  
abst. 293

Sur.106

Sur. 29

Sur.103

Sur.572

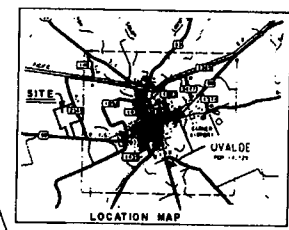
GEORGE GRIFFIN  
abst. 230

T. N. Mc KINNEY  
abst. 1002  
372.877 Acres

WILLIAM ANDRES  
abst. 1

Sur.102

DANIEL DAVIS  
abst. 149



THE SUBJECT PROPERTY IS LOCATED OUTSIDE THE LIMITS OF A 100 YEAR FLOOD ZONE AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, UVALDE COUNTY, TEXAS (UNINCORPORATED AREAS) COMMUNITY PANEL NUMBER 66629 033) C. MAP REVISED: AUGUST 16, 1996

A Plat of 372.877 Acres of land situated about 4 miles S88°W of Uvalde, in Uvalde County, Texas.

Conrad

PREPARED FOR: SAN ANTONIO WATER SYSTEMS

I CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT SAME IS TRUE AND CORRECT. WITNESS MY HAND AND SEAL THIS 14th DAY OF April, 2000.

*Charles W. Rothe*

CHARLES W. ROTHE  
REGISTERED PROFESSIONAL SURVEYOR NO. 2453  
1705 AVENUE K, P. O. BOX 426  
HONDO, TEXAS 78661  
PH. 830-426-3005  
FAX 830-426-8160  
E-MAIL - crothe@hondo.net  
PLAT REVISED: 5/11/00  
PLAT REVISED: 5/24/00



FIELD NOTES TO DESCRIBE

A survey of 372.877 acres of land situated about 4 miles S 88° W of Uvalde in Uvalde County, Texas, being 2.590 acres out of Survey No. 29, Abstract No. 230, George Griffin, original Grantee, and 370.287 acres out of Survey No. 572, Abstract No. 1002, T. N. McKinney, original Grantee, being that same property called 373.19 acres and being 370.64 acres - Second Tract and 2.55 acres - Third Tract in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 756 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 3/4" iron pin found by corner post on the Southwest R.O.W. line of F.M. Highway 2369 (Dunbar Lane) at or near the Northeast corner of said Survey No. 572 and the Southeast corner of Survey No. 106, Abstract No. 293, Calestro Jesus, original Grantee, for the Southeast corner of that certain 745.648 acre tract of land described as Tract No. 1 in a deed to Marjorie Owen Kirchner, et vir from Mary Owen Manry, et ux, et al, dated April 12, 1979, as recorded in Volume 222 on Page 875 of the Deed Records of Uvalde County, Texas, and the Northeast corner of this survey;
- THENCE:** Along fence and the Southwest R.O.W. line of said F.M. Highway 2369 (Dunbar Lane), the following courses:
- S 20-26-14 E 2153.11 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;
- Along the arc of said curve to the left having a radius of 756.20 feet, a central angle of 35°04'00", a tangent of 238.91 feet, and a chord which bears S 37-58-14 E 455.63 feet, a distance of 462.82 feet to a 5/8" iron pin set for the point-of-tangency of said curve;
- S 55-30-14 E 190.70 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the right;
- Along the arc of said curve to the right having a radius of 693.07 feet, a central angle of 34°56'27", a tangent of 218.13 feet, and a chord which bears S 38-02-01 E 416.14 feet, a distance of 422.66 feet to a 5/8" iron pin set for the point-of-tangency of said curve; and
- S 20-33-47 E 376.33 feet to a 3/4" galvanized pipe found by a 6" diameter cedar corner post for the Northeast corner of that certain 18.106 acre tract of land described in a deed to Bill H. Soyars, et ux from Jimmy W. Harrell, et ux, dated April 22, 1975, as recorded in Volume 199 on Page 654 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the North line of said 18.106 acre tract of land, S 70-21-03 W 672.59 feet to a 2" diameter pipe corner post for the Northwest corner of said 18.106 acre tract of land, the upper Northeast corner of that certain 167.764 acre tract of land described in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 760 of the aforementioned Official Public Records, and an angle point of this survey;
- THENCE:** Along fence and the upper North line of said 167.764 acre tract of land, S 70-35-55 W 1598.06 feet to a 3/4" iron pin (bent) found by corner post for the Northwest corner of said 167.764 acre tract of land and an interior corner of this survey;
- THENCE:** Along fence and the upper West line of said 167.764 acre tract of land, S 20-46-38 E 2861.81 feet to a 5/8" iron pin found by a 10" diameter cedar corner post for the Northwest corner of

that certain 9.284 acre tract of land described in a deed to Ross C. Watkins, Inc. from W. O. Kirk, et ux, dated October 23, 1965, as recorded in Volume 160 on Page 423 of the said Deed Records, the upper Southwest corner of said 167.764 acre tract of land and an angle point of this survey;

THENCE: Along fence and the West line of said 9.284 acre tract of land, S 20-33-23 E 713.13 feet to a 5/8" iron pin set by a 2" diameter pipe corner post on the North R.O.W. line of U.S. Highway 90 for the Southwest corner of said 9.284 acre tract of land and the lower Southeast corner of this survey;

THENCE: Along fence and the North R.O.W. line of said U.S. Highway 90, N 87-29-53 W 1021.89 feet to a 3/4" iron pin found by a 2" diameter pipe corner post at the point-of-intersection with the recognized East line of Survey No. 102, Abstract No. 149, Daniel Davis, original Grantee, and the recognized lower West line of said Survey No. 572 for the the Southeast corner of that certain 58.25 acre tract of land described in a deed to Holt Helicopter, Inc. from Dial S. Cornwell, et ux, dated August 6, 1987, as recorded in Volume 280 on Page 609 of the aforementioned Deed Records, and the lower Southwest corner of this survey;

THENCE: Along fence, the recognized East line of said Survey No. 102, the East line of said 58.25 acre tract of land, and the recognized lower West line of said Survey No. 572, N 20-14-41 W 2645.87 feet to a 3/4" iron pipe found by a 2" diameter pipe corner post for the recognized Northeast corner of said Survey No. 102, a recognized interior corner of said Survey No. 572, the Northeast corner of said 58.25 acre tract of land, and an interior corner of this survey;

THENCE: Along fence, the recognized North line of said Survey No. 102, the recognized upper South line of said Survey No. 572, and the North line of said 58.25 acre tract of land, S 69-32-32 W 125.69 feet to a 1" iron pin found by a 2" pipe corner post for an angle point and S 69-57-55 W 602.60 feet to a 3/4" iron pin found by a 12" diameter cedar corner post for the recognized Southeast corner of Survey No. 103, Abstract No. 1, William Andres, original Grantee, the recognized upper Southwest corner of said Survey No. 572, the Southeast corner of that certain 195 acre tract of land described in a deed to James D. Rose from Frances Rose Baker, dated August 29, 1963, as recorded in Volume 152 on Page 456 of the said Deed Records, and the upper Southwest corner of this survey;

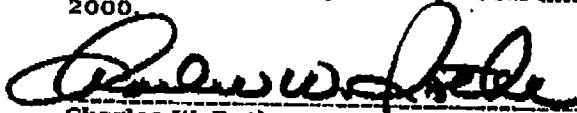
THENCE: Along fence, the recognized East line of said Survey No. 103, the East line of said 195 acre tract of land, the recognized upper West line of said Survey No. 572, and the East line of that certain 43 acre tract of land described in a deed to P. E. Jeffrey from Carlos Meyer, dated March 26, 1965, as recorded in Volume 158 on Page 204 of the said Deed Records, N 20-07-35 W 2289.92 feet to a 4" diameter cedar post for an angle point and N 20-10-39 W 1777.38 feet to a 3/4" iron pin found by an 8" diameter cedar corner post on the recognized South line of said Survey No. 106 and the South line of said 745.648 acre tract of land for the recognized Northeast corner of said Survey No. 103, the recognized Northwest corner of said Survey No. 572, the Northeast corner of said 43 acre tract of land, and the Northwest corner of this survey;

THENCE: Along fence, the recognized South line of said Survey No. 106, the recognized North line of said Survey No. 572, and the South line of said 745.648 acre tract of land, N 70-38-40 E 1802.46 feet to a 6" diameter cedar post for an angle point and N 70-30-10 E 1716.47 feet to the POINT OF BEGINNING.

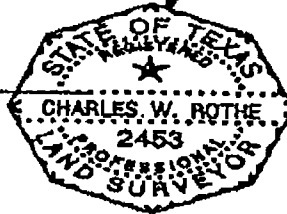
SAWS (372.877 Acres) - Page 3

The bearings are relative to the bearing along the lower West line of this survey between a found  $\frac{1}{2}$ " iron pipe and a found  $\frac{3}{4}$ " iron pin having a bearing and distance of N 20-14-41 W 2645.87 feet.

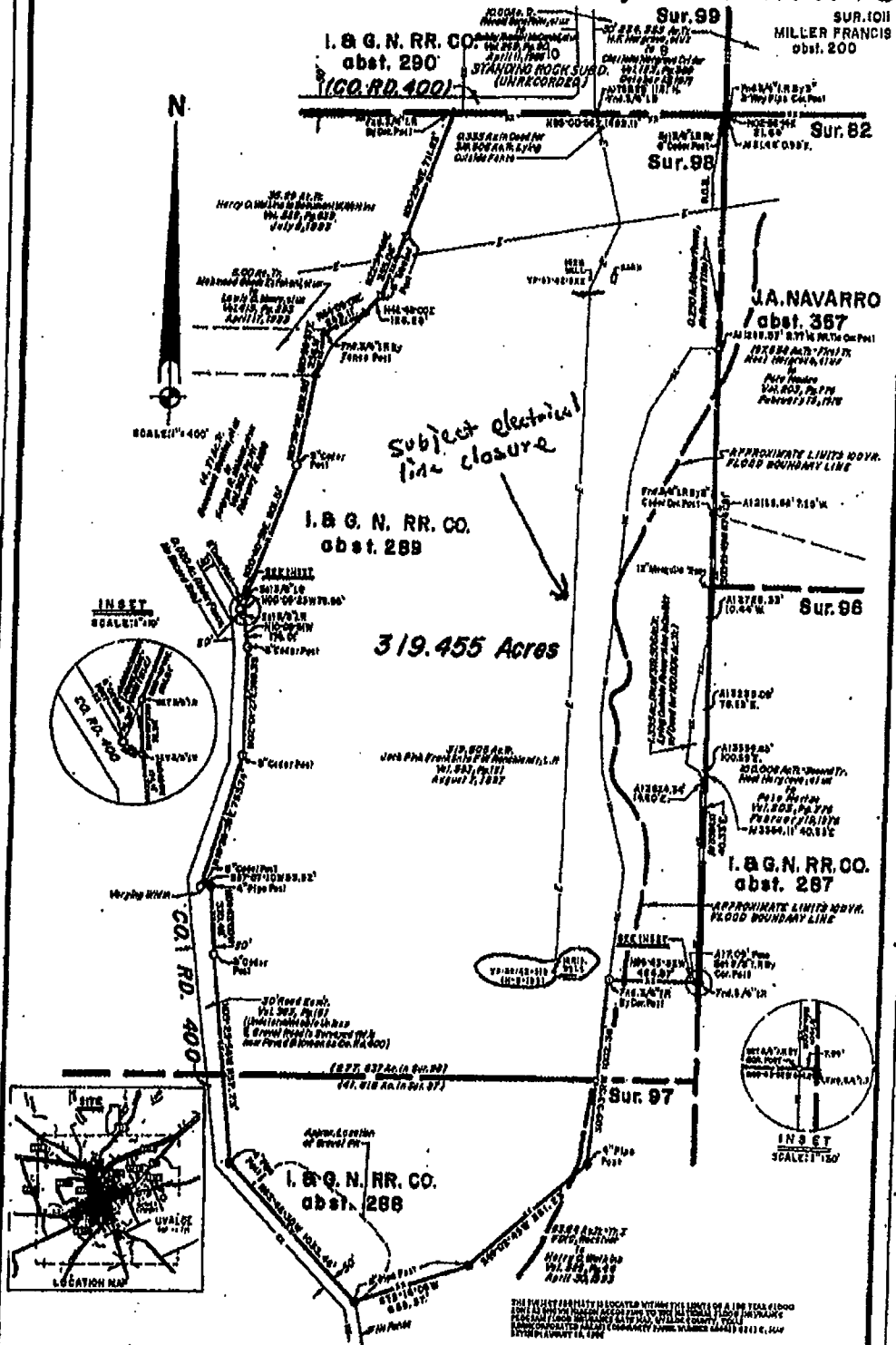
I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the ~~12<sup>th</sup>~~ day of ~~April~~ 2000.



Charles W. Rothe  
Registered Professional Surveyor No. 2453  
1705 Avenue K, P. O. Box 426  
Hondo, Texas 78861  
Ph. (830) 426-3005  
FAX (830) 426-8160



# UVALDE COUNTY, TEXAS



A Plat of 319.455 Acres of land situated about 4.5 miles N07°E of Uvalde, in Uvalde County, Texas.  
 Franklin

PREPARED FOR: SAN ANTONIO WATER SYSTEM

THE FOREGOING PLAT IS LOCATED WITHIN THE LIMITS OF A 1/4 SECTION 10, T10N, R10E, S10W, UVALDE COUNTY, TEXAS, AND IS SUBJECT TO THE RIGHTS OF THE SAN ANTONIO WATER SYSTEM AS SHOWN ON THE PLAT.

I CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT FAITHFUL AND CORRECT COPIES OF THE SAME HAVE BEEN DEPOSITED IN THE PUBLIC OFFICE OF THE COUNTY CLERK OF UVALDE COUNTY, TEXAS, THIS 15th DAY OF SEPTEMBER, 1950.

FRANKLIN W. ROYCE  
 REGISTERED PROFESSIONAL SURVEYOR NO. 1111  
 170 AVENUE W., P. O. BOX 618  
 HONOLULU, HAWAII  
 PLAT REVIEWED: 8/24/50  
 PLAT REVISED: 9/24/50



FIELD NOTES TO DESCRIBE

A survey of 319,455 acres of land situated about 4.5 miles N 07° E of Uvalde in Uvalde County, Texas, being 41,818 acres out of Survey No. 97, Abstract No. 288, I. & G.N.R.R. Co., original Grantee, and 277,637 acres out of Survey No. 98, Abstract No. 289, I. & G.N.R.R. Co., original Grantee, being that same property called 319,506 acres in a deed to FW Ranchlands L.P. from Jack Pink Franklin, dated August 7, 1997, as recorded in Volume 383 on Page 161 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING:

At a 1/2" iron pin found by a 3" diameter 3-way pipe corner post for the called common corner of said Survey No. 98, Survey No. 99, Abstract No. 290, I. & G.N. RR. Co, original Grantee, Survey No. 1011, Abstract No. 200, Miller Francis, original Grantee, and Survey No. 82, Abstract No. 357, J. A. Navarro, original Grantee, and the Southeast corner of that certain 10.00 acre tract of land described in a deed to Bobby Russell McDaniel, et ux, from Ronald Gene Felts, et ux, dated April 11, 1986, as recorded in Volume 269 on Page 90 of the Deed Records of Uvalde County, Texas, the Southwest corner of that certain 234.355 acre tract of land described in a deed to Charlotte Hargrove Crider from H. F. Hargrove, et ux, dated October 13, 1971, as recorded in Volume 183 on Page 389 of the aforementioned Deed Records, the Northwest corner of that certain 197.956 acre tract of land described as First Tract in a deed to Pete Neutze from Neal Hargrove, et ux, dated February 19, 1976, as recorded in Volume 203 on Page 776 of the said Deed Records, and the Northeast corner of this survey;

THENCE:

S 00-21-49 W at 21.44 feet pass 0.98 feet East of a 5/8" iron pin set by a 6" diameter cedar 3-way corner post, at 1286.57 feet pass 2.77 feet West of a railroad tie corner post for an angle point in fence, at 2166.86 feet pass 7.25 feet West of a 5/8" iron pin found by an 8" diameter cedar corner post for the Southwest corner of said 197.956 acre tract of land and the Northwest corner of that certain 100.006 acre tract of land described as Second Tract in the aforementioned deed to Pete Neutze, for an angle point in fence, South 2726.33 feet pass 10.44 West of a 12" diameter mesquite tree for an angle point in fence, at 3235.09 feet pass 76.59 feet East of a 6" diameter cedar post for an angle point in fence, at 3554.85 feet pass 100.59 feet East of a 6" diameter cedar post for an angle point in fence, at 3584.11 feet pass 40.33 feet East of a 24" diameter live oak tree for an angle point in fence, at 3624.34 feet pass 14.60 feet East of an 8" diameter cedar post for an angle point in fence, continuing a total distance of 4741.81 feet to a 1/2" iron pin found for the Northeast corner of that certain 63.84 acre tract of land described as Tract I in a deed to Harry O. Watkins from FDIC Receiver, dated April 30, 1993, as recorded in Volume 323 on Page 44 of the said Official Public Records, and the upper Southeast corner of this survey;

THENCE:

Along the North line of said 63.84 acre tract of land, N 89-43-52 W at 7.09 feet pass a 5/8" iron pin set by corner post, continuing along fence a total distance of 484.87 feet to a 1/2" iron pin found by corner post for the upper Northwest corner of said 63.84 acre tract of land and an interior corner of this survey;

THENCE:

Along fence and the West and Northwest line of said 63.84 acre tract of land, S 05-58-31 W 1002.38 feet to a 4" diameter pipe post for an angle point, S 49-02-45 W 861.23 feet to a 4" diameter pipe post for an angle point, and S 72-14-06 W 666.37 feet to a 4" diameter pipe corner post on the Northeast line of County Road 400 for the West corner of said 63.84 acre tract of land and the South corner of this survey;



SAWS (319.455 Acres) - Page 2

- THENCE: Along fence and the Northeast and East line of said County Road 400, the following courses:
- N 43-46-30 W 1033.46 feet to a 4" diameter pipe post for an angle point;
  - N 05-25-54 W 1137.73 feet to an 8" diameter cedar post for an angle point;
  - N 04-43-00 W 370.49 feet to a 4" diameter pipe post for an angle point;
  - S 87-07-10 W 53.52 feet to an 8" diameter cedar corner post for an angle point;
  - N 16-39-56 E 753.74 feet to an 8" diameter cedar post for an angle point;
  - N 02-01-27 E 589.39 feet to an 8" diameter cedar post for an angle point; and
  - N 10-05-51 W 174.01 feet to a 5/8" iron pin set in a cedar post for the Southeast corner of that certain 14.71 acre tract of land described in a deed to George R. Holmes, et ux from Beaumont Watkins, et ux, dated February 16, 1996, as recorded in Volume 362 on Page 141 of the said Official Public Records, and an angle point of this survey;
- THENCE: Leaving fence and along the East line of said 14.71 acre tract of land, N 00-05-23 W 76.56 feet to a 5/8" iron pin set in fence for an angle point of said 14.71 acre tract of land and an angle point of this survey;
- THENCE: Along fence and the East line of said 14.71 acre tract of land, N 20-40-59 E 801.31 feet to a 6" diameter cedar post for an angle point and N 10-58-16 E 508.50 feet to a 1/4" iron pin found by fence post for the Northeast corner of said 14.71 acre tract of land, the Southeast corner of that certain 5.00 acre tract of land described in a deed to Lewis D. Moore, et ux from Mohmood Ghods-Bafahani, et ux, dated April 17, 1999, as recorded in Volume 415 on Page 293 of the said Official Public Records, and an angle point of this survey;
- THENCE: Along fence and the East line of said 5.00 acre tract of land, N 10-58-57 E 236.11 feet to a 1/4" iron pin found by fence post for an angle point in the East line of said 5.00 acre tract of land, the Southeast corner of that certain 36.29 acre tract of land described in a deed to Beaumont W. Watkins from Harry O. Watkins, dated July 8, 1993, as recorded in Volume 326 on Page 639 of the said Official Public Records, and an angle point of this survey;
- THENCE: Along fence and the Southeast line of said 36.29 acre tract of land, N 64-09-09 E 243.11 feet to a 3/4" iron pin found by fence post for an angle point, N 42-48-00 E 126.28 feet to a 6" diameter treated post for an angle point, N 22-34-48 E 355.06 feet to a 6" diameter treated post for an angle point and N 20-25-41 E 711.83 feet to a 3/4" iron pin found by corner post on the recognized North line of said Survey No. 98, the recognized South line of said Survey No. 99, the South line of said County Road 400, for the Northeast corner of said 36.29 acre tract of land and the Northwest corner of this survey;
- THENCE: Leaving fence, along the recognized common line of said Survey Nos. 99 and 98, and through said County Road 400, N 89-00-56 E at 788.25 feet pass 11.91 feet North of a 3/4" iron pin found in fence 1 foot West of the centerline of an overhead electric line, continuing along the South line of the aforementioned Bobby Russell McDaniel 10.00 acre tract of land, a total distance of 1489.11 feet to the POINT OF BEGINNING.

SAWS (319.455 Acres) - Page 3

The bearings are relative to the bearing along the East line of this survey between two found  $\frac{3}{4}$ " iron pins having a bearing and distance of S 00-21-49 W 4741.81 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the 13<sup>th</sup> day of April 2000.



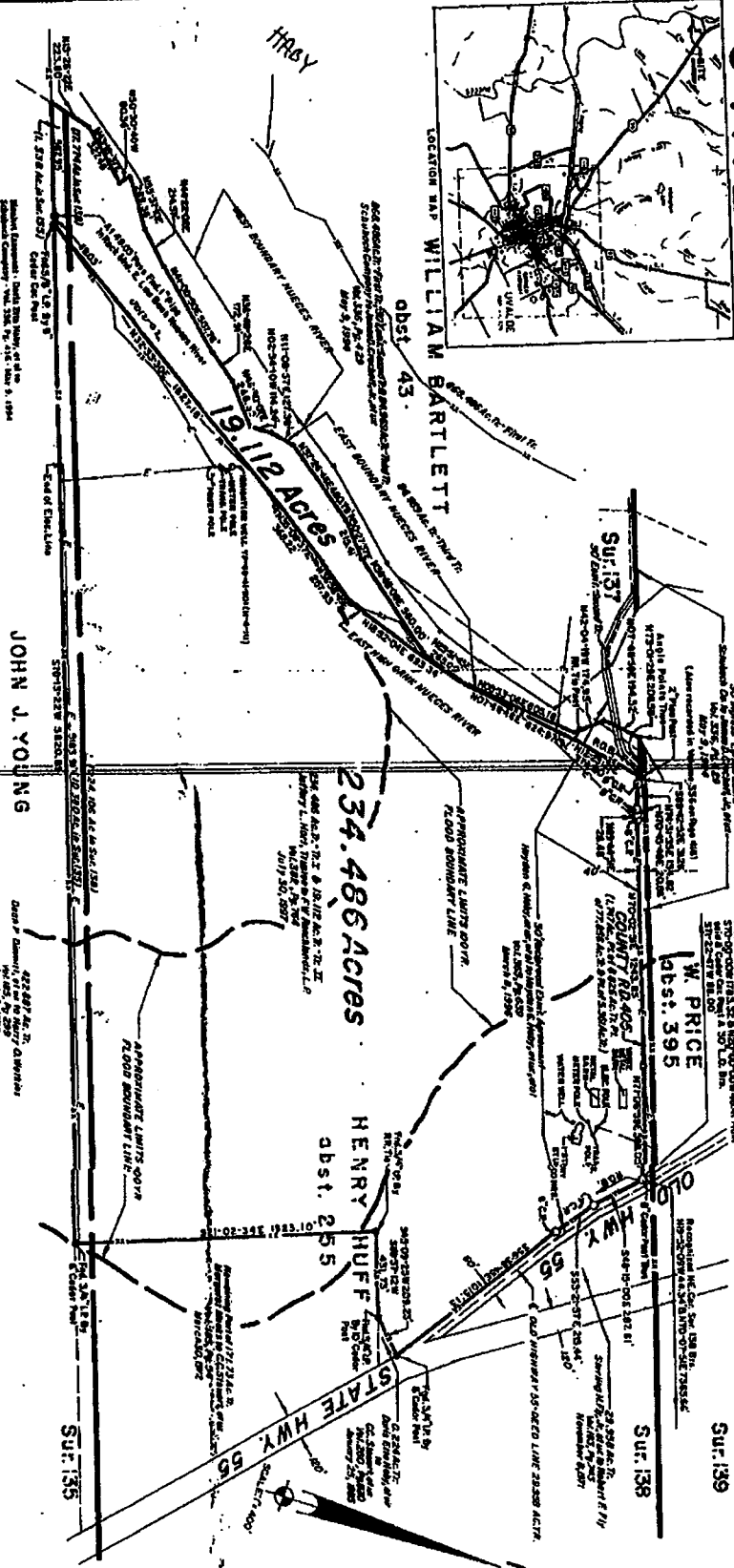
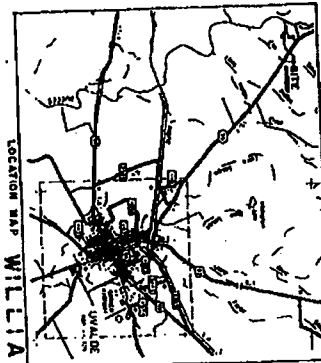
Charles W. Rothe  
Registered Professional Surveyor No. 2453  
1705 Avenue K, P. O. Box 426  
Hondo, Texas 78861  
Ph. (830) 426-8005  
FAX (830) 426-8160



UVVALDE

COUNTY,

TEXAS



A Plat of 253.598 Acres of land situated about 12.6 miles N56°W of Uvalde, in Uvalde County, Texas.

Hubby

PREPARED FOR SAN ANTONIO WATER SYSTEM

AD835-0004-00 Imp  
AD835-0005-00  
AD835-0006-00  
AD835-0007-01  
AD835-0008-01  
AD835-0009-02

I CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY ME OR BY AN AGENT OR ASSISTANT UNDER MY CLOSE PERSONAL SUPERVISION ON THE DATE AND AT THE PLACE HEREIN SET FORTH AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS.  
DATE: 5/11/00  
BY: [Signature]  
[Seal]

FIELD NOTES TO DESCRIBE

A survey of 19.112 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 1.338 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 17.774 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract II in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING:** At a 2" diameter pipe corner post found at the point-of-intersection of the East high bank of the Nueces River and the South line of a certain County Road near Haby's Crossing for the Northeast corner of this survey and the Northwest corner of a certain 234.486 acre tract of land, this day surveyed, from which an 8" diameter cedar post on the recognized North line of said Survey No. 138 and the North line of said County Road bears N 70-00-00 E 241.53 feet and N 20-00-00 W 14.68 feet, from said 8" diameter cedar corner post, a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;

**THENCE:** Along the East high bank of said Nueces River and the West and Northwest line of said 234.486 acre tract of land, the following courses:

Along fence, S 12-25-21 W 374.80 feet to a railroad tie corner post for an angle point;

Leaving fence, S 07-46-46 W 624.97 feet to an angle point;

S 18-32-04 W 693.34 feet to an angle point;

S 36-38-49 W 257.93 feet to an angle point;

S 35-06-37 W 368.22 feet to an angle point; and

S 32-33-30 W 1827.18 feet to a 5/8" iron pin set by an 8" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 299 of the Deed Records of Uvalde County, Texas, for the Southwest corner of said 234.486 acre tract of land and the Southeast corner of this survey;

**THENCE:** Along the Northwest line of said 422.887 acre tract of land, S 70-13-22 W at 49.03 feet pass a 1" diameter iron pipe in a rock mound on the East low bank of said Nueces River, continuing a total distance of 636.98 feet to a point on the East boundary line of the Nueces River for the Southwest corner of this survey;

**THENCE:** Along the East and Southeast boundary line of said Nueces River, the following courses:

N 15-26-22 E 223.80 feet to an angle point;

N 43-18-37 E 327.46 feet to an angle point;

N 50-30-40 W 60.36 feet to an angle point;

N 55-37-10 E 289.36 feet to an angle point;

N 44-22-02 E 214.57 feet to an angle point;

N 41-00-50 E 507.76 feet to an angle point;

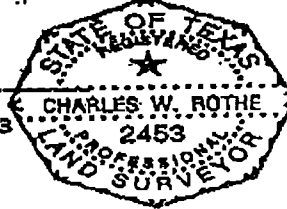
N 36-49-26 E 172.91 feet to an angle point;  
N 49-30-07 E 248.39 feet to an angle point;  
N 02-34-10 W 114.24 feet to an angle point;  
N 11-08-57 E 127.38 feet to an angle point;  
N 37-24-46 E 460.79 feet to an angle point;  
N 50-27-37 E 215.41 feet to an angle point;  
N 36-48-09 E 560.00 feet to an angle point;  
N 25-51-45 E 265.00 feet to an angle point;  
N 05-33-06 E 605.18 feet to an angle point;  
N 42-04-19 W 174.95 feet to an angle point;  
N 07-46-59 E 194.52 feet to a point on or near the  
Northwest corner of said Survey No. 138 for the  
Northwest corner of this survey;

THENCE: N 73-01-29 E 206.56 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and the same is true and correct. Witness my hand and seal this the 17 day of April, 2000.



Charles W. Rothe  
Registered Professional Surveyor No. 2453  
1705 Avenue K, P.O. Box 426  
Hondo, Texas 78861  
Ph. (830) 426-3005  
FAX (830) 426-8160



FIELD NOTES TO DESCRIBE

A survey of 234.486 acres of land situated about 12.6 miles N 56° W of Uvalde, in Uvalde County, Texas, being 10.380 acres out of Survey No. 135, Abstract No. 548, John J. Young, original Grantee, and 224.106 acres out of Survey No. 138, Abstract No. 255, Henry Huff, original Grantee, being that same property described as Tract I in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 764 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At an 8" diameter cedar corner post found at the point-of-intersection of the Southwest line of Old Highway 55 and the Southeast line of a certain County Road for the Northeast corner of this survey from which the recognized Northeast corner of said Survey No. 138 bears N 19-52-09 W 44.34 feet and N 70-07-51 E 7365.66 feet, from said 8" diameter cedar corner post a 30" diameter live oak tree bears S 71-22-47 W 88.00 feet;
- THENCE:** Along fence and the Southwest line of said Old Highway 55, S 48-15-00 E 287.61 feet to a 4" diameter cedar post for an angle point, S 53-21-57 E 215.44 feet to an 8" diameter cedar corner post for an angle point, and S 56-38-43 E 1015.13 feet to a 3/4" iron pin found by a 6" diameter cedar corner post for the North corner of a certain 0.224 acre tract of land described in a deed to C. C. Stewart, et ux from Doris Etta Haby, et vir, dated January 25, 1985, as recorded in Volume 260 on Page 820 of the aforementioned Deed Records, and the upper Southeast corner of this survey;
- THENCE:** Along fence and the Northwest line of said 0.224 acre tract of land, S 45-09-25 W 209.23 feet to a 3/4" iron pin found by a 10" diameter cedar corner post on the Northwest line of that certain tract of land described in a deed to C. C. Stewart, et ux from Margaret Meeks, dated March 30, 1972, as recorded in Volume 185 on Page 54 of the Deed Records of Uvalde County, Texas, for the West corner of said 0.224 acre tract of land, and an angle point of this survey;
- THENCE:** Along fence and the Northwest line of said C. C. Stewart, et ux, tract of land, S 69-37-12 W 431.73 feet to a 3/4" iron pin found by railroad tie corner post for the Northwest corner of said C. C. Stewart, et ux, tract of land, and an interior corner of this survey;
- THENCE:** Along fence and the Southwest line of said C. C. Stewart, et ux, tract of land, S 21-02-34 E 1523.10 feet to a 3/4" iron pin found by a 6" diameter cedar corner post on the Northwest line of that certain 422.887 acre tract of land described in a deed to Harry O. Watkins from Dean P. Dimmitt, et ux, dated April 19, 1972, as recorded in Volume 185 on Page 299 of the aforementioned Deed Records, for the Southwest corner of said C. C. Stewart, et ux, tract of land, and the lower East corner of this survey;
- THENCE:** Along fence and the Northwest line of said 422.887 acre tract of land, S 70-13-22 W 5183.91 feet to a 5/8" iron pin found by an 8" diameter cedar corner post on the East high bank of the Nueces River for the South corner of this survey;
- THENCE:** Along the East high bank of the Nueces River, the following courses:
- N 32-33-30 E 1827.18 feet to an angle point;
  - N 35-06-37 E 368.22 feet to an angle point;
  - N 36-38-49 E 257.93 feet to an angle point;

N 18-32-04 E 693.34 feet to an angle point; and

N 07-46-46 E 624.97 feet to a railroad tie corner post  
for an angle point;

THENCE: Along fence and the East high bank of said Nueces River,  
N 12-25-21 E 374.80 feet to a 2" diameter pipe corner post  
on the Southeast line of a County Road for the Northwest  
corner of this survey;

THENCE: Along fence and the Southeast line of said County Road,  
the following courses:

S 89-42-52 E 31.26 feet to a 6" diameter cedar post for  
an angle point;

N 74-31-35 E 134.82 feet to an 8" diameter cedar post  
for an angle point;

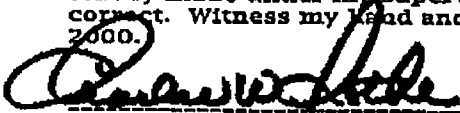
N 70-45-48 E 20.86 feet to an 8" diameter cedar post  
for an angle point;

N 69-44-51 E 28.48 feet to an 8" diameter cedar post  
for an angle point;

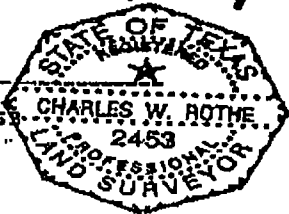
N 70-02-51 E 1243.85 feet to a electric power pole for  
an angle point; and

N 71-06-59 E 568.05 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual  
survey made under my supervision on the ground and the same is true and  
correct. Witness my hand and seal this the 11<sup>th</sup> day of April,  
2000.



Charles W. Rothe  
Registered Professional Surveyor No. 2453  
1705 Avenue K, P. O. Box 426  
Hondo, Texas 78861  
Ph. (830) 426-3005  
FAX (830) 426-8160



Electric Transmission and Distribution Line Easement - J. H. Ashby, et ux to Central Power and Light Company - Vol. 96, Pg. 239 - April 15, 1943

THE SUBJECT PROPERTY IS LOCATED OUTSIDE THE LIMITS OF A 100 YEAR FLOOD ZONE AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD ZONE MAP OF THE NATIONAL FLOOD INSURANCE PROGRAM (FIP) COMMUNITY FLOOD NUMBER 48629 0250 B. EFFECTIVE DATE: AUGUST 4, 1987

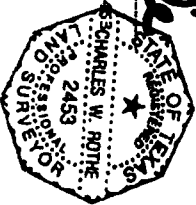
The bearings are relative to the bearing along the North R.O.W. line of said Southern Pacific Railroad between two found 5" Iron pins having a bearing and distance of N 82°-36'-16" W 1571.57 feet.

PREPARED FOR: San Antonio Water Systems

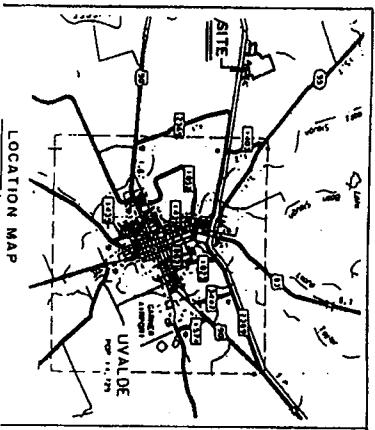
A survey of 190.848 acres of land situated about 6 miles N 65° W of Uvalde in Uvalde County, Texas, being 34,211 acres out of Survey No. 111, Abstract No. 42, R. A. Bell, original Grantee, 98,037 acres out of Survey No. 114, Abstract No. 335, F. R. Whitney, original Grantee, and 58,600 acres out of Survey No. 115, Abstract No. 237, Randall Jones, original Grantee, being that same property called 190.85 acres and described as First Tract in a deed to FW Ranchlands L.P. from Jeffrey L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 756 of the Official Public Records of Uvalde County, Texas.

Certify that the foregoing plat was prepared from an actual survey made under my supervision on the 10th day of April, 2000. Witness my hand and seal this 10th day of April, 2000.

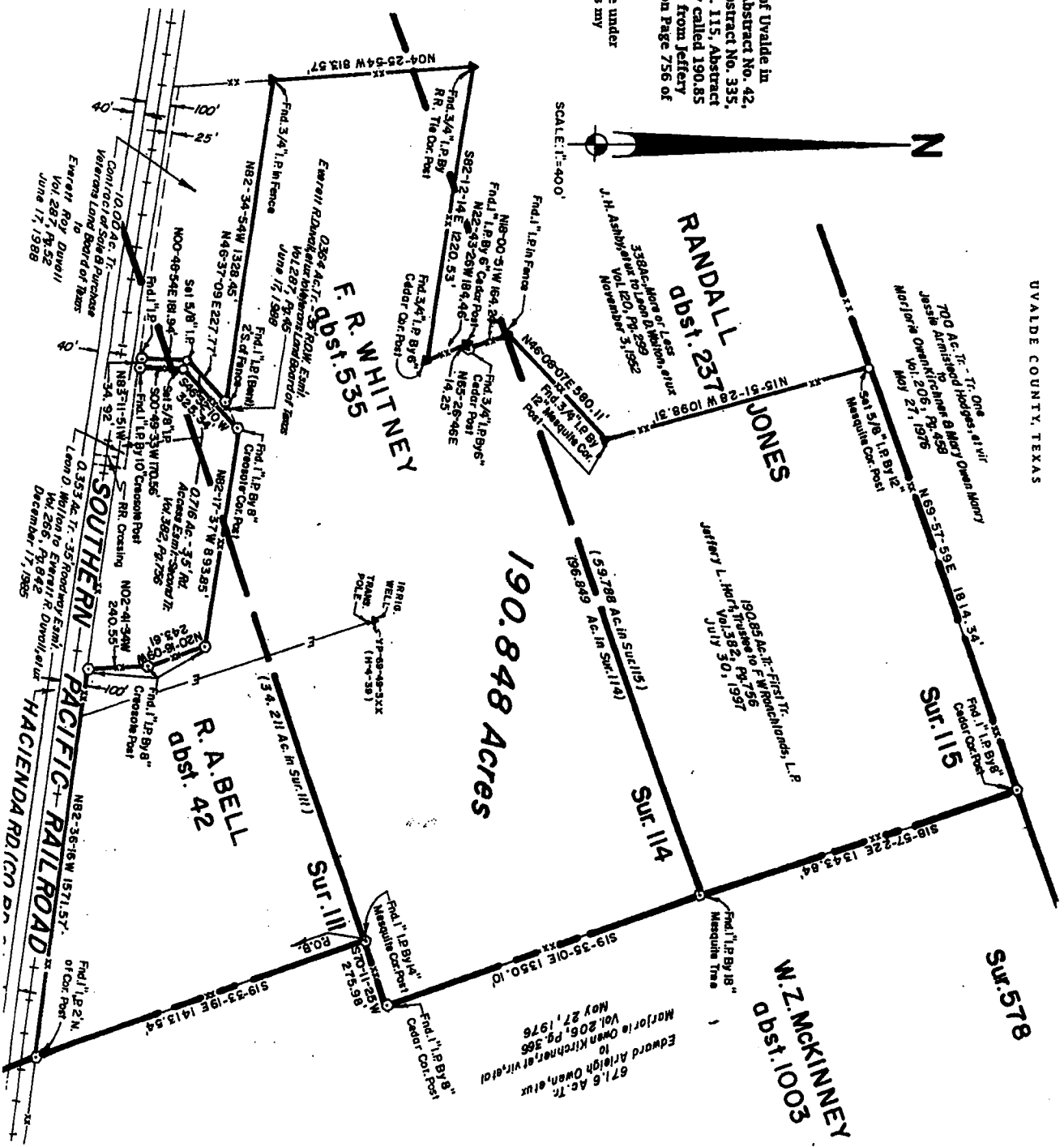
Charles W. Rorhe  
Registered Professional Surveyor No. 2453  
1705 Avenue K, P. O. Box 426  
Uvalde, Texas 78861  
Ph. (830) 426-3005  
FAX (830) 426-8160



PLAT REVISED: 5/9/00  
PLAT REVISED: 5/24/00



Welfen





FIELD NOTES TO DESCRIBE

A survey of 190.848 acres of land situated about 6 miles N 65° W of Uvalde in Uvalde County, Texas, being 34.211 acres out of Survey No. 111, Abstract No. 42, R. A. Bell, original Grantee, 96.849 acres out of Survey No. 114, Abstract No. 335, F. R. Whitney, original Grantee, and 59.788 acres out of Survey No. 115, Abstract No. 237, Randall Jones, original Grantee, being that same property called 190.85 acres and described as First Tract in a deed to FW Ranchlands L.P. from Jeffery L. Hart, Trustee, dated July 30, 1997, as recorded in Volume 382 on Page 756 of the Official Public Records of Uvalde County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 1" iron pin found by a 14" diameter mesquite corner post for the recognized Northeast corner of said Survey No. 111, a recognized lower exterior corner of Survey No. 578, Abstract No. 1008, W. Z. McKinney, original Grantee, an exterior corner of that certain 671.6 acre tract of land described in a deed to Marjorie Owen Kirchner, et vir, et al from Edward Arleigh Owen, et ux, dated May 27, 1976, as recorded in Volume 206 on Page 366 of the Deed Records of Uvalde County, Texas, and an interior corner of this survey;
- THENCE:** Along fence, the recognized East line of said Survey No. 111, the recognized lower West line of said Survey No. 578, and the lower West line of said 671.6 acre tract of land, S 19-33-19 E 1413.54 feet to a 1" iron pin found 2 feet North of a corner post on the North R.O.W. line of the Southern Pacific Railroad for the Southwest corner of said 671.6 acre tract of land and the lower Southeast corner of this survey;
- THENCE:** Generally along fence and the North R.O.W. line of said Southern Pacific Railroad, N 82-36-16 W 1571.57 feet to a 1" iron pin found by an 8" diameter creosote corner post for an exterior corner of this survey;
- THENCE:** Along fence and interior East line of this survey, N 02-41-34 W 240.55 feet to a 1" iron pin found by an 8" diameter creosote post for an angle point and N 20-16-09 W 243.61 feet to a 1" iron pin found by an 8" diameter creosote corner post for an interior corner of this survey;
- THENCE:** Along fence and an interior South line of this survey, N 82-17-37 W 893.85 feet to a 1" iron pin found by an 8" diameter creosote corner post for the Northeast corner of a certain 0.364 acre tract of land being a 35-foot-wide R.O.W. easement described in a deed to the Veterans Land Board of Texas from Edward D. Duvall, et ux, dated June 17, 1988, as recorded in Volume 287 on Page 45 of the aforementioned Deed Records;
- THENCE:** Along fence and the Southeast and East line of said 0.364 acre 35-foot-wide R.O.W. Easement, S 46-32-10 W 325.34 feet to a 5/8" iron pin set for an angle point and S 00-49-33 W 170.56 feet to a 1" diameter iron pin found by a 10" diameter creosote corner post for the Southeast corner of said 0.364 acre 35-foot-wide R.O.W. Easement, a point on the North line of that certain 0.353 acre tract of land being a 35-foot-wide R.O.W. Easement described in a deed to Everett R. Duvall, et ux from Leon D. Walton, dated December 17, 1985, as recorded in Volume 266 on Page 842 of the said Deed Records, and an interior Southeast corner of this survey;

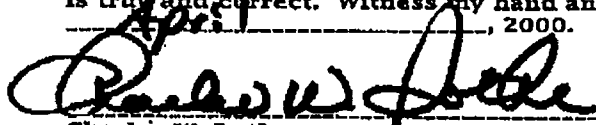
- THENCE: Along the North line of said 0.353 acre 35-foot-wide R.O.W. Easement, N 83-11-51 W 34.92 feet to a 1" iron pin found on the East line of that certain 10.00 acre tract of land described in a Contract of Sale and Purchase to Everett Ray Duvall from the Veterans Land Board of Texas, dated June 17, 1988, as recorded in Volume 287 on Page 52 of the said Deed Records, for the Southwest corner of said 0.364 acre 35-foot-wide R.O.W. Easement, the Northwest corner of said 0.353 acre 35-foot-wide R.O.W. Easement, and the lower Southwest corner of this survey;
- THENCE: Along the East and Southeast line of said 10.00 acre tract of land and the West and Northwest line of said 0.364 acre 35-foot-wide R.O.W. Easement, N 00-46-54 E 181.94 feet to a 5/8" iron pin set for an angle point and N 46-37-09 E 227.77 feet to a 1" iron pin (bent) found 2 feet South of fence for the Northeast corner of said 10.00 acre tract of land and an interior corner of this survey;
- THENCE: Along the North line of said 10.00 acre tract of land, N 82-34-54 W 1328.45 feet to a 3/4" iron pin found in fence for the Northwest corner of said 10.00 acre tract of land and the upper Southwest corner of this survey;
- THENCE: Along fence, N 04-25-54 W 813.57 feet to a 3/4" iron pin found by railroad the corner post for the lower Northwest corner of this survey;
- THENCE: Along fence, S 82-12-14 E 1220.53 feet to a 3/4" iron pin found by a 6" diameter cedar corner post for an interior corner of this survey;
- THENCE: Along fence and the middle West line of this survey, N 22-43-26 W 184.46 feet to a 1" iron pin found by a 6" diameter cedar corner post for an angle point, N 65-26-46 E 14.25 feet to a 3/4" iron pin found by a 6" diameter cedar post for an angle point, and N 18-00-51 W 164.24 feet to a 1" iron pin found in fence about 8 feet N 46-08-07 E from a gate for a middle Northwest corner of this survey;
- THENCE: Along fence, N 46-08-07 E 580.11 feet to a 3/4" iron pin found by a 12" diameter mesquite corner post for an interior corner of this survey;
- THENCE: Along fence, N 15-51-28 W 1098.31 feet to a 5/8" iron pin set by a 12" diameter mesquite corner post on the recognized North line of said Survey No. 115 for the upper Northwest corner of this survey;
- THENCE: Along fence and the recognized North line of said Survey No. 115, N 69-57-59 E 1814.34 feet to a 1" iron pin found by an 8" diameter cedar corner post for the recognized Northeast corner of said Survey No. 115, the recognized upper Northwest corner of said Survey No. 578, the upper Northwest corner of said 671.6 acre tract of land, and the Northeast corner of this survey;
- THENCE: Along fence, the recognized East line of said Survey No. 115, the recognized East line of said Survey No. 114, the recognized upper West line of said Survey No. 578, and the upper West line of said 671.6 acre

tract of land, S 18-57-22 E 1343.84 feet to a 1" iron pin found by an 18" diameter mesquite tree, for the recognized Southeast corner of said Survey No. 115 and the recognized Northeast corner of said Survey No. 114, and S 19-35-01 E 1350.10 feet to a 1" iron pin found by an 8" diameter cedar corner post for the recognized Southeast corner of said Survey No. 114, a recognized interior corner of said Survey No. 578, an interior corner of said 671.6 acre tract of land, and an exterior corner of this survey;

**THENCE:** Along fence, the recognized South line of said Survey No. 114, a recognized lower North line of said Survey No. 578, and the lower North line of said 671.6 acre tract of land, S 70-11-25 W 275.98 feet to the POINT OF BEGINNING.

The bearings are relative to the bearing along the North R.O.W. line of said Southern Pacific Railroad between two found ½" iron pins having a bearing and distance of N 82-36-16 W 1571.57 feet.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 12<sup>th</sup> day of April, 2000.



Charles W. Rothe  
Registered Professional Surveyor No. 2453  
1705 Avenue K, P. O. Box 426  
Hondo, Texas 78861  
Ph. (830) 426-3005  
FAX (830) 426-8160

