

AN ORDINANCE 2009-09-17-0741

**AUTHORIZING AN INDEFINITE DURATION JOINT USE AGREEMENT WITH SAN ANTONIO WATER SYSTEM (SAWS) FOR USE OF CITY-OWNED PROPERTY AT 4531 SOUTH ZARZAMORA STREET LOCATED IN COUNCIL DISTRICT 5 FOR A FEE OF \$7,500**

\* \* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

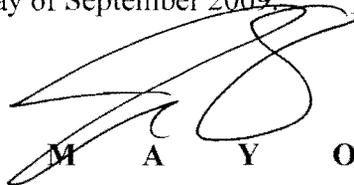
**SECTION 1.** The City Manager and her designee, severally, are authorized and directed to grant an indefinite-term joint use agreement assuring noninterference with the City's drainage rights on City-owned property in District 5, for a \$7,500 fee. In furtherance of the preceding, the City Council authorizes and directs the City Manager or her designee, severally, to execute and deliver on behalf of the City a Joint Use Agreement substantially in the form attached as **Attachment I**, which is incorporated into this ordinance by reference for all purposes as if it were fully set forth. The City Manager and her designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction described in Attachment I, including agreeing to nonmaterial changes to its terms and executing and delivering ancillary documents and instruments conducive to effectuating the transaction.

**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 11001000 Internal Order 240000000061 General Ledger 4202410.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

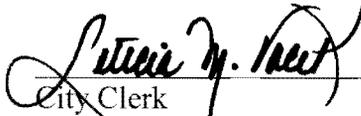
**SECTION 4.** This ordinance becomes effective 10 days after passage unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

**PASSED AND APPROVED** this 17<sup>th</sup> day of September 2009.

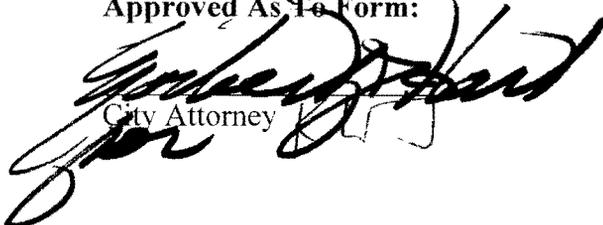
  
M A Y O R

**JULIÁN CASTRO**

Attest:

  
City Clerk

Approved As To Form:

  
City Attorney

<b>Agenda Item:</b>	16 ( in consent vote: 9, 10, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22A, 22B, 22C, 22D, 25, 26, 27, 29, 30, 31 )						
<b>Date:</b>	09/17/2009						
<b>Time:</b>	10:28:28 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an indefinite duration Joint Use Agreement with San Antonio Water System (SAWS) for use of City-owned property at 4531 South Zarzamora Street located in Council District 5 for a fee of \$7,500.00. [Penny Postoak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

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**Joint Use Agreement**  
(SAWS Odor Control Unit)

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**1. Pertinent Information.**

**Authorizing Ordinance:**

**SP No.:** 1424

**City:** City of San Antonio

**City's Address:** City Hall, P.O. Box 839966, San Antonio, Texas 3966  
(Attention: Director, Capital Improvements Management  
Services Department)

**Joint User:** San Antonio Water System

**Joint User's Address:** 2800 Highway 281 North, P.O. Box 2449, San Antonio,  
Texas 78298-2449, Attn: Manager Corporate Real Estate

**Term:** Indefinite duration subject to rights of termination set out  
in this agreement.

**Premises:** A 0.021 acres tract, more or less, out of the remaining 30  
acres conveyed to the City of San Antonio by means of a  
deed recorded at Volume 4871, Pages 214-23, Deed  
Records of Bexar County, Texas, as more particularly  
described on Exhibit A, which is incorporated by reference  
for all purposes as if fully set forth.

**Scope of Permission:**

Installation, construction, operation, maintenance, repair, removal and replacement of a ferrous sulfate injection system to control odors in the sewage collection system, including all facilities and appurtenances convenient to accomplishing the purpose, and additions and replacements thereto

**Fee:** \$7,500

**2. Permission.**

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with drainage, which remains the dominant use of the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but only a license defined by the terms of this instrument.

2.02. City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of Permission.

2.03. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

**3. Restrictions on Use/Recording.**

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use. City will coordinate access and use with Joint User, except in emergencies.

3.03. A Memorandum of Permission, substantially in the form incorporated herein as **Exhibit B**, will be recorded by City in the Official Public Records of Real Property of Bexar County, Texas. Joint User is responsible for recording fees.

**4. Construction, Maintenance, and Operations.**

4.01. **Costs.** Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed by Joint User in the Premises (hereafter "Joint User's Responsibilities").

4.02. **No Liability.** City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity; provided, however, that the foregoing provisions do not apply to damages caused by City or its contractors, or any breach of this Agreement by City.

4.03. **Installation and Maintenance.** All pipes must be buried to a depth satisfactory to City. In determining proper depth, City may consider expected future as well as present uses of the Premises. Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all

applicable federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.04. **No Power to Bind.** Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.05. **Contractors and Subcontractors.** Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises, unless there is a good faith dispute about the right to payment. If any such lien is filed, Joint User shall pay or bond around such claim within thirty (30) days after Joint User's notice of the lien, failing which, City may treat it as an event of default and terminate this Permission by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

4.06 **Restoration.** If Joint User buries any pipes, promptly upon covering the pipes, Joint User must restore the original contours and vegetation disturbed by the burial to a condition substantially equivalent to their pre-existing condition, substantial equivalence to be determined by City. If an area has a natural appearance, Joint User must restore that natural appearance unless City otherwise agrees in writing. City's determination of natural appearance controls.

**5. Insurance.**

5.01. Without limiting City's rights to indemnity, Joint User must provide and maintain insurance, at its own expense, with companies admitted to do business in the State of Texas and with a rating of A- or better by A. M. Best and Company in the following types and amounts:

<b>Type</b>	<b>Amount</b>
a. Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory, with a waiver of subrogation in favor of City
b. Employers' Liability during improvements to the Premises or an approved alternate plan at other periods during the Term.	\$500,000 per category, with a waiver of subrogation in favor of City
c. Commercial General (Public) Liability – to include coverage for the following where the exposure exists: (a) Premises/Operations (b) Independent Contractors (c) Products/Completed (d) Personal Injury Liability (e) Contractual Liability (f) Explosion, Collapse and Underground Property (g) Broad Form Property Damage	For Bodily Injury and Property Damage: \$1,000,000 per Occurrence, \$2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage.
d. Property Insurance -- for physical damage to the property of Joint User including improvements and betterments to the Premises.	Coverage for a minimum of 80% of the actual cash value of the improvements.

Any substitute for Workers' Compensation and Employer's Liability must be approved in advance by City's Risk Manager.

5.02. City's Risk Manager may reasonably modify the requirements set forth above if he determines that such modification is in the City's best interest. If Joint User believes the requested change is unreasonable, Joint User has 60 days to give notice of termination. The termination provisions hereof then apply.

5.03. With respect to the above required insurance, each insurance policy required by this Permission must contain the following clauses:

“No insurance provided by Joint User can be canceled, limited in scope or coverage, or non-renewed until after 30 days' prior written notice has been given to:

- (a) City Clerk, City of San Antonio  
City Hall/Military Plaza  
P.O. Box 839966/2nd Floor, City Hall  
San Antonio, Texas 78283-3966  
Attention: Risk Manager

**And**

- (b) Capital Improvements Management Services Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Property Disposition Manager”

“Any insurance provided by Joint User is primary to any insurance maintained by the City of San Antonio.”

“Any insurance maintained by the City of San Antonio applies in excess of, not in contribution with, insurance provided by this policy.”

5.04. Each insurance policy required by this Permission, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability, must contain the following clause:

"The City Of San Antonio, its elected officials, employees, agents, and representatives are added as additional insureds.”

5.05. Joint User must deliver to City, within 30 days after the Effective Date, endorsements to the above-required policies adding the applicable clauses referenced above. Such endorsements must be signed by an authorized representative of the insurance company and show the signatory's company affiliation and title. Joint User must deliver to City documentation acceptable to City confirming the authority of those signing the endorsements.

5.06. The Notices and Certificates of Insurance must be provided to the same addresses as for notice of cancellation or nonrenewal.

:

- (a) City Clerk, City of San Antonio  
P.O. Box 839966/2nd Floor, City Hall  
San Antonio, Texas 78283-3966  
Attn: Risk Manager

**And**

- (b) Department of Capital Improvement Management Services  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attn: Property Disposition Manager

5.07. This Permission does not limit Joint User's liability arising out of or related to the Premises or Joint User's activities thereon.

**5.08. Joint User waives all claims against City for injury to persons or property on or about the Premises, whether or not caused by City's negligence, unless Joint User is an agency or a part of the City, in which case such waiver shall not apply.**

**6. Indemnity.**

6.01. For so long as Joint User is part of the City, it need not indemnify under this contract. If Joint User ceases to be part of the City or if this agreement is assigned to another, Joint User or its assignee must indemnify as provided in this article.

6.02. These definitions apply to the indemnity provisions of this Contract:

6.02.01. "Indemnified Claims" mean all loss, cost, liability, or expense, including attorneys' fees and court costs, directly or indirectly arising out of the acts or omissions of any person other than Indemnitees. Indemnified Claims include those arising from property damage and from personal or bodily injury, including death.

6.02.02. "Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

6.02.03. "Indemnitor" means Joint User.

**6.02. Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.**

**6.03. If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But**

**despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.**

6.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees..

6.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City of San Antonio is an Indemnitee as to a particular Indemnified Claim, the City of San Antonio may require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnitees. The City may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions release or impair Indemnitor's obligations under this indemnity paragraph, including its obligation to pay for the counsel selected by City. Regardless of who selects the counsel, the counsel's clients are Indemnitees, not Indemnitor.

6.06. In addition to the indemnity required under this Contract, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

6.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

6.08. Nothing in this Contract waives governmental immunity or other defenses of Indemnitees under applicable law.

6.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnitees' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

## **7. Termination.**

7.01. City may terminate this Permission at any time before expiration by giving Joint User 180 days written notice, but only if City Council passes a resolution finding that Joint User's use of the Premises has, or in the future may reasonably be expected to, interfere with use of the Premises. City shall use good faith efforts to notify Joint User at least ten (10) days in advance of any such public meeting at which such resolution will be considered by City Council. City will consider Joint User's request for more than 180 days within which to remove and relocate its infrastructure.

7.02. Upon expiration or termination, all rights and privileges cease, and Joint User must promptly cease use of the Premises. City will then reimburse Joint User for the reasonable costs of (A) removing existing facilities permitted by this agreement, (B) acquiring a new location for the facilities, up to a maximum of the fee charged by this agreement, and (C) installing replacement facilities in the new location.

7.03. Improvements or appurtenances not removed within 90 days after termination of the Permission, whether by expiration or otherwise, become the property of City. City, may without liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User.

7.04. Joint User may terminate this License at any time by abandoning its use of the Premises and delivering notice to City.

7.05. If a Memorandum of Permission substantially in the form of Exhibit B is recorded in the real property records of the county in which the Premises are located and if the City Council does not terminate this agreement according to the terms of this article, upon City's sale of the Premises, Joint User's rights under this agreement become an easement in gross for the purposes described in the Scope of Permission, for the benefit of Joint User, its successors and assigns.

## **8. Assignment.**

8.01. This Permission cannot be assigned by Joint User except to a certificated utility provider succeeding to Joint User's wastewater utility in the area in which the Premises are located.

8.02. Subject to the City's rights of termination set out in Section 7.01 above, if City sells the Property of which the Premises are a part, and Joint User is an agency or a part of the City at the time of the sale, City will reserve a perpetual easement for Joint User for the use permitted herein, without additional cost to Joint User.

## **9. Condemnation.**

If the Premises are taken, in whole or in part, by eminent domain not for the benefit of City, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds, unless Joint User is an agency or part of the City.

## **10. Taxes.**

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

## **11. Appropriations.**

All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for an obligation arising under this agreement, the City cannot be required to fulfill the obligation.

## **12. Dispute Resolution.**

12.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

12.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

12.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

12.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

12.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

12.06. Mediator fees must be borne equally.

12.07. The parties need not mediate before going to court to seek emergency injunctive relief.

## **13. Miscellaneous Provisions.**

13.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

13.02. **Nondiscrimination.** Joint User must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

13.03. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Capital Improvements Management Services Department, City of Capital Improvement Management Services, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires City Council action.

13.04. **Severability.** If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

13.05. **Successors.** This Permission inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

**13.06. Integration. This Written Permission Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

13.07. **Modification.** This Permission may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

13.08. **Third Party Beneficiaries.** This Permission is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

13.09. **Notices.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

13.10. **Captions.** Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

13.11. **Counterparts.** This Permission may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

13.12. **Further Assurances.** The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission.

#### **14. Public Information.**

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands..

**City:**

**Joint User:**

**City of San Antonio**, a Texas municipal corporation

**San Antonio Water System**

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

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

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

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

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

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

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

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

**Approved As To Form:**

\_\_\_\_\_  
City Attorney

# **F** FORD ENGINEERING, INC

Date: August 14, 2008  
Update: October 31, 2008  
Project No: 1800.3206

SAWS Parcel No.:P08-247  
Owner: City of San Antonio

*Page 1 of 2*

**JOINT USE AREA  
0.021 ACRE TRACT  
900.014 SQ.FT.**

A 0.021 Acre (900.014 sq. ft.) Joint Use Area being out the remaining of a 30.00 acres tract of land conveyed to City of San Antonio, a Municipal Corporation of Bexar County, Texas recorded in Volume 4891, Pages 214-223 of the Deed Records of Bexar County, Texas, being more particularly described as follows:

**COMMENCING:** at a ½ inch iron rod found at the Northeastern corner of that certain 16.11 Acre tract conveyed to The School Sisters of the Third Order of St. Francis of Texas and recorded in Volume 10202, Page 2352-2358 of the Official Public Records of Real Property of Bexar County, Texas and also being the Southeastern corner of a certain 10.00 Acre tract conveyed to VHS San Antonio Partners, L.P. a Delaware Limited Partnership and recorded in Volume 9779, Page 2403-2416 of the Official Public Records of Real Property of Bexar County, Texas;

**THENCE:** N 06°02'18" E – 867.17 feet to the South Right of Way of Culberson Avenue being along the Eastern line of said 10.00 acre tract, an Western line of said 30.00 acre tract to a ½ inch iron rod with yellow plastic cap marked "Ford Eng. Inc." set for the Northwest corner of said 30.00 acre tract;

**THENCE:** S 84°17'00" E – 30.00 feet with the South Right of Way of Culberson Avenue to a ½ inch iron rod with yellow plastic cap marked "Ford Eng. Inc." set for the **POINT OF BEGINNING** of this 0.021 acre tract of land;

**THENCE:** S 84°17'00" E – 30.00 feet with the South Right of Way of Culberson Avenue, being the Northern line of said 30.00 acre tract to a ½ inch iron rod with yellow plastic cap marked "Ford Eng. Inc." set for the Northeastern corner of this 0.021 acre tract of land;

**THENCE:** S 06°02'18" W – 30.00 feet across the said 30.00 acre tract to a Mag Nail set for the southeastern corner of this 0.021 acre tract of land;

# F FORD ENGINEERING, INC

Page 2 of 2

THENCE: N 84°17'00" E – 30.00 feet continuing across the said 30.00 acre tract to a  
Mag Nail set for the Southwestern corner of this 0.021 acre tract of land;

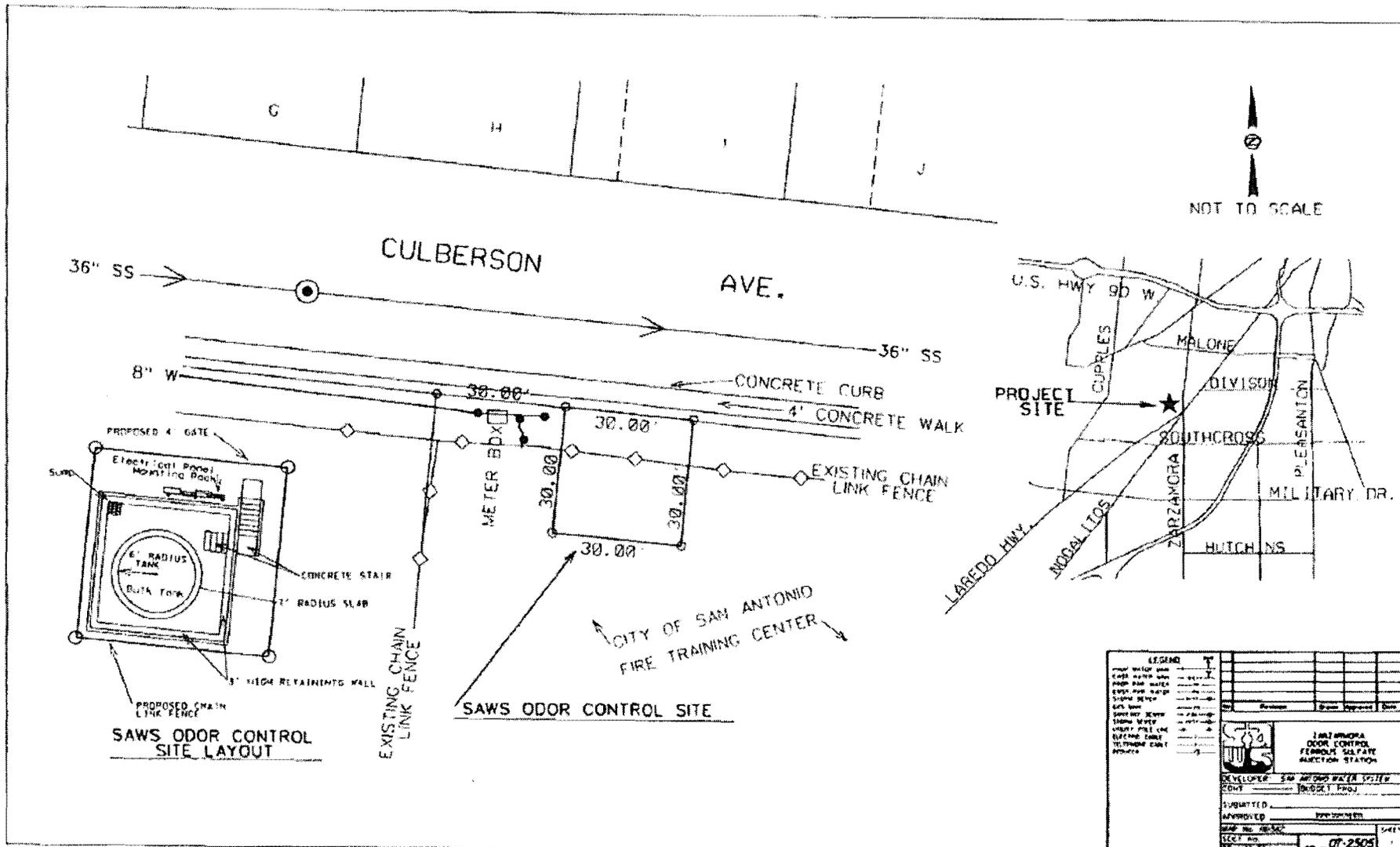
THENCE: N 06°02'18" E – 30.00 feet continuing across the said 30.00 acre tract to the  
**POINT OF BEGINNING** and containing 0.021 acres (900.014 sq. ft.) of land;  
*according to a survey made under my supervision;*

Corresponding plat prepared  
18003206\_SURVEY.dwg

*Bearing are oriented to Lambert Grid, Texas South Central Zone, NAD 83*



  
\_\_\_\_\_  
Rex L. Hackett  
Registered Professional Land Surveyor  
License Number 5573



PROPOSED RELOCATION SITE FOR SAWS ODOR CONTROL UNIT

LEGEND	T				
Proposed 4' Gate	---				
Electric Panel	---				
Moisture Pack	---				
Concrete Stair	---				
2' Radius Slab	---				
3' High Retaining Wall	---				
Proposed Chain Link Fence	---				
Existing Chain Link Fence	---				
Meter Box	---				
Concrete Curb	---				
4' Concrete Walk	---				

DATE	REVISION	BY	APPROVED	DATE

		LAND WASTE ODOR CONTROL FERRUGINOUS SULFATE COLLECTION STATION
DEVELOPER: SAN ANTONIO WATER SYSTEM COUNTY: BEXAR COUNTY		PROJECT PROJ:
SUBMITTED:		APPROVED:
DRAW NO. 07-2505		SHEET:
DATE:		JOB NO. 07-2505

## Exhibit B

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### Recordable Memorandum of Permission

(Joint Use Agreement)

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**Effective Date:** The effective date of the Authorizing Ordinance

**Authorizing Ordinance:**

**SP No.:**

**City:** City of San Antonio

**City's Address:** City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Capital Improvements Management Services Department)

**Joint User:** San Antonio Water System

**Joint User's Address:** 2800 Highway 281 North, P.O. Box 2449, San Antonio, Texas 78298-2449, Attn: Manager of Corporate Real Estate

**Premises:** A 0.021 acres tract, more or less, out of the remaining 30 acres conveyed to the City of San Antonio by means of a deed recorded at Volume 4871, Pages 214-23, Deed Records of Bexar County, Texas, as more particularly described on Exhibit A, which is incorporated by reference for all purposes as if fully set forth.

**Scope of Permission:** Installation, construction, operation, maintenance, repair, removal and replacement of a ferrous sulfate injection system to control odors in the sewage collection system, including all facilities and appurtenances convenient to accomplishing the purpose, and additions and replacements thereto

City has given permission to Joint User according to the Scope of Permission on the Premises according to the terms of an Intragovernmental Joint Use Agreement effective as of the Effective Date. The terms and conditions of the permission may be ascertained by referring to the Joint Use Agreement.

This memorandum is executed and recorded under paragraph 3.03 of the Joint Use Agreement.

**In Witness Whereof**, the parties have caused their representatives to set their hands:

**City:**

**Joint User:**

**City of San Antonio**, a Texas municipal corporation

**San Antonio Water System**

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

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

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

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

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

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

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

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

**Approved As To Form:**

\_\_\_\_\_  
City Attorney

THE STATE OF TEXAS §

COUNTY OF BEXAR   ▪

This instrument was acknowledged before me on this date by \_\_\_\_\_, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF BEXAR   ▪

This instrument was acknowledged before me on this date by \_\_\_\_\_, of San Antonio Water System, an agency of the City of San Antonio, in the capacity therein stated and on behalf of that agency.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_