

AN ORDINANCE 5 580 5

AUTHORIZING THE CITY MANAGER TO EXECUTE VARIOUS INSTRUMENTS FOR THE ACQUISITION OF A SOLID WASTE DISPOSAL SITE AND A SOLID WASTE DISPOSAL PERMIT FROM NELSON GARDENS CORPORATION; AND AUTHORIZING EXECUTION OF A LICENSE AGREEMENT TO ENTER SUCH PROPERTY AND PERFORM WORK THEREON PRIOR TO THE CLOSING DATE

* * * * *

WHEREAS, the City of San Antonio is concerned about the health and safety of the citizenry; and

WHEREAS, the collection and disposal of solid waste is a matter of health, safety and welfare; and

WHEREAS, the City must make plans for the orderly collection and disposal of solid waste; and

WHEREAS, the amount of solid waste will increase in the future; and

WHEREAS, the City must plan now for such future increases in the amount of solid waste to minimize future increased costs; and

WHEREAS, a need now exists for the implementation of such plans; and

WHEREAS, such plans require the use of appropriate land suitable as to location, size, geology, cost, present and future uses permitted and other relevant factors; and

WHEREAS, the City has determined that land is available that meets the needs of the City in the City's exercise of its police power, such property being legally described in Exhibit B attached hereto; and

WHEREAS, the present owner of such above described property, Nelson Gardens Corporation, also owns a valuable permit from the Texas Department of Health permitting the present use of a significant portion of the property for solid waste disposal; and the existence of such a permit, and the transfer thereof to the City, would be of significant value and benefit to the City; and

WHEREAS, the present owner of such property and permit also contemplates the continued right to use portions of the property for solid waste disposal purposes, and at anticipated tonnage levels to enhance a feasible operational level of use for the property; and

WHEREAS, in order to protect the health, safety and welfare of the citizenry, and to avoid the creation of unnecessary fiscal, economic and social burdens if no such plans were made, it is necessary and appropriate to execute certain legal documents to implement such plans; and

WHEREAS, the documents evidencing the proposed agreement between the City and the landowner are attached as Exhibit A (Agreement to Purchase); Exhibit B (Warranty Deed); and Exhibit C (Temporary License Agreement) hereto; Now, Therefore:

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

Section 1. The City Manager is authorized to take all necessary steps to obtain a transfer of the landowner's present permit from the Texas Department of Health to the City as a solid waste disposal site; and

Section 2.

(a) The City Manager is hereby authorized to execute Exhibit A, attached hereto, and to sign any other documents or take any other acts necessary to carry out the police power exercised herein to effectuate an acquisition by the City of full legal title to property described in the Agreement (Exhibit A hereof) and accept the Warranty Deed (Exhibit B hereof); and

(b) The City Manager is hereby authorized to cause the issuance of appropriate certificates of obligation of the City to effectuate the acquisition of the real property described in Exhibits A and B hereof and the acquisition of the permit for the consideration recited in Exhibit A; and

(c) The City Manager is hereby authorized to execute a Temporary License Agreement in the form attached hereto as Exhibit C, to permit the City to make the property ready for use by the City until such time as the title to the property is deeded to the City of San Antonio.

PASSED AND APPROVED this 9th day of September, 1982.

Henry Cisneros
M A Y O R

A T T E S T :

Norma S. Rodriguez
City Clerk

APPROVED AS TO FORM:

Tom Sunday
for City Attorney

82-39

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|-------------------------------------|---|
| AVIATION | |
| BUDGET & RESEARCH | 1 |
| BUILDING INSPECTIONS | |
| CITY WATER BOARD | |
| CITIZEN ACTION & PUBLIC INFORMATION | |
| COMMERCIAL RECORDER | |
| CONVENTION & VISITORS BUREAU | |
| CONVENTION FACILITIES | |
| ECONOMIC & EMPLOYMENT DEVELOPMENT | |
| EQUAL EMPLOYMENT OPPORTUNITY | |
| FINANCE DIRECTOR | 1 |
| ASSESSOR | |
| CONTROLLER | 1 |
| TREASURY DIVISION | |
| GRANT SECTION | |
| INTERNAL AUDIT | |
| RISK MANAGEMENT | |
| FIRE CHIEF | |
| HEMISFAIR PLAZA | |
| HUMAN RESOURCES & SERVICES | |
| LEGAL-CITY ATTORNEY | |
| LIBRARY DIRECTOR | |
| MARKET SQUARE | |
| METROPOLITAN HEALTH DISTRICT | |
| MUNICIPAL COURTS | |
| PARKS & RECREATION | |
| PERSONNEL DIRECTOR | |
| PLANNING | |
| POLICE CHIEF | |
| PUBLIC UTILITIES SUPERVISOR | |
| PUBLIC WORKS DIRECTOR | 1 |
| ENGINEERING DIVISION | |
| WASTEWATER ENGINEERING | |
| RIGHT-OF-WAY & LAND ACQUISITION | |
| TRAFFIC ENGINEERING DIVISION | |
| PURCHASING | |
| ZONING ADMINISTRATION | |

ITEM NO. 42
 MEETING OF THE CITY COUNCIL DATE: SEP 9 1982

MOTION BY: Quimer SECONDED BY: Hasslocher

ORD. NO. 5805 ZONING CASE _____

RESOL. _____ PETITION _____

| COUNCIL MEMBER | ROLL CALL | AYE | NAY |
|---------------------------------------|-----------|--------|-----|
| MARIA A. BERRIOZABAL PLACE 1 | | absent | |
| JOE WEBB PLACE 2 | | ✓ | |
| HELEN DUTMER PLACE 3 | | ✓ | |
| FRANK D. WING PLACE 4 | | ✓ | |
| BERNARDO EURESTE PLACE 5 | | ✓ | |
| BOB THOMPSON PLACE 6 | | | X |
| JOE ALDERETE, JR. PLACE 7 | | absent | |
| G.E. "ED" HARRINGTON PLACE 8 | | ✓ | |
| VAN ARCHER PLACE 9 | | absent | |
| JAMES C. HASSLOCHER PLACE 10 | | ✓ | |
| HENRY G. CISNEROS PLACE 11 (MAYOR) | | ✓ | |

82-39

AGREEMENT

The State of Texas
County of Bexar

This agreement ("Agreement") is made and entered into by and between NELSON GARDENS CORPORATION, a Texas Corporation ("Seller") and Industrial Disposal Service Company, Inc. (IDS, Inc.) and the CITY OF SAN ANTONIO ("Purchaser") and is as follows:

W I T N E S S E T H

ARTICLE 1

Sale and Purchase

1.1 Subject to the terms and provisions hereof, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, (a) all of the real property (the "Real Property"), described in Exhibit "A", which Exhibit is attached hereto and incorporated herein by this reference for all purposes, and (b) all rights of ingress and egress thereto, together with a perpetual and exclusive Road Easement ("Easement") described in Exhibit "B", which Exhibit is attached hereto and incorporated herein by this reference for all purposes, together hereinafter referred to as "Subject Property". In addition, Seller shall retain an Access Easement to the Subject Property under the terms and conditions hereinafter set out.

1.2 Subject to the terms and provisions hereof, Seller agrees to sell and assign to Purchaser and Purchaser agrees to purchase and accept from Seller, that certain current Solid Waste Disposal Site Permit No. 1237 ("Permit") issued by the Texas Department of Health entitling Seller to operate a portion of the Subject Property as a Solid Waste Disposal Site, Type I, said portion described in Exhibit "C", which Exhibit is attached hereto and incorporated herein by this reference for all purposes, hereinafter referred to as "Permitted area".

1.3 This Agreement for sale and purchase shall include only the Subject Property and Permit described above. It specifically does not include certain improvements upon the Subject Property. Seller may elect, at its sole cost and expense, to remove certain improvements on the Subject Property. The improvements which the Seller may remove are the hunting blinds, game feeders, water pump, pump house and contents, house and contents, pens, internal fences and barn. The Seller's right of removal of the improvements is limited by the following:

- (a) In the event the Seller elects to remove improvements, such removal must be completed within one hundred eighty (180) days from the Closing. Title to any improvements not so removed within the one hundred eighty (180) day period shall vest immediately with the Purchaser without any additional formality and without any additional obligation for compensation from Purchaser to Seller.
- (b) In the event Seller elects to remove improvements, Seller agrees that it will comply with all laws, ordinances, rules and regulations of any government, or any agency, body or subdivision thereof, bearing on the removal of such improvements.
- (c) Any removal conducted by the Seller will be in such a manner as not to alter, impair or obstruct the normal and regular use and operation of the Subject Property, jeopardize in any way the validity of the Permit, or alter, impair or obstruct the normal and regular use of any valid existing easement within or traversing the Subject Property. Any removal will be accomplished without residual damage to the Subject Property and care shall be

taken to insure that the perimeter fencing and gates remain intact during and after such removal.

- (d) Any removal conducted by Seller will be at Seller's sole expense and loss. Seller agrees hereby to indemnify, defend and hold Purchaser harmless from any and all claims, causes of action or liabilities of any kind arising out of Seller's (or its agents) activity in such removal.

ARTICLE 2

Consideration

2.1 It is agreed between the parties that Purchaser has need of the real property in order to plan for the growth of the City of San Antonio and to exercise its police powers for the health, safety and welfare of the general citizenry. It is further agreed that Seller as owner of the real property, however, has a need to continue to use the real property for a period of time because Seller acquired the real property for use as a solid waste disposal site. In addition, Seller is subject to the police powers of the City of San Antonio.

The parties mutually covenant that Seller promises to be bound by the City of San Antonio's police power and the City of San Antonio covenants to permit Seller's legal use of the real property as evidenced herein.

In addition to the foregoing consideration, and all other consideration described in this agreement, Purchaser agrees to pay to Seller the sum of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) for the conveyance of the subject property, permit, and retention of access easement.

2.2 The sum of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) shall be payable as follows:

- (a) contemporaneous with the Closing (as such term is hereinafter defined), Purchaser will deliver to Seller its Certificates of Obligation duly authorized and issued in favor of the Seller, in the face amount of the hereinabove stated consideration and bearing interest at the rate fixed on the day said Certificates of Obligation are issued.

2.3 It is agreed by and between the parties that the Seller and its parent corporation, IDS, Inc. will retain an Access Easement in its Warranty Deed to the Subject Property to be executed and delivered to Seller as herein provided and that said Access Easement is subject to the terms and conditions as hereinafter provided.

2.4 It is the intent and purpose of the parties that said Access Easement does mean that the Seller or any of its assigns shall have access to the Subject Property and Permitted Area for the purpose of delivering solid waste collected by it in the normal course of its business and that the Purchaser will accept such solid waste deliveries at the site of the Subject Property for disposal as part of its operation of a Solid Waste Disposal Site upon terms as herein provided.

2.5 The term of said Access Easement shall be for that period of time during which the Subject Property is permitted by appropriate regulatory agencies to be operated as a Solid Waste Disposal Site; such period to be in no event in excess of fifteen (15) years from the date of execution of the Deed conveying the Subject Property. It is expressly agreed and understood that in the event the Purchaser in its sole discretion, would find it beneficial or necessary to have the solid waste delivered by Seller to Purchaser at some location(s) within the E.T.J. of the City of San Antonio, other than the Subject Property, Seller shall deliver any solid waste, under the same terms as provided by this agreement for the remaining balance of the term, to such other location(s) as directed by the Director of Public Works of the City of San Antonio, or his named designee, in written notice sent to Seller not less than sixty (60) days in advance. In any event, the Seller shall have the right to deposit solid waste it hauls in the quantities

prescribed in Paragraph 2.8 herein to any location utilized by Purchaser that is open to commercial haulers and users.

2.6 Purchaser's agreement to accept, process and cover such solid waste as is brought to the Subject Property by Seller for disposal, and the retained access easement to do so, shall be in conformity with all applicable federal, state and local laws, ordinances, rules and regulations now existing or as they may be amended.

2.7 Purchaser agrees that it will be solely responsible for obtaining and maintaining all necessary licenses, permits and approvals of governmental authorities (following transfer of Permit No. 1237 by the Texas Department of Health) and for any expenditures which are necessary or required to be made on the Subject Property or Permitted Area pursuant to the requirements of any local, state or federal law, ordinance, rule or regulation.

2.8 Upon Seller's utilization of the retained Access Easement, it is agreed that the Purchaser shall charge Seller the sum of Three and 50/100 Dollars (\$3.50) per ton for that amount of Solid Waste deposited per calendar year by Seller which does not exceed the Annual Tonnage Ceiling. By the term Annual Tonnage Ceiling, it is meant that figure established by calculating the amount of solid waste deposited at the Subject Property by the Seller during the period beginning November 1, 1982 and ending January 31, 1983 and multiplying such figure four times, rounding off the resulting figure to the nearest ton. The rate for the depositing of solid waste at \$3.50 per ton is subject to annual increases based upon the Consumer Price Index. Such increases will be effective on the successive anniversary dates of the Access Easement, that date hereby stipulated to be the date of execution of the Deed provided for herein, and such increases shall be the same as the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as the same is compiled by the United States Department of Labor, Bureau of Labor Statistics. In no event shall the rate increase exceed ten percent (10%) for any calendar year and the rate increase can, at the option of Purchaser, be less than that provided herein. The disposal rate shall be paid by check made payable to: The City of San Antonio, P.O. Box 9066, San Antonio, Texas 78285. The rate shall be billed and paid on a monthly basis. Notwithstanding the above, the Purchaser will not charge Seller a higher rate for similar services offered to other commercial haulers and users as that charge is applied to such users by City ordinance. The Annual Tonnage Ceiling is subject to an annual increase not to exceed ten percent (10%), at Seller's option. Such increase will be effective on the successive anniversary dates of the Access Easement.

2.9 Purchaser agrees that as a condition of this Access Easement it will continue to operate the Subject Property and Permitted Area as a Solid Waste Disposal Site for a period of time not less than the term of this easement subject to other conditions as provided for herein and shall have normal operating hours of six o'clock a.m. to six o'clock p.m. six days per week (Monday thru Saturday) and the above stated disposal rate shall apply during those periods. The Site may be opened for emergency use of the Seller upon its request to the Director of Public Works of the City of San Antonio or his designated representative. The disposal rate applicable for any emergency use outside of the above stated normal hours of operation shall be the actual cost for such emergency opening and immediate processing, if necessary, as determined by the Director of Public Works of the City of San Antonio.

2.10 Purchaser and Seller agree that the Purchaser shall install and maintain a scale which shall be used by Seller in weighing its trucks transporting solid waste to the Site. Seller agrees that it will have its trucks weighed on a daily basis at the Site. In the event the scale is inoperable, tonnage of Seller shall be determined on the basis that four cu. yd. of truck capacity shall constitute one ton of solid waste. Seller's vehicles will be given disposal services on an equal basis with Purchaser's vehicles.

2.11 Assignment. This Access Easement is specifically retained by the Seller and by Industrial Disposal Service Company, Inc. ("IDS, Inc."). Seller or IDS, Inc. may assign this easement without approval of Purchaser. It is expressly agreed, however, that any assignment shall be conditioned upon the assignee acknowledging in writing that it shall fully assume and be bound by all conditions and obligations of the Seller contained in this Agreement.

Notice of any assignment shall be given to Purchaser at least thirty (30) days prior to the effective date of such assignment.

2.12 Seller acknowledges that its use of the Access Easement is specifically made subject to Section 17-15.1 City Code, San Antonio Ordinance No. 39767 (Assumption of Risk) and Seller agrees that the terms provided in said Section and Ordinance shall apply to it and its operations at the Site. Said section provides:

Sec. 17-15.1 Assumption of Risk.

Any person entering upon a city operated solid waste disposal site for any purpose shall be conclusively presumed to know and appreciate the hazards and the extent of the risk which accompanies the accumulation of scrap wood, glass, nails, brush and solid wastes of every description and the use of trucks, vehicles and heavy machinery to move, remove, bury and dispose of same, and every person entering upon any such site shall be conclusively presumed to have assumed the risk of injury or damage connected with or resulting from such hazards and danger by his or her action in entering upon such site, and for and in consideration of the permission granted by the City of San Antonio to enter upon such site, every person shall be deemed to have covenanted not to sue and to indemnify, save harmless and defend the City of San Antonio, its agents, officers and employees, from and against any and all claims of any nature whatsoever for injury or damage to person or property, whether real or asserted, arising out of or resulting from the entry by such person upon any city operated solid waste disposal site.

2.13 Expiration of Easement. This easement shall terminate on the happening of any of the following:

- (a) Expiration of fifteen (15) years, from the date of execution of the deed;
- (b) Agreement of both parties with such agreement to be in writing;
- (c) In the event of sale or condemnation of the Subject Property or any other change of use that, in the Purchaser's sole discretion, is deemed necessary or beneficial to the Purchaser; then the Access Easement shall terminate provided that the Purchaser agrees that it shall contractually follow the requirements as set forth in paragraphs 2.5 and 2.8 of this Agreement for the use by Seller of other disposal sites utilized by Purchaser; and
- (d) The dissolution of the Seller or IDS, Inc. without having previously made provision for an assignment of this easement.

ARTICLE 3

Permitted Encumbrances

3.1 The conveyance of the Subject Property shall be free and clear of all liens, easements, restrictions, covenants, conditions, encumbrances and outstanding mineral or royalty interests except for the following described exceptions and reservations (hereinafter referred to as the "Permitted Encumbrances"):

- (a) An Electric Transmission and Distribution line easement granted to the City Public Service Board of San Antonio as recorded in Volume 5655, Pages 280 and 281 of the Deed Records of Bexar County, Texas.

- (b) A Telephone and Telegraph line easement granted to the Southwestern Bell Telephone Company as recorded in Volume 4065, Pages 151 and 152 of the Deed Records of Bexar County, Texas.
- (c) A right-of-way easement granted to the Lo-Vaca Gathering Company as recorded in Volume 5973, Page 590 of the Deed Records of Bexar County, Texas.
- (d) An undefined easement containing 5 unknown utility lines, said undefined easement being south of and adjacent to the north boundary of the above described tract.
- (e) A Citizens Solid Waste Transfer Station easement for a term of twenty (20) years containing five (5) acres granted to Bexar County, Texas being more particularly described in instrument recorded in Volume 1664, Page 906, Real Property Records of Bexar County, Texas.
- (f) Restrictions affecting the Subject Property.
- (g) Liens securing payment of ad valorem taxes for 1982 and subsequent years which are not yet due and payable.
- (h) Any other easements of record.

ARTICLE 4

Survey

4.1 Seller shall, at Seller's sole cost and expense, cause a survey to be made of the Subject Property, dated subsequent to the date of this Agreement, by a licensed surveyor or registered professional engineer acceptable to Purchaser and to the Title Company (as hereinafter defined), and shall, within ten (10) days after the effective date hereof, furnish Purchaser with three copies of the field notes and survey plat prepared by such surveyor or engineer. A copy of such field notes and survey plat shall also be furnished to the Title Company by the Seller. The survey shall be sufficient to permit the Title Company to delete the standard printed survey exception in the Owner's Policy of Title Insurance except that portion pertaining to shortages in area, at the expense of Purchaser, upon Purchaser's request. The survey plats furnished to Purchaser shall indicate:

- (a) that the corners of the Subject Property have been properly monumented, or otherwise marked;
- (b) the perimeter boundaries of the Subject Property;
- (c) the location of all improvements upon or bounding the Subject Property;
- (d) the location of all easements within or traversing the Subject Property, if any; and
- (e) the location of all roadways, traversing, adjoining or bounding the Subject Property.

ARTICLE 5

Title Insurance

5.1 Within fifteen (15) days after the execution hereof, Seller shall furnish Purchaser a current commitment for the issuance of an Owner's Policy of Title Insurance in the amount of \$4,250,000.00 from Alamo Title Agency, Inc. (hereinafter called "Title Company"), which shall reflect no exceptions except for the Permitted Encumbrances and the usual printed form exceptions, and shall be accompanied by readily legible copies of all instruments listed as exceptions in such commitment.

5.2 At Closing, Seller shall furnish Purchaser, at Seller's sole cost and expense, with an Owner's Policy of Title Insurance issued by the Title Company on the standard form in use in the State of Texas, with liability in the amount of Four Million Two Hundred Fifty Thousand and No/100 Dollars (\$4,250,000.00), insuring good and indefeasible title to the Subject Property in Purchaser, subject only to the Permitted Encumbrances and the standard printed exceptions, except:

- (a) The exception relating to restrictions against the Subject Property shall be endorsed by the Title Company to read "none of record", except for such restrictions as may be included in the Permitted Encumbrances;
- (b) The exception relating to ad valorem taxes shall except only to taxes which are not yet due and payable for the current and subsequent years;
- (c) Subject to the direction of Purchaser, the exception pertaining to boundary lines, encroachments, overlapping of improvements or similar matters (so called "Survey Exception") shall be deleted (to the extent permitted by applicable rules and regulations of the Texas State Board of Insurance) at the cost and expense of Purchaser.

ARTICLE 6

Earnest Money

6.1 It is expressly understood and agreed that Purchaser will not, and shall in no way be obligated to, deposit with Seller, Title Company or any other person or entity, any sum of money as and for Earnest Money.

ARTICLE 7

Documentation and Delivery of Instruments At Closing

7.1 Seller covenants and agrees to execute, acknowledge and deliver a general warranty deed to Purchaser, at Closing, dated the Closing date, conveying good and indefeasible title to the Real Property and Improvements to Purchaser, subject only to the Permitted Encumbrances and retained Access Easement on terms provided for herein.

7.2 Seller covenants and agrees to deliver to Purchaser, at Closing, a certificate from Seller dated the Closing date, duly signed and stating that, to the best of the knowledge of Seller, after reasonable inquiry, no default exists in Seller's performance of any of the terms, provisions, obligations and/or requirements of Permit No. 1237 held by Seller for the operation of a Solid Waste Disposal Site as issued by the Department of Health of the State of Texas.

7.3 Seller agrees to execute, acknowledge where appropriate, and deliver to Purchaser or the Title Company, where appropriate or necessary, such evidence or documents as may reasonably be required by Purchaser or the Title Company, evidencing the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Subject Property.

ARTICLE 8

Representations of Seller

8.1 Seller represents and warrants to Purchaser that:

- (a) There are no unpaid bills or claims in connection with the construction or any repair of any improvement on the Subject Property;

- (b) Seller has good and indefeasible title to the Subject Property, subject only to the Permitted Encumbrances;
- (c) There are no leases, mineral, surface or otherwise, with respect to the Subject Property or any part thereof and there are no other contracts which affect and cover the Subject Property;
- (d) All laws, ordinances, rules and regulations of any government, or any agency, body or subdivision thereof, bearing on the construction or operation of the Subject Property and Permit, have been complied with, and the present operation of the Subject Property and Permit is in compliance with all such ordinances, rules and regulations;
- (e) To the best of Seller's knowledge, information and belief, the Subject Property is not constructed or operated in violation of any deed restriction or restrictive covenants or zoning ordinances; and
- (f) To the best of Seller's information, knowledge and belief, there is no pending or threatened litigation affecting the Subject Property or Permit, or Seller's operation thereof.

8.2 The obligation of Purchaser to close this transaction is expressly conditioned upon said representations being true and correct on the date of Closing.

ARTICLE 9

Inspections

9.1 Purchaser acknowledges that it has had the opportunity to and has inspected the Subject Property prior to the date hereof and that the purchase price stated herein takes into account the current condition and operation of the Subject Property. Seller hereby agrees to continue to operate the Subject Property consistent with standard management practices prevalent in the area where the Subject Property is located. Purchaser agrees to take title to the Subject Property, at Closing, in the condition it is now in. Seller does not warrant the length or duration of the site as an operating landfill. Seller agrees that prior to closing, Purchaser, through its authorized agents, shall be entitled to enter upon the Subject Property at all reasonable times, such entry shall be for various purposes to include but not be limited to site preparation, conducting of soil tests and site excavation provided that Purchaser hereby agrees to indemnify, defend and hold Seller harmless of any and all claims, causes of action or liabilities of any kind arising out of Purchaser's (or its agents') activity on the Subject Property. In the event, through no fault of Purchaser, this transaction does not close as contemplated for herein, Seller agrees to indemnify Purchaser for any site preparation and site excavation work performed on the Subject Property by Purchaser as provided for in this Article but in no event shall Seller's liability exceed the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00). Seller agrees to make available to Purchaser, its duly authorized agents or representatives, all applicable books and records relating to the Subject Property and the operation and maintenance thereof. Such books and records may be examined at all reasonable times. Seller agrees to furnish to Purchaser legible prints or copies of all construction plans, specifications and engineering data relating to the Subject Property and to the Permit. Seller agrees to cooperate in all reasonable ways to insure a proper transfer by the Texas State Board of Health of the Permit to the benefit of Purchaser, specifically agreeing to comply with Section E-1.3 Transfer of Permits, of the Rules and Regulations of the Texas Department of Health.

ARTICLE 10

Operations Prior to Closing

10.1 Prior to Closing of the sale and purchase hereunder, Seller agrees to make no change or modification in the present operation of the Subject Property, except as may be directed by the Texas Department of Health, without, in such instances, the prior written approval of Purchaser. Likewise, Seller agrees not to enter into any new contracts or agreements relating to the operation or maintenance of the Subject Property which would or could survive the Closing hereunder, without, in each instance, first having obtained the written approval and consent to such agreement or contract from Purchaser.

ARTICLE 11

Operations After Closing

11.1 In addition to any other agreements, responsibilities and obligations as may be contained herein, Seller and Purchaser acknowledge that the operations of a Solid Waste Disposal Site and a Solid Waste Collection Service are actively monitored on a routine basis as provided by law by the Texas Department of Health and/or the San Antonio Metropolitan Health District and, therefore, both parties agree to fully and completely cooperate with said agencies in their inspections.

ARTICLE 12

Continuing Liability and Transition

12.1 Any covenant or agreement herein of either party to this Agreement which contemplates performance after the time of Closing, shall not be deemed to be merged into or waived by the instruments of closing, but shall expressly survive Closing and shall be binding upon the party obligated thereby.

12.2 Seller agrees to aid Purchaser in the transition of ownership and operation of the Subject Property and in the assignment and transfer of the Permit. Such aid shall include the following:

- (a) providing any documents, reports, maintenance history, surveys, engineering data or any and all other information required by the Texas Department of Health relative to the assignment and transfer of Permit;
- (b) providing a list of all individuals, corporations or any other entities that has utilized the Subject Property or Permitted area as a depository for refuse; and
- (c) providing a history of tipping fees charged by Seller to other parties.

12.3 Seller agrees that Purchaser assumes no responsibility or liability for any of the employees of Seller. Therefore, Seller shall, prior to closing, make appropriate arrangements for the termination of operations by Seller of the Subject Property as of the date of Closing. Seller retains all liability for any and all claims by its employees in all matters relative to their employment by Seller. Such liability includes, but is not limited to, accrued wages, insurance benefits (to include hospitalization, major medical, if any, and workmans compensation), withholding for taxes, pension benefits, if any, and accrued vacation and/or sick leave.

ARTICLE 13

Conditions for Closing

13.1 In the event the Permit is revoked, suspended or modified by the operation of law, Order of Texas Department of Health, Order or Judgment of any Court of competent jurisdiction or by any other means, for any reason,

whether by acts of commission or omission on the part of Seller or Purchaser or through no fault of the Seller or Purchaser, Purchaser shall have the right, but not the obligation to (a) waive any obligation contained herein relative to the Permit and proceed to close the entire transaction contracted for herein, with prejudice to Purchaser's rights against Seller for damages; and/or (b) Purchaser may terminate this agreement without any further obligation owing to Seller.

13.2 Closing of this transaction is specifically conditioned upon the following:

- (a) Passage by the City Council of the City of San Antonio, Texas of an ordinance authorizing the City Manager of San Antonio, Texas to execute this Agreement;
- (b) Adoption by the City Council of the City of San Antonio of a Resolution declaring itself to be financially responsible to undertake the continued operation of a solid waste disposal site;
- (c) Execution of this Agreement by the duly authorized officers of the parties hereto; and
- (d) Transfer by the Texas Department of Health of that certain Solid Waste Disposal Site Permit No. 1237 authorizing the Purchaser to continue to operate the Permitted Area of the Subject Property as a Solid Waste Disposal Site, Type I. Said transfer of Permit No. 1237 shall be effective no later than the date of Closing.

ARTICLE 14

Closing, Time of Closing and Objections to Title Prior to Closing

14.1 By "Closing" as used herein, is meant that time and place, when all obligations required of this agreement to be performed are performed and this transaction is consummated.

14.2 This agreement shall be closed at Alamo Title Agency, Inc., on or before October 14, 1982, provided, however, that Closing may be extended by written agreement of the Parties hereto.

14.3 In the event the Title Company's attorney or Purchaser's attorney makes objection to title to the Subject Property as reflected by the title report, then Seller shall have a reasonable time, not exceeding thirty (30) days, within which to cure such objections and to show title as herein required in Seller. Any liens against the Subject Property which may be discharged out of the payment payable to Seller at Closing, shall not constitute objections to title. If Seller fails to cure such objections within the said thirty (30) day period, then (a) Purchaser shall have the right, but not the obligation, to cure same at Seller's expense; and or (b) the Purchaser may, at its election, waive any objections to title and close the transaction contracted for herein, with prejudice to Purchaser's rights against Seller for damages by reason of such default or breach; and/or (c) Purchaser may terminate this agreement.

ARTICLE 15

Ad Valorem Taxes

15.1 Ad valorem taxes for the Subject Property for the current year shall be pro-rated to the date of Closing, and Seller shall pay to Purchaser, in cash at Closing, Seller's pro-rata portion of such taxes. Seller's pro-rata portion of such taxes shall be based upon taxes actually assessed for the current tax year. If, for any reason, ad valorem taxes for the current calendar year have not been assessed on the Subject Property, such pro-rating shall be estimated based upon ad valorem taxes for the immediately preceding tax year.

ARTICLE 16

Real Estate Brokerage

16.1 Seller represents that Seller has not engaged any agent or Realtor incident to the sale of the Subject Property. In the event any claim or demand is made by any real estate agent claiming by, through, or under an agreement with Seller, Seller shall indemnify, defend and hold Purchaser harmless from and against any such claim or demand and all expenses related thereto, including, but not limited to, court costs and attorney's fees and expenses.

16.2 Purchaser represents that Purchaser has not engaged any agent or Realtor incident to the purchase of the Subject Property. In the event any claim or demand is made by any real estate agent claiming by, through, or under an agreement with Purchaser, Purchaser shall indemnify, defend and hold Seller harmless from and against any such claim or demand and all expenses related thereto, including, but not limited to, court costs and attorney's fees and expenses.

16.3 In the event either party hereto receives Notice of a claim or demand against which he is entitled to indemnification under this Agreement, such party shall immediately give Notice thereof to the other party hereto. The party obligated to indemnify shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of his own choosing. In the event the party obligated to indemnify fails to properly and effectively defend such claim, then the party entitled to indemnification may defend such claim with counsel of his own choosing at the expense of the party obligated to indemnify.

ARTICLE 17

Miscellaneous

17.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Further, this Agreement is performable in Bexar County, Texas, all sums payable under this Agreement shall be payable in Bexar County, Texas and the venue of any litigation hereunder shall lie in Bexar County, Texas.

17.2 Amendment and Waiver. This agreement may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

17.3 Power to Execute. Each person or entity executing this Agreement warrants and represents that he or it, as the case may be, is fully authorized to do so.

17.4 Time of the Essence. Time is of the essence of this Agreement.

17.5 Attorney Fees. In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, court costs and reasonable attorney's fees incurred in such suit. Otherwise, each party shall bear his own expense.

17.6 Description Headings. The description headings of the several Articles and Paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

17.7 Other Agreements. This agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supercedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not

expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

17.8 Knowledge of Seller. In each instance herein where a matter is referred to as being to the "knowledge" and "information," or "belief" of Seller, such knowledge, information or belief shall include the knowledge, information or belief of Seller, as hereinabove stated and L. W. Clark, in his official and individual capacity.

17.9 Possession. Possession of the Real Property shall be delivered to Purchaser at Closing, subject only to the right of entry reserved by Seller for the removal of certain improvements as hereinabove provided.

17.10 Expenses. All expenses of Seller and Purchaser incident to this sale and purchase of Subject Property and Permit, including but not limited to attorney's fees, engineering fees, appraisal fees, and travel expenses shall be borne by Seller and Purchaser without claim for reimbursement by the other except as may be specifically provided for in this Agreement.

17.11 Employment of Seller's Employees. It is expressly agreed that this Agreement shall not be construed as an offer or obligation by Purchaser to employ any or all of Seller's employees. Seller agrees not to make any representations, actual or implied, to the contrary, to its employees.

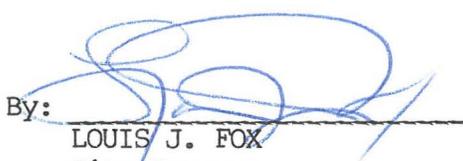
17.12 Title to Solid Waste. Title to all Solid Waste and any resource recoverable from such Solid Waste, shall vest immediately with Purchaser at Closing for waste previously disposed of at the Site and when delivered by Seller under the terms of its Access Easement.

17.13 Acceptance by Industrial Disposal Service Company, Inc. (IDS, Inc.). By the duly authorized signature hereon, IDS, Inc. expressly agrees to follow and be bound by the terms hereof, to the extent applicable.

17.14 Calendar year. As used herein, the term calendar year shall mean the twelve (12) month period commencing with the date of the execution of the Deed provided for herein.

Executed in duplicate originals this 14th day of ^{October} ~~September~~, 1982.

CITY OF SAN ANTONIO

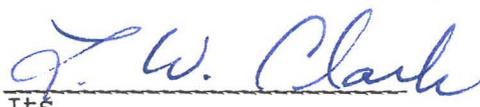
By: 
LOUIS J. FOX
City Manager

Attest:

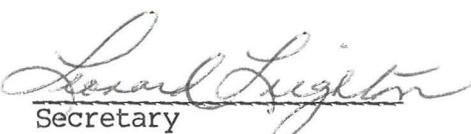

NORMA F. RODRIGUEZ
City Clerk

Executed in duplicate originals this 14th day of ^{October} ~~September~~, 1982.

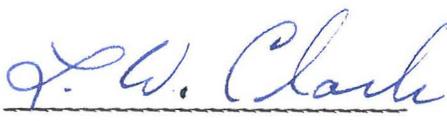
NELSON GARDENS CORPORATION

By: 
Its

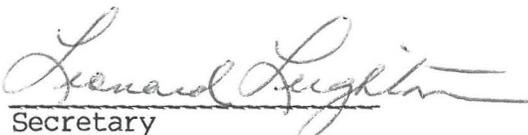
Attest:


Secretary

INDUSTRIAL DISPOSAL SERVICE
COMPANY, INC.

By: 
Its

Attest:


Secretary

FIELD NOTES

A TRACT of land containing 452.7333 acres being the South portion of the 697.7 acre Louis Ridder Tract, out of the J.M. Becerra Survey Number 58, Abstract 50, County Block 5196 and the J. Barber Survey Number 63, Abstract 53, County Block 4311, Bexar County, Texas, said 452.7333 acre tract being hereby more particularly described to-wit:

Beginning at an iron pin at the intersection of the north-east right-of-way line of Nelson Road with the west boundary of the Old Railroad right-of-way for the south-east corner of the 697.7 acre Louis Ridder Tract and of the herein described tract;

Thence with the northeast right-of-way line of Nelson Road N 62° 33' 30" W, 2943.15 feet to an iron pin for an angle point and S 58° 11' 30" W, 153.71 feet to an iron pin on the west boundary of the 697.7 acre Louis Ridder Tract for the southwest corner of this tract;

Thence with the said west boundary, N 0° 25' 51" W, 6586.52 feet to an iron pin for the northwest corner of this tract;

Thence across the 697.7 acre Louis Ridder Tract, S 89° 19' 54" E, 1414.01 feet to an iron pin for an angle point and N 73° 58' 16" E, 1310.63 feet to an iron pin on the east boundary of the said Louis Ridder Tract, same being the west boundary of the Old Railroad right-of-way, for the northeast corner of this tract;

Thence with the said east boundary of the 697.7 acre Louis Ridder Tract, the following courses and distances:

S 6° 50' 20" E, 222.65 feet to an iron pin on a curve; southerly, with said curve to the right whose radius is 5679.58 feet, interior angle is 5° 25' 11", tangent is 268.82 feet, a distance of 537.24 feet to a concrete monument for the point of tangency of said curve; and S 0° 28' 41" E, 7449.03 feet to the place of beginning.

Exhibit B

The field notes to be described by this Exhibit, are for a road easement from the subject property to Covell Road and will be furnished upon completion of the survey called for in this Agreement. Said easements to be the

Q. W. same in description and definition (width, etc) as is
- (are) now enjoyed by Grantor.

FIELD NOTES

NELSON GARDENS SOLID WASTE DISPOSAL SITE

A TRACT of land containing 277.44 acres being the north portion of a tract of land containing 452.73 acres being the south portion of the 697.7 acre Louis Ridder Tract, out of the J.M. Becerra Survey Number 58, Abstract 50, and the J. Barber Survey Number 53, Abstract 53, County Block 4311, Bexar County, Texas, said 277.44 acre tract being hereby more particularly described by metes and bounds as follows:

REFERENCED at an iron pin marker at the intersection of the northeast right-of-way line of Nelson Road with the west boundary of the old Railroad right-of-way for the corner of the 697.7 acre Louis Ridder Tract and of the 452.73 acre tract;

BEGINNING along the east boundary of said tract, being the west boundary line of the Old Railroad right-of-way N 00° 28' 41" west 1,430.00 feet to an iron pin marker, said marker being the southeast corner of said 277.44 acre tract and the place of beginning of said tract;

THENCE: Along the south boundary line of said tract N 79° 28' 41" west 830.00 feet to an iron pin marker, said marker being the southerly most west corner of said tract;

THENCE: Along the west boundary line of said tract N 10° 31' 19" east 1381.74 feet to an iron pin marker;

THENCE: North 43° 25' 51" west 3195.65 feet to an iron pin marker, said marker being on the west boundary of said tract;

THENCE: Continuing northerly along the west boundary line of said tract north 00° 25' 51" west 2,600.00 feet to an iron pin marker, said marker being the northwest corner of said tract;

THENCE: Along the north boundary line of said tract being the south boundary for the Medina Military Base, S 89° 19' 54" east 1414.01 feet to an iron pin marker, said marker being an intermediate point on the north boundary line;

THENCE: Continuing along the north boundary line N 73° 58' 16" east 1310.73 feet to an iron pin marker, said marker being the northeast corner of said tract;

THENCE: Along the east boundary line, being the west boundary line of the old Railroad right-of-way, S 06° 50' 20" east 222.65 feet to an iron pin marker, said marker being the point of curvature of a curve, said curve having a radius of 5679.58 feet, an interior angle of 05° 25' 11", a tangent length of 268.82 feet and a length of curve of 537.24 feet;

THENCE: Along said curve 537.24 feet to an iron pin marker, said marker being the point of tangency of said curve;

THENCE: Continuing along the east boundary line of said tract, being the west boundary line of the old Railroad right-of-way, S 00° 28' 41" east 6,019.03 feet to an iron pin marker, said marker being the southeast corner of said tract containing 277.44 acres more or less.

21-80

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

RECEIVED
CITY OF SAN ANTONIO
1982 NOV 29 PM 4:04

506649

WARRANTY DEED
(LONG FORM)

THE STATE OF TEXAS
COUNTY OF BEXAR

} KNOW ALL MEN BY THESE PRESENTS:

That NELSON GARDENS CORPORATION, a Texas Corporation,

of the County of Bexar and State of Texas for and in
consideration of the sum of TEN AND NO/100--- (\$10.00)-----
----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which
is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
the City of SAN ANTONIO, subject to the reservation hereinafter made,
P.O. Box 9066, San Antonio, Texas 78285.

of the County of Bexar and State of Texas, all of
the following described real property in Bexar County, Texas, to-wit:

A TRACT of land containing 452.7333 acres being the South portion of
697.7 acre Louis Ridder Tract, out of the J. M. Becerra Survey
Number 58, Abstract 50, County Block 5196 and the J. Barber Survey
Number 63, Abstract 53, County Block 4311, Bexar County, Texas, said
452.7333 acre tract being hereby more particularly described in
"Exhibit A" attached hereto, the "Subject Property".

21
NOV 29 1982

There is hereby expressly reserved unto NELSON GARDENS CORPORATION, ("Seller"), its successors and assigns, an Access Easement to the Subject Property for the purpose of delivering solid waste collected by it in the normal course of its business in accordance with "Exhibit B".

This conveyance is made and accepted subject to the following:

Pipe line easement, 100 feet wide to LoVaca Gathering Company, crossing central portion of tract in Southwest to Northeast direction, as provided by instrument recorded in Volume 5973, Page 590, Bexar County Deed Records, amended by Volume 1264, Page 774, Bexar County Real Property Records.

Solid waste disposal easement to Bexar County at southwest corner of tract, containing 5 acres, as provided in instrument recorded in Volume 1664, Page 906, Bexar County Real Property Records.

Permit to operate municipal solid waste facility over 277.44 acre portion of subject property referred to in instrument recorded in Volume 1664, Page 906, Bexar County Real Property Records.

Easement to Southwestern Bell Telephone Company for telephone lines, running Southwest to Northeast across southern portion of subject tract, as recorded in Volume 4065, Page 151, Bexar County Deed Records.

Easement to City Public Service Board of San Antonio for electric transmission and distribution lines, across northern portion of tract running Southeast to Northwest, as recorded in Volume 5655, Page 280, Bexar County Deed Records.

FIELD NOTES

A TRACT of land containing 452.7333 acres being the South portion of the 697.7 acre Louis Ridder Tract, out of the J. M. Becerra Survey Number 58, Abstract 50, County Block 5196 and the J. Barber Survey Number 63, Abstract 53, County Block 4311, Bexar County, Texas, said 452.7333 acre tract being hereby more particularly described to-wit:

Beginning at an iron pin at the intersection of the northeast right-of-way line of Nelson Road with the west boundary of the Old Railroad right-of-way for the southeast corner of the 697.7 acre Louis Ridder Tract and of the herein described tract;

Thence with the northeast right-of-way line of Nelson Road N 62° 33' 30" W, 2943.15 feet to an iron pin for an angle point and S 58° 11' 30" W, 153.71 feet to an iron pin on the west boundary of the 697.7 acre Louis Ridder Tract for the southwest corner of this tract;

Thence with the said west boundary, N 0° 25' 51" W, 6585.52 feet to an iron pin for the northwest corner of this tract;

Thence across the 697.7 acre Louis Ridder Tract, S 89° 19' 54" E, 1414.01 feet to an iron pin for an angle point and N 73° 58' 16" E, 1310.63 feet to an iron pin on the east boundary of the said Louis Ridder Tract, same being the west boundary of the Old Railroad right-of-way, for the northeast corner of this tract;

Thence with the said east boundary of the 697.7 acre Louis Ridder Tract, the following courses and distances:

S 6° 50' 20" E, 222.65 feet to an iron pin on a curve; southerly, with said curve to the right whose radius is 5679.58 feet, interior angle is 5° 25' 11", tangent is 268.82 feet, a distance of 537.24 feet to a concrete monument for the point of tangency of said curve; and S 0° 28' 41" E, 7449.03 feet to the place of beginning.

The above described tract is subject to the following easements:

- 1) Southwestern Bell, recorded Volume 4065, Page 151, Bexar County Deed Records.
- 2) A 100 foot wide easement to Lo Vaca Gathering Company, recorded in Vol. 5973, Page 590, Bexar County Deed Records.
- 3) A 135 foot wide easement to City Public Service, recorded in Vol. 5655, Page 280, Bexar County Deed Records.
- 4) A 75 foot wide easement to Lo Vaca Gathering Company, recorded in Vol. 1264, Page 774, Bexar County Deed Records.
- 5) A Citizens Solid Waste Transfer Station, recorded in Vol. 1664, Page 906, Bexar County Deed Records.

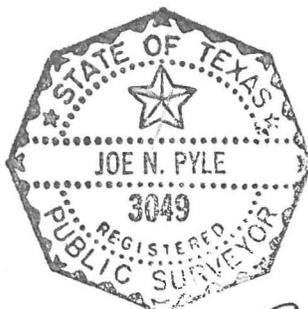


EXHIBIT "A"

Joe N. Pyle

EXHIBIT B"

ACCESS EASEMENT

There is hereby expressly reserved unto NELSON GARDENS CORPORATION, ("Seller"), its successors and assigns, an Access Easement to the Subject Property for the purpose of delivering solid waste collected by it in the normal course of its business. The City of SAN ANTONIO ("Purchaser") agrees to accept such solid waste deliveries at the Subject Property for disposal as part of its operation of a Solid Waste Disposal Site (the "Permitted Area") located on the Subject Property upon the terms and conditions herein provided.

The term of this Access Easement shall be for that period of time during which the Subject Property is permitted by appropriate regulatory agencies to be operated as a Solid Waste Disposal Site; such period to be in no event in excess of fifteen (15) years from date hereof. It is expressly agreed and understood that in the event the Purchaser in its sole discretion, would find it beneficial or necessary to have the solid waste delivered by Seller to Purchaser at some location(s) within the E.T.J. of the City of San Antonio, other than the Subject Property, Seller shall deliver any solid waste, under the same terms as provided by this Access Easement for the remaining balance of the term, to such other location(s) as directed by the Director of Public Works of the City of San Antonio, or his named designee, in written notice sent to Seller not less than sixty (60) days in advance. In any event, the Seller shall have the right to deposit solid waste it hauls in the quantities prescribed below to any location utilized by Purchaser that is open to commercial haulers and users.

Purchaser's agreement to accept, process and cover such solid waste as is brought to the Subject Property by Seller for disposal, and the retained Access Easement to do so, shall be in conformity with all applicable federal, state and local laws, ordinances, rules and regulations now existing or as they may be amended.

Purchaser agrees that it will be solely responsible for obtaining and maintaining all necessary licenses, permits and approvals of governmental authorities (following transfer of Permit No. 1237 by the Texas Department of Health) and for any expenditures which are necessary or required to be made on the Subject Property or Permitted Area pursuant to the requirements of any local, state or federal law, ordinance, rule or regulation.

Upon Seller's utilization of the retained Access Easement, it is agreed that the Purchaser shall charge Seller the sum of Three and 50/100 Dollars (\$3.50) per ton for that amount of Solid Waste deposited per calendar year by Seller which does not exceed the Annual Tonnage Ceiling. By the term Annual Tonnage Ceiling, it is meant that figure established by calculating the amount of solid waste deposited at the Subject Property by the Seller during the period beginning December 1, 1982 and ending February 28, 1983 and multiplying such figure four times, rounding off the resulting figure to the nearest ton. The rate for the depositing of solid waste at \$3.50 per ton is subject to annual increases based upon the Consumer Price Index. Such increases will be effective on the successive anniversary dates of the Access Easement, that date hereby stipulated to be the date of execution of this Deed, and such increases shall be the same as the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as the same is compiled by the United States Department of Labor, Bureau of Labor Statistics. In no event shall the rate increase exceed ten percent (10%) for

any calendar year and the rate increase can, at the option of Purchaser, be less than that provided herein. The disposal rate shall be paid by check made payable to: The City of San Antonio, P.O. Box 9066, San Antonio, Texas 78285. The rate shall be billed and paid on a monthly basis. Notwithstanding the above, the Purchaser will not charge Seller a higher rate for similar services offered to other commercial haulers and users as that charge is applied to such users by City ordinance. The Annual Tonnage Ceiling is subject to an annual increase not to exceed ten percent (10%), at Seller's option. Such increase will be effective on the successive anniversary dates of the Access Easement.

Purchaser agrees that as a condition of this Access Easement it will continue to operate the Subject Property and Permitted Area as a Solid Waste Disposal Site for a period of time not less than the term of this easement subject to other conditions as provided for herein and shall have normal operating hours of six o'clock a.m. to six o'clock p.m. six days per week (Monday thru Saturday) and the above stated disposal rate shall apply during those periods. The Site may be opened for emergency use of the Seller upon its request to the Director of Public Works of the City of San Antonio or his designated representative. The disposal rate applicable for any emergency use outside of the above stated normal hours of operation shall be the actual cost for such emergency opening and immediate processing, if necessary, as determined by the Director of Public Works of the City of San Antonio.

Purchaser and Seller agree that the Purchaser shall install and maintain a scale which shall be used by Seller in weighing its trucks transporting solid waste to the Site. Seller agrees that it will have its trucks weighed on a daily basis at the Site. In the event the scale is inoperable, tonnage of Seller shall be determined on the basis that four cu. yd. of truck capacity shall constitute one ton of solid waste. Seller's vehicles will be given disposal services on an equal basis with Purchaser's vehicles.

This Access Easement is specifically retained by the Seller and by Industrial Disposal Service Company, Inc. ("IDS, Inc."), a Texas Corporation. Seller or IDS, Inc. may assign this easement without approval of Purchaser. It is expressly agreed, however, that any assignment shall be conditioned upon the assignee acknowledging in writing that it shall fully assume and be bound by all conditions and obligations of the Seller contained in this Agreement. Notice of any assignment shall be given to Purchaser at least thirty (30) days prior to the effective date of such assignment.

Seller acknowledges that its use of the Access Easement is specifically made subject to Section 17-15.1 City Code, San Antonio Ordinance No. 39767 (Assumption of Risk) and Seller agrees that the terms provided in said Section and Ordinance shall apply to it and its operations at the Site. Said section provides:

Sec. 17-15.1 Assumption of Risk.

Any person entering upon a city operated solid waste disposal site for any purpose shall be conclusively presumed to know and appreciate the hazards and the extent of the risk which accompanies the accumulation of scrap wood, glass, nails, brush and solid wastes of every description and the use of trucks, vehicles and heavy machinery to move, remove, bury and dispose of same, and every person entering upon any such site shall be conclusively presumed to have assumed the risk of injury

or damage connected with or resulting from such hazards and danger by his or her action in entering upon such site, and for and in consideration of the permission granted by the City of San Antonio to enter upon such site, every person shall be deemed to have covenanted not to sue and to indemnify, save harmless and defend the City of San Antonio its agents, officers and employees, from and against any and all claims of any nature whatsoever for injury or damage to person or property, whether real or asserted, arising out of or resulting from the entry by such person upon any city operated solid waste disposal site.

This easement shall terminate on the happening of any of the following:

- (a) Expiration of fifteen (15) years, from the date of execution of this deed;
- (b) Agreement of both parties with such agreement to be in writing;
- (c) In the event of sale or condemnation of the Subject Property or any other change of use that, in the Purchaser's sole discretion, is deemed necessary or beneficial to the Purchaser; then the Access Easement shall terminate provided that the Purchaser agrees that it shall contractually follow the requirements as set forth herein for the use by Seller of other disposal sites utilized by Purchaser; and
- (d) The dissolution of the Seller or IDS, Inc. without having previously made provision for an assignment of this easement.

FIELD NOTES

Beginning at an iron pin in the Southeast corner of this easement which bears N 00° 00' 55" W a distance of 19.15 feet along the East fence line of the Standard Electric tract from the S.W. corner of the Nelson Gardens Corp. Road easement. Said fence also being the West property line of the Industrial Disposal Service Co., Employee Pension Plan tract. Said point also bears 108.01', S. 00° 00' 55" E from the N.E. corner of the Standard Electric Co. tract.

THENCE with a fence along the South line of said 50 foot road easement the following three (3) courses:

N 88° 53' 24" W 1446.68 feet to an iron pin;

S 53° 22' 12" W 100.0 feet to an iron pin;

S 74° 32' 24" W 223.59 feet to an iron pin being the Southwest corner of this easement and in the West property line of the Standard Electric Co. tract.

The easement is fifty (50) feet in width, parallel to, adjacent to, and lying immediately North of the above described South line of the easement. Said easement contains 2.0 acres more or less.



Joe N. Pyle

EXHIBIT "C"

FIELD NOTES

Beginning at an iron pin in the Northeast corner of this easement which bears S 00° 09' E 233.89 feet along the East fence line of Industrial Disposal Service Co., Employee Pension Plan tract, said fence also being the West property line of the Covell Road.

THENCE along the North line of said 60 foot road easement the following four (4) courses:

N 78° 17' W 699.84 feet to an iron pin;

N 89° 01' W 1332.40 feet to an iron pin;

N 87° 51' W 1288.75 feet to an iron pin;

N 77° 04' 48" W 102.52 feet to an iron pin being the Northwest corner of said easement which bears S 00° 00' 55" E 48.01 feet from the Northwest property corner of the Industrial Disposal Service Co., Employee Pension Plan tract;

THENCE along the West property line of the Industrial Disposal Service Co., Employee Pension Plan tract S 00° 00' 55" E 79.19 feet to an iron pin;

THENCE along the South line of said 60 foot road easement the following three (3) courses:

S 87° 51' E 1388.65 feet to an iron pin;

S 89° 01' E 1332.40 feet to an iron pin;

S 78° 17' E 700.00 feet to an iron pin at the Southeast corner of said easement

THENCE N 00° 09' 00" W along the East property line with a fence of the Industrial Disposal Service Co., Employee Pension Plan and also being the West property line of Covell Road 61.31 feet to the point of beginning; said easement containing 4.8 acres more or/less.



Joe N. Pyle

EXHIBIT B
FILED IN MY OFFICE
ROBERT D. GREEN,
COUNTY CLERK BEXAR CO.

Handwritten signature

1982 NOV 15 PM 4: 23

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and
was duly RECORDED, in the Official Public Records of Real Property of
Bexar County, Texas on

NOV 16 1982



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

57A

1001

1 111682 01

\$21.00 08178803

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19 _____

Notary Public in and for _____ County, Texas.
My commission expires _____, 19_____

(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 19____

Notary Public in and for _____ County, Texas.
My commission expires _____, 19_____

(Printed or stamped name of notary)

137172L RBS \$21.00

WARRANTY DEED
(Long Form)

NELSON GARDENS CORPORATION

TO

CITY OF SAN ANTONIO

PREPARED IN THE LAW OFFICE OF:
LEIGHTON, HOOD & VASQUEZ, P.C.
3003 N.W. Loop 410
San Antonio, Texas 78230
(512) 349-3892

PLEASE RETURN TO:

Chris Varley,
Assistant City Attorney
200 Main Plaza - Suite 104
San Antonio, Texas 78205

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared L. W. CLARK

President of NELSON GARDENS CORPORATION

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 15th day of November, A.D. 1982.



Notary Public in and for _____ County, Texas.
My commission expires _____, 19_____
3-31-

R. B. Squilla
Notary Public, Bexar County, Texas (Printed or stamped name of notary)

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and successors appurtenances thereto in anywise belonging, unto the said grantee, its/ -heirs and assigns forever; and it/ ~~do~~ hereby bind itself, its/ ~~-heirs, executors and administrators~~ to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors ~~-heirs and assigns~~, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

For the consideration hereinbefore set forth, NELSON GARDENS CORPORATION does additionally grant, bargain, sell, and convey unto the City of SAN ANTONIO an easement and right-of-way in perpetuity to construct, operate, and maintain a public or private right-of-way and easement upon and across the property described in Exhibit "C" and "D" which adjoins the Subject Property conveyed herein.

EXECUTED this 15th day of November, A. D. 19 82.

ATTEST

NELSON GARDENS CORPORATION

BY: [Signature]
President

By: [Signature]

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person.....whose name..... subscribed to the foregoing instrument, and acknowledged to me that.....he.....executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19 _____

Notary Public in and for _____ County, Texas.

My commission expires _____, 19_____

(Printed or stamped name of notary)

507519

RECEIVED
CITY OF SAN ANTONIO
CLERK
1982 DEC -6 11 2
CONSENT AND SUBORDINATION
OF DEED OF TRUST LIEN TO EASEMENT

STATE OF TEXAS §
COUNTY OF BEXAR §

WHEREAS, Standard Industries, Inc., by Deed of Trust dated January 29, 1982, conveyed to Harry W. Smith, Trustee, for the benefit of National Bank of Commerce of San Antonio, certain real property described in said Deed of Trust, of record in Volume 2512, Page 803, Official Public Records of Real Property of Bexar County, Texas, for the purpose of securing that one certain promissory note of even date therewith in the original principal sum of \$4,500,000.00; and

WHEREAS, the said Standard Industries, Inc., by instrument dated November 3, 1982 has granted to Nelson Gardens Corporation an easement and right of way in perpetuity to construct, operate and maintain a public or private right of way and easement on, over and across the real property more particularly described in said instrument, a true and correct copy of which is attached hereto as Exhibit "A" (the "Easement"); and

WHEREAS, the Easement is to be conveyed by Nelson Gardens Corporation to the City of San Antonio; and

WHEREAS, the City of San Antonio desires that the undersigned, as the owner and holder of the above described \$4,500,000.00 note and the beneficiary of the lien securing the note, subordinate the lien securing the note, including the Deed of Trust lien, herein described, to said Easement for the purposes of assuring the City of San Antonio that said Easement will be perpetual;

NOW, THEREFORE; Know All Men By These Presents, that NATIONAL BANK OF COMMERCE OF SAN ANTONIO, in consideration of the premises and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby consent to the granting of said Easement and does hereby agree that all liens in favor of the National Bank of Commerce of San Antonio which secure the above described \$4,500,000.00 note including, but not limited to, the Deed of Trust lien created in the instru-

PLEASE RETURN TO:

Chris Varley,
Assistant City Attorney,
200 Main Plaza - Suite 104
San Antonio, Texas 78205

\$9.00
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VOL 2711 PAGE 1152

ment recorded at Volume 2512, Page 803 of the Official Public Records of Real Property of Bexar County, Texas, against the above described property, among other property, shall be and remain inferior, subordinate and subject to that certain Easement and further agrees that the foreclosure of its Deed of Trust Lien shall in no way affect or diminish the Easement for the benefit of any other property, and said easement shall remain in full force and effect for the benefit of the Grantee named in said Easement as well as said Grantee's successors and assigns.

Executed this 10th day of November, 1982.

NATIONAL BANK OF COMMERCE
OF SAN ANTONIO

By: *Patrick J. Morgan*
Patrick J. Morgan, Its Vice President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on November 10 1982 by Patrick J. Morgan, Vice President of National Bank of Commerce of San Antonio.



Commission Expires:
6/24/84

Dorothy D. Collins
Notary Public in and for
The State of Texas At Large
DOROTHY D. COLLINS
Notary Public, Bexar County, Texas

After Recordation Return To:

Mr. Chris Varley
Assistant City Attorney
City of San Antonio
P.O. Box 9066
San Antonio, Texas 78205

VOL 2711 PAGE 1153

EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

For and in consideration of Ten and No/100 Dollars (\$10.00), in hand paid by NELSON GARDENS CORPORATION ("Grantee"), a Texas corporation, the receipt and sufficiency of which are hereby acknowledged, STANDARD INDUSTRIES, INC. ("Grantor"), a Texas corporation, hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee an easement and right-of-way in perpetuity to construct, operate and maintain a public or private right-of-way and easement on, over and across the real property that is described in Exhibit "A" and situated within the corporate limites of the City of San Antonio, BexarCounty, Texas.

TO HAVE AND TO HOLD unto the said Grantee for so long as the rights and easements herein granted, or any one of them, shall be used by, or useful to, Grantee for the passage of traffic over and across said easement in the course of any lawful trade, business, or other public or private purpose, and Grantor binds itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the premises unto Grantee, its successors and assigns forever, against any and every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED and DELIVERED this 5th day of November, 1982, together with Exhibit "A," which Exhibit is attached hereto and made a part hereof for all purposes, by this reference, the same as if fully set forth herein.

STANDARD INDUSTRIES, INC.

By: *Gerald Z Dubinski*
Gerald Z Dubinski, Sr.,
its President

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on 8th day of NOVEMBER, 1982, by GERALD Z. DUBINSKI, SR., President of STANDARD INDUSTRIES, INC., a Texas corporation, on behalf of said corporation.

Doris M. Lane
Notary Public in and for
The State of Texas At Large

My Commission Expires:

November 30, 1987

Doris M. Lane
(Printed or Typed Name of Notary)

AFTER RECORDATION RETURN TO:

GRANTEE'S ADDRESS IS:
Nelson Gardens Corporation

EXHIBIT
"A"

VOL 2711 PAGE 1154

FIELD NOTES

Beginning at an iron pin in the Southeast corner of this easement which bears N 00° 00' 55" W a distance of 19.15 feet along the East fence line of the Standard Electric tract from the S.W. corner of the Nelson Gardens Corp. Road easement. Said fence also being the West property line of the Industrial Disposal Service Co., Employee Pension Plan tract.

THENCE with a fence along the South line of said 60 foot road easement the following three (3) courses:

N 88° 53' 24" W 1446.68 feet to an iron pin;

S 53° 22' 12" W 100.0 feet to an iron pin;

S 74° 32' 24" W 223.59 feet to an iron pin being the Southwest corner of this easement;

THENCE along the West property line of the Standard Electric tract, also being the East property line of the Nelson Gardens Corporation tract a bearing of N 3° 10' 12" W a distance of 57.8 feet to an iron pin in the Northwest corner of this easement;

THENCE along the North line of this 60 foot easement the following three (3) courses:

N 73° 58' 48" E 198.8 feet to an iron pin;

N 52° 48' E 109.0 feet to an iron pin;

S 88° 53' 24" E 1467.65 feet to an iron pin being the Northeast corner of this easement; said iron pin bears S 00° 00' 55" a distance of 48.01 feet from the Northeast corner of the Standard Electric tract said point also being the Northwest corner of the Industrial Disposal Service Company Employee Pension Plan tract.

THENCE along the East property line of the Standard Electric tract a bearing of S 0° 00' 55" East a distance of 60 feet to the point of beginning, said easement containing 2.4 acres more or less.



Joe N. Pyle

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.

1982 NOV 17 PM 2 21

2 111782 01 \$9.00 01798046

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and
was duly RECORDED, in the Official Public Records of Real Property of
Bexar County, Texas on

NOV 17 1982



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

K10

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RECEIVED
CITY OF SAN ANTONIO
CONSENT AND SUBORDINATION
OF DEED OF TRUST LIEN TO EASEMENT

1982 DEC -6 PM 2:55

STATE OF TEXAS §
§
COUNTY OF BEXAR §

PLEASE RETURN TO:

Chris Varley,
Asst. City Attorney
200 Main Plaza - Suite 16
San Antonio, Texas 78205

WHEREAS, Standard Industries, Inc., by Deed of Trust dated December 13, 1977, conveyed to Fred Lawrence, Trustee, for the benefit of the Small Business Administration, certain real property described in said Deed of Trust, of record in Volume 8380, Page 682, Deed of Trust Records of Bexar County, Texas, for the purpose of securing that one certain promissory note of even date therewith in the original principal sum of \$2,500,000.00; and

WHEREAS, the said Standard Industries, Inc., by instrument dated November 5, 1982 has granted to Nelson Gardens Corporation an easement and right of way in perpetuity to construct, operate and maintain a public or private right of way and easement on, over and across the real property more particularly described in said instrument, a true and correct copy of which is attached hereto as Exhibit "A" (the "Easement"); and

WHEREAS, the Easement is to be conveyed by Nelson Gardens Corporation to the City of San Antonio; and

WHEREAS, the City of San Antonio desires that the undersigned, as the owner and holder of the above described \$2,500,000.00 note and the beneficiary of the lien securing the note, subordinate the lien securing the note, including the Deed of Trust lien, herein described, to said Easement for the purposes of assuring the City of San Antonio that said Easement will be perpetual;

NOW, THEREFORE, Know All Men By These Presents, that the SMALL BUSINESS ASSOCIATION, in consideration of the premises and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby consent to the granting of said Easement and does hereby agree that all liens in favor of the Small Business Association which secure the above described \$2,500,000.00 note including, but not limited to, the Deed of Trust lien created in the instrument recorded at Volume

VOL 2714 PAGE 1646

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RBS
\$9.00

8380, Page 682 of the Official Public Records of Real Property of Bexar County, Texas, against the above described property, among other property, shall be and remain inferior, subordinate and subject to that certain Easement and further agrees that the foreclosure of its Deed of Trust Lien shall in no way affect or diminish the Easement for the benefit of any other property, and said easement shall remain in full force and effect for the benefit of the Grantee named in said Easement as well as said Grantee's successors and assigns.

Executed this 17th day of November, 1982.

SMALL BUSINESS ADMINISTRATION

By: John E. Stonecipher, Its _____

JOHN E. STONECIPHER
CHIEF, PORTFOLIO MANAGEMENT DIVISION

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me November 17, 1982, by John E. Stonecipher, Chief, PMD of the Small Business Administration.

Ruth M. Williams
Notary Public in and for
The State of Texas At Large

After Recordation Return to:

Mr. Chris Varley
Assistant City Attorney
City of San Antonio
P.O. Box 9066
San Antonio, Texas 78205

RUTH M. WILLIAMS
Notary Public, State of Texas
My Commission Expires 6-16-86

VOL 2714 PAGE 1647

EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

For and in consideration of Ten and No/100 Dollars (\$10.00), in hand paid by NELSON GARDENS CORPORATION ("Grantee"), a Texas corporation, the receipt and sufficiency of which are hereby acknowledged, STANDARD INDUSTRIES, INC. ("Grantor"), a Texas corporation, hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee an easement and right-of-way in perpetuity to construct, operate and maintain a public or private right-of-way and easement on, over and across the real property that is described in Exhibit "A" and situated within the corporate limites of the City of San Antonio, Bexar County, Texas.

TO HAVE AND TO HOLD unto the said Grantee for so long as the rights and easements herein granted, or any one of them, shall be used by, or useful to, Grantee for the passage of traffic over and across said easement in the course of any lawful trade, business, or other public or private purpose, and Grantor binds itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the premises unto Grantee, its successors and assigns forever, against any and every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED and DELIVERED this 5th day of November, 1982, together with Exhibit "A," which Exhibit is attached hereto and made a part hereof for all purposes, by this reference, the same as if fully set forth herein.

STANDARD INDUSTRIES, INC.

By: *Gerald Z. Dubinski*
Gerald Z. Dubinski, Sr.,
Its President

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on 8th day of November, 1982, by GERALD Z. DUBINSKI, SR., President of STANDARD INDUSTRIES, INC., a Texas corporation, on behalf of said corporation.

W. J. Lane
Notary Public in and for
The State of Texas At Large

My Commission Expires:
November 30, 1984

Doris M. Lane
(Printed or Typed Name of Notary)

AFTER RECORDATION RETURN TO:

GRANTEE'S ADDRESS IS:
Nelson Gardens Corporation

EXHIBIT
"A"

VOL 2714 PAGE 1648

FIELD NOTES

Beginning at an iron pin in the Southeast corner of this easement which bears N 00° 00' 55" W a distance of 19.15 feet along the East fence line of the Standard Electric tract from the S.W. corner of the Nelson Gardens Corp. Road easement. Said fence also being the West property line of the Industrial Disposal Service Co., Employee Pension Plan tract.

THENCE with a fence along the South line of said 60 foot road easement the following three (3) courses:

N 88° 53' 24" W 1446.68 feet to an iron pin;

S 53° 22' 12" W 100.0 feet to an iron pin;

S 74° 32' 24" W 223.59 feet to an iron pin being the Southwest corner of this easement;

THENCE along the West property line of the Standard Electric tract, also being the East property line of the Nelson Gardens Corporation tract a bearing of N 3° 10' 12" W a distance of 57.8 feet to an iron pin in the Northwest corner of this easement;

THENCE along the North line of this 60 foot easement the following three (3) courses:

N 73° 58' 48" E 198.8 feet to an iron pin;

N 52° 48' E 109.0 feet to an iron pin;

S 88° 53' 24" E 1467.65 feet to an iron pin being the Northeast corner of this easement; said iron pin bears S 00° 00' 55" a distance of 48.01 feet from the Northeast corner of the Standard Electric tract said point also being the Northwest corner of the Industrial Disposal Service Company Employee Pension Plan tract.

THENCE along the East property line of the Standard Electric tract a bearing of S 0° 00' 55" East a distance of 60 feet to the point of beginning, said easement containing 2.4 acres more or less.



Joe N. Pyle

EXHIBIT
"A"

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.



1982 NOV 22 PM 4:00

51A

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and
was duly RECORDED, in the Official Public Records of Real Property of
Bexar County, Texas on

NOV 22 1982



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

107

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TEMPORARY LICENSE AGREEMENT

STATE OF TEXAS }

COUNTY OF BEXAR }

This agreement made this the 29th day of September,

1982, between the City of San Antonio, Licensee, and Nelson

Gardens, Corporation, hereinafter called the Owner, Witnesses:

WHEREAS, the said Owner is vested with fee simple title to the tract of land situated within the City of San Antonio, Bexar County, Texas, described as shown on Exhibit 1 attached hereto and

WHEREAS, the City desires to do certain work for a public purpose which will require a temporary access across a portion of Owner's land described above, to-wit: To establish operations for a solid waste disposal site by the City,

NOW, THEREFORE, in consideration of the mutual covenants herein-after stated, the parties agree for themselves, their administrators, executors, heirs, successors and assigns, as follows:

Owner hereby grants to the City of San Antonio the right and privilege to enter on the above described land for the purpose of moving personnel and equipment on the site to do all work necessary to prepare the site for a solid waste disposal site suitable to the City until such time as the City becomes the owner thereof.

Owner also does hereby agree that if the property described in Exhibit A hereof is not purchased by City within the term of the agreement, then in such event Owner agrees to reimburse City for site work (excavation etc.) actually performed at the property by the City, such reimbursement not to exceed \$15,000.00.

The License granted hereunder shall expire 75 days from the date hereof.

IN WITNESS whereof, we have signed our names on the date stated hereinabove.

WITNESSES:

Lenaud Leighton

NELSON GARDENS CORPORATION

BY: *L W Clark*

ACCEPTED:

[Signature]
City Manager
City of San Antonio

A TRACT of Land containing 452.7333 acres being the South portion of the 697.7 acre Louis Ridder Tract, out of the J.M. Becerra Survey Number 58, Abstract 50, County Block 5196 and the J. Barber Survey Number 63, Abstract 53, County Block 4311, Bexar County, Texas, said 452.7333 acre tract being hereby more particularly described to-wit:

Beginning at an iron pin at the intersection of the northeast right-of-way line of Nelson Road with the west boundary of the Old Railroad right-of-way for the southeast corner of the 697.7 acre Louis Ridder Tract and of the herein described tract;

Thence with the northeast right-of-way line of Nelson Road N 62°33'30" W, 2943.15 feet to an iron pin for an angle point and S 58°11'30" W, 153.71 feet to an iron pin on the west boundary of the 697.7 acre Louis Ridder Tract for the southwest corner of this tract;

Thence with the said west boundary, N 0°25'51" W, 6585.52 feet to an iron pin for the northwest corner of this tract;

Thence across the 697.7 acre Louis Ridder Tract, S 89°19'54" E, 1414.01 feet to an iron pin for an angle point and N 73°58'16" E, 1310.63 feet to an iron pin on the east boundary of the said Louis Ridder Tract, same being the west boundary of the Old Railroad right-of-way, for the northeast corner of this tract;

Thence with the said east boundary of the 697.7 acre Louis Ridder Tract, the following courses and distances:

S 6°50'20" E, 222.65 feet to an iron pin on a curve; southerly, with said curve to the right whose radius is 5679.58 feet, interior angle is 5°25'11", tangent is 268.82 feet, a distance of 537.24 feet to a concrete monument for the point of tangency of said curve; and S 0°28'41" E, 7449.03 feet to the place of beginning.

Agreement to Extend Provisions of Purchase
of Nelson Gardens Solid Waste Disposal Site

State of Texas }

County of Bexar }

This Agreement to Extend Provisions of Purchase is made and entered into by and between Nelson Gardens Corporation, a Texas Corporation ("Seller") and Industrial Disposal Service Company, Inc. ("IDS, Inc.") and the City of San Antonio ("Purchaser") and is as follows:

Whereas, the parties hereto have entered into a written Agreement for the sale and purchase of certain described real property together with a road access easement and the transfer of that certain Texas Department of Health Solid Waste Disposal Site, Type I, Permit No. 1237, said Agreement being executed October 14, 1982; and

Whereas, said Agreement in Article 14, Paragraph 14.2 provided for Closing of the sale and purchase and transfer of the Permit to be on or before October 14, 1982 unless extended by written agreement of the parties; and

Whereas, said Agreement, in Article 2, Paragraph 2.8 provided for establishment of an Annual Tonnage Ceiling by using a three (3) month period as the base, said base period beginning November 1, 1982 and ending January 31, 1983, and this transaction shall not close prior to November 1, 1982;

Now therefore, it is the intention and mutual agreement of the parties that Article 14, Paragraph 14.2 be and the same is hereby amended and the time for Closing is extended to November , 1982 and

It is further the intention and mutual agreement of the parties that Article 2, Paragraph 2.8 be and the same is hereby amended and the base period to be used for calculating the Annual Tonnage Ceiling shall begin December 1, 1982 and end February 28, 1983.

Executed in duplicate originals this 14th day of October, 1982.

CITY OF SAN ANTONIO

By: 

LOUIS J. FOX
City Manager

Attest:


NORMA B. RODRIGUEZ
City Clerk

Executed in duplicate originals this 14th day of
October, 1982.

NELSON GARDENS
CORPORATION

By: J. W. Clark
Its

Attest:

Secretary

INDUSTRIAL DISPOSAL
SERVICE COMPANY, INC.

By: J. W. Clark
Its

Attest:

Secretary