

**AGREEMENT FOR PURCHASE AND SALE OF
THE SPRINGS HILL WASTE WATER TREATMENT PLANT**

WHEREAS, the City of Seguin ("City") and the Guadalupe-Blanco River Authority ("GBRA") , together the "Parties" or separately a "Party", entered into a contract, titled Purchase and Sale Agreement Between Guadalupe-Blanco River Authority and City of Seguin Regarding the Springs Hill Wastewater Collection System dated October 1, 2004 and amended on January 12, 2005, (the "2004 Sale Agreement") wherein the City purchased a series of wastewater collection lines that are serviced by the Springs Hill Waste Water Treatment Plant (the "Plant"); and

WHEREAS, concurrently with the purchase of the lines the City and GBRA entered into the Regional Wastewater Treatment Contract Between Guadalupe-Blanco River Authority and City of Seguin, Texas on October 1, 2004 (the "2004 Operating Contract") which is a long-term contract for GBRA to treat and dispose of wastewater collected by the collection system purchased by the City; and

WHEREAS, at the time of the aforementioned agreements it appeared that further residential development in the area was imminent; however said development never occurred; and

WHEREAS, the Plant is located in the 100 year flood plain; and

WHEREAS, the City desires to not have further improvements at the Plant and desires to expand its own regional wastewater treatment facility; and

WHEREAS, the City and GBRA have concluded that it is in the Parties best interests to transfer ownership of the Plant to the City who will be responsible for the continued service to the persons and entities served by the Plant and the eventual decommissioning of the Plant.

Now therefore, the City of Seguin and the Guadalupe-Blanco River Authority agree as follows:

- 1. Purchase Price and Closing.** The City shall pay GBRA the sum of \$ 1,035,000.00, for the Plant including the land on which the Plant is situated. The purchase price shall be paid, in full, at closing. The Parties shall endeavor to close on the sale on or before December 26, 2016. Closing shall occur at the offices of GBRA at a time as the Parties hereto may agree. In addition to the Purchase Price the City shall pay GBRA the sum of \$70,000.00 to defray labor costs for the current plant employees.
- 2. Real Property.** The real property to be conveyed at closing consists of _____, as more particularly described in the attached Exhibit "A."
- 3. Fixtures and Equipment.** The purchase price shall include all fixtures and equipment currently located on the real property described in Exhibit A, including chemicals on hand necessary to operate the plant for a period of ten days after closing.
- 4. Representations and Warranties of Seller.** GBRA warrants that the Plant is fully functional, operational, and capable of meeting the Plant's current Texas Commission on Environmental Quality ("TCEQ") water quality permit requirements for the volume of wastewater

currently being treated. GBRA further warrants that there are no outstanding Notices of Violation from the TCEQ and to the best of GBRA's knowledge there is no current TCEQ, or other authority's, investigation into the plant's operations.

5. Buyer's Responsibilities. It shall be the City's responsibility to make appropriate application to the TCEQ to transfer all necessary licensing and permits needed to operate the Plant. All permitting costs and TCEQ fees shall be the sole responsibility of the City. At the time of closing the City shall provide appropriately licensed personnel to operate the Plant. The Parties shall work together to comply with any requirements under the Texas Administrative Code and the jurisdiction of the Public Utility Commission.

6. Continuing Responsibility. Upon closing the sale, the City shall be solely responsible for the Plant's operation. To the extent allowed by applicable law the City shall assume all liability and responsibility for the land including any future closure of the Plant and any required remediation.

7. Survey. GBRA will provide the most recent existing survey that is contained in its records for the property generally described in Exhibit A. The City may either accept that survey for the purposes of the sale or at its sole expense obtain a new survey of the property and facilities. From the standpoint of the land being transferred the survey is to set boundaries. The purchase price stated in this Agreement is not dependent on the survey. The City understands, and accepts, that all or a portion of the property exists within the 100 year floodplain.

8. Complete Agreement. With respect to the Plant and its operations this Agreement shall be the complete Agreement between the Parties. The 2004 Operating Agreement shall terminate at 5:00 PM CST on the date of closing.

9. Closing Documents. At closing Seller will execute and deliver a title policy and a general warranty deed that conveys good and defeasible title to the property and shows no exceptions other than exceptions that already exist in GBRA's deed, or other exceptions agreed to by the Parties. At closing, the Parties agree to execute all other documents that may be necessary to effectuate this Agreement.

10. General Terms

a. Survival of Representations and Warranties. Each of the Parties to this Agreement covenants and agrees that their respective representations, warranties, covenants, statements, and agreements contained in this Agreement shall survive the Closing Date and terminate on the second anniversary of such date. Except as set forth in this Agreement, the exhibits hereto or in the documents and papers delivered by Seller to Buyer in connection herewith, there are no other agreements, representations, warranties, or covenants by or among the Parties hereto with respect to the subject matter hereof.

b. Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any

Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

c. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid,

To Seller: Kevin Patteson
General Manager/CEO
933 East Court Street
Seguin, Texas 78155

To Buyer: Rick Cortes
Assistant City Manager
201 N. River Street
Seguin, Texas 78155
rcortes@seguintexas.gov

or to such other address as such Party shall have specified by notice in writing to the other Party.

d. Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement.

e. Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Guadalupe County, State of Texas. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

f. Captions. The Captions of this contract are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this contract, or the intent of any provisions hereof.

g. Time of the Essence. Time and timely performance are of the essence of this contract and of the covenants and provisions hereunder.

h. Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

i. Extraordinary Remedies. To the extent cognizable at law, the Parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive

relief, regardless of whether the injured Party can demonstrate that no adequate remedy exists at law.

11. AMENDMENTS OR ADDENDA. All amendments, addenda, modifications, or changes to this Agreement shall be made in writing and executed by both Parties.

12. INITIALS AND EXHIBITS. This Agreement shall not be valid and enforceable unless it is properly executed by Buyer and Seller and their initials affixed to each page of the exhibits attached hereto and made a part hereof.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual Parties hereto and signed by an officer thereunto duly authorized by Resolution or other Order of their governing body.

For GBRA

For City of Seguin

Kevin Patteson
General Manager

Douglas G. Faseler
City Manager