

**SUBLEASE AGREEMENT BETWEEN THE
CITY OF SAN ANTONIO AND SAINT MARY’S HALL, INC.**

The Sublease Agreement (“Agreement”) is entered into by and between the CITY OF SAN ANTONIO (“City”) and SAINT MARY’S HALL, INC., a Texas nonprofit corporation (“SMH”).

RECITALS

WHEREAS, through Ordinance 41552, approved on or about December 7, 1972, the City entered into a 30-year land use agreement (“Base Lease”) with City Public Service to allow the City to utilize land known as LBJ Park, as more particularly described in such Base Lease. A complete and accurate copy of the Base Lease and all amendments thereto is attached hereto and incorporated herein for all purposes as **Exhibit A**; and

WHEREAS, the Base Lease was amended on or about April 4, 1984, to extend the term of the Base Lease and allowed the City to sublease a portion of LBJ Park to the Young Men’s Christian Association of San Antonio (the “YMCA”); and

WHEREAS, on or about June 18, 2001, the YMCA and SMH entered into a Participation Agreement regarding the soccer fields located in LBJ Park and access thereto, which Participation Agreement was amended by that certain First Amendment to Participation Agreement dated June 1, 2007, which allowed SMH use of an area measuring 4.91 acres for recreational support activities; and

WHEREAS, because the YMCA is no longer subleasing part of LBJ Park, the Participation Agreement was terminated; and

WHEREAS, the City has entered into a License Agreement (the “License Agreement”) dated effective November 16, 2021, by and between the City and CPS Energy to establish a 10-15’ trail in the approximately 17.8 acre area identified on Attachment No. 1 to the License Agreement (the “Trail Area”). A complete and accurate copy of the License Agreement and all amendments thereto is attached hereto and incorporated herein for all purposes as **Exhibit A-1**; and

WHEREAS, SMH and the City now desire to enter into a sublease to allow SMH to utilize portions of LBJ Park and the Trail Area for parking, recreational activities, storage and maintenance facilities, classroom activities and limited shared use, as more particularly described below;

NOW THEREFORE, for and in consideration of the promises and the mutual representations, warranties and covenants and subject to the conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and SMH (each a “Party” and, collectively, the “Parties”) hereby agree as follows:

AGREEMENT

1. Sublease. City, as Sublessor, for and in consideration of the SMH obligations hereinafter set forth herein and the covenants and agreements hereinafter contained, does hereby sublease and license to SMH, as Sublessee, at no charge, the right to use and occupy a combined total of 5.165 acres (“Premises”) comprising of:
 - a. 4.91 acres as depicted and described in **Exhibit B**, attached hereto and incorporated herein for all purposes (the “4.91 Acre Tract”). City reserves the right to build and maintain a hike and bike trail (the “Trail”) on the 4.91 Acre Tract, such Trail being approximately 10 feet wide and approximately 315 feet long in the location depicted on **Attachment 1**, attached hereto and incorporated herein for all purposes. The Trail is located approximately 166 feet from the southwest corner of the 4.91 Acre Tract property line and proceeds north over the 4.91 Acre Tract, exiting such tract about 248 feet east of the southwest corner of the 4.91 Acre Tract property line. The location of the proposed trail may be revised as necessary by the City, but reasonable efforts will be made to coordinate with SMH on the new location. City may install and use the Trail so long as such Trail does not interfere with SMH’s use and enjoyment of the 4.91 Acre Tract, and City may make the Trail available to the public, provided that the City may only construct the Trail in the area outlined on Attachment 1, and further provided that SMH has the right to fence or take other security measures to protect the sheds and other improvements it has erected on the 4.91 Acre Tract. SMH has the exclusive right to use the 4.91 Acre Tract, other than the Trail. SMH will be responsible for the maintenance and management of the existing roadway improvements located on the 4.91 Acre Tract at the time of this Agreement, and the City will be responsible for maintenance and management of the Trail. All improvements, equipment and fixtures located on the 4.91-acre tract, other than the Trail, are the sole and exclusive property of SMH.
 - i. That portion of the access roadway depicted on **Exhibit B-1** that lies outside of SMH’s exclusive sublease area will be considered a joint use area, for use by both the City and SMH.
 - b. .046 acres as depicted in **Exhibit C** and as described in **Exhibit C-1** (the “.046 Acre Tract”). SMH has the exclusive right to use the .046 Acre Tract.
 - c. .061 acres as depicted in **Exhibit D** and as described in **Exhibit D-1** (the “.061 Acre Tract”). SMH has the exclusive right to use the .061 Acre Tract.
 - d. .148 acres as depicted in **Exhibit E** and as described in **Exhibit E-1** (the “.148 Acre Tract”). SMH has the exclusive right to use the .148 Acre Tract.
2. Permitted Uses. SMH may use the 4.91 Acre Tract for the following uses and other uses incidental to and similar in nature to:
 - a. Storage or portable and mobile athletic and supply items;
 - b. Bulk storage of landscaping and building materials;

- c. Limited parking for transit and maintenance vehicles; provided that no more than five (5) vehicles shall be parked at any one time;
- d. Outdoor classrooms and activity areas; and
- e. Outdoor fitness station path and walk/run trail.

SMH may use the .046 Acre Tract, the .061 Acre Tract, and the .148 Acre Tract (collectively, the “Parking Tracts”) for parking cars, trucks and other vehicles visiting the SMH campus, as well as for other uses consistent with the institutional activities of SMH. SMH may relocate and replace the existing fence adjacent to the Parking Tracts in order to pave the Parking Tracts, so long as SMH constructs another fence acceptable to both City and SMH between the property adjacent to the Parking Tracts and the Parking Tracts. SMH will be solely responsible for the maintenance and management of the improvements constructed on the Parking Tracts.

SMH shall obtain written approval from the City for changes to the permitted uses, such approval of which not to be unreasonably withheld, conditioned or delayed.

- 3. Term. The Agreement shall be for the term of twenty (20) years commencing on June 1, 2023, and will automatically be renewed and extended for two (2) additional periods of ten (10) years each unless SMH delivers written notice to the City that it chooses not to extend. Any extensions following such forty (40) year initial and extended terms are subject to the discretion of the City with a 60-day written request from SMH.
- 4. Termination. If the obligations of the agreement are not being met, City will inform SMH in writing. Should SMH not cure the breach of its obligations within (ninety) 90 days after receipt of the notice of such breach (the “Cure Period”), the City shall have the right to terminate the Agreement ninety (90) days after the end of the Cure Period by providing written notice to SMH.
- 5. Insurance. SMH shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Parks and Recreation Department, which shall be clearly labeled “Parking” in the Description of Operations block of the Certificate. Such copies shall be mailed (delivered?) to the following address:

City of San Antonio
Attn: Parks and Recreation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements,

directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits as may be reasonable and when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereby the City may incur increased risk.

Subject to SMH's right to maintain reasonable deductibles in such amounts as are approved by the City, SMH shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SMH's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Independent Contractors e. Damage to property rented by you g. Sexual Abuse/Molestation	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage e.\$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. *Professional Liability (Claims-made	\$1,000,000 per claim, to pay on behalf of

basis)	the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Property Insurance:	One Hundred Percent (100%) replacement value for Structure, and replacement cost coverage of eighty percent (80%) of actual cash value for improvements and betterments.
*if applicable	

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). SMH shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within ten (10) calendar days of the requested change. SMH shall pay any costs incurred resulting from said changes.

SMH agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- (a) Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- (b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- (c) Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- (d) Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- (e) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, SMH shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend SMH'S performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

Nothing herein contained shall be construed as limiting in any way the extent to which SMH may be held responsible for payments of damages to persons or property resulting from SMH's or its sublessees' performance of the work covered under this Agreement.

It is agreed that SMH's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

SMH are responsible for all damage to their own equipment and property located on the Premises.

6. All notices, demands and requests ("Notices") provided for or permitted to be given pursuant to this Sublease must be in writing. All Notices to be sent to the Parties hereunder shall be deemed to have been properly given or served by hand delivery or by depositing the same in the United States mail, addressed to the appropriate Party, postpaid and registered or certified with return receipt requested as follows:

If to SMH:	Len Miller Head of School 9401 Starcrest Dr. San Antonio, TX 78217
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If to City:	Brandon Ross Capital Programs Manager 5800 Historic Old Hwy. 90 San Antonio, TX 78227
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Either Party may change the address at which Notice is to be served upon them by giving fifteen (15) days' written notice thereof to the other Party in the manner herein provided. All Notices shall be effective upon being hand delivered or deposited in the United States mail, registered or certified mail, return receipt requested. However, the time period in which a response to any such Notice must be given shall commence to run from the date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of change in address of which no notice was given shall be deemed to be receipt of the Notice.

7. City covenants and agrees that it is seized of a leasehold estate in and to the Premises under the Base Lease and the License and has the full right, power and authority to sublet the Premises and to execute this Sublease. City further covenants and agrees that SMH, upon observing and keeping all covenants, warranties, agreements and conditions of this Sublease on its part to be kept, shall quietly have and enjoy the Premises during the term without hindrance or molestation by City or anyone claiming by, through or under City.

8. City represents and warrants to SMH that the Base Lease and the License are now in full force and effect, and neither City nor CPS are in default of any of the covenants and obligations on their part to be performed and observed under the Base Lease or the License.
9. No modification, termination or waiver of this Sublease shall be binding unless it is set out in writing and signed by the party against whom or which it is sought to be enforced.
10. The covenants, conditions and agreements contained in this Sublease shall bind and inure to the benefit of City and SMH and their respective successors, administrators and assigns.
11. This Sublease shall be deemed a sublease and not an assignment, and SMH shall be bound by and liable for the performance of its obligations as set forth and contained in this Sublease, but SMH does not assume the obligations and liabilities of City to CPS under the Base Lease or the License.
12. This Sublease and the attached exhibits contain the entire agreement and understanding of the parties with respect to the subject matter of this Sublease, and supersede all prior or contemporaneous agreements and understandings, whether oral or written.

IN WITNESS HEREOF, the Parties hereto have executed this Sublease Agreement on the _____ day of _____, 2023 (the “Effective Date”).

CITY OF SAN ANTONIO,
a municipal corporation

SAINT MARY’S
HALL, INC., a Texas nonprofit corporation

Homer Garcia
Director

By: _____
Name:
Title:

APPROVED AS TO FORM:

Assistant City Attorney

Exhibit A

AN ORDINANCE 41552

AUTHORIZING THE CITY MANAGER TO EXECUTE A 30-YEAR LEASE AGREEMENT WITH THE CITY PUBLIC SERVICE BOARD WHEREBY THE BOARD LEASES TO THE CITY, RENT FREE, A TRACT OF LAND ON NACOGDOCHES ROAD TO BE KNOWN AS THE NORTHEAST COMMUNITY PARK AND SPORTS COMPLEX.

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

SECTION 1. The City Manager is hereby authorized to execute a Land Use Agreement with the City Public Service Board whereby said Board leases to the City certain property on Nacogdoches Road for the purpose of developing and operating the proposed Northeast Community Park and Sports Complex.

BACKGROUND:

1. City has approved HUD grant contract to develop this park.
2. This agreement was staffed through the City Attorney and HUD legal authorities before CPSB acted upon it.

ESSENTIALS OF THE AGREEMENT:

1. Term: 30 years, rent free.
2. Location: 77+ acres of the W.B. Tuttle Plant property near Nacogdoches Road and Starcrest Drive.
3. City may develop the land for parks and recreation purposes and must secure property from vandalism and other unauthorized activities.
4. Agreement may be terminated in event of national emergency, greater public need as determined by both parties or by failure of City to develop and use the property for park purposes.

SECTION 2. A copy of the Land Use Agreement is attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 7th day of December, 1972.

ATTEST: J. H. Linder
City Clerk

MAYOR

EXHIBIT A

ATTESTED TO FORM:
COUNTY OF BEXAR
CITY OF SAN ANTONIO

SS.

CERTIFIED COPY

The undersigned, the City Clerk of the City of San Antonio, in the State and County aforesaid, does by these presents certify that the attached and foregoing is a true and correct copy of a part of the records, papers and books in the Office of the City Clerk and that I am the custodian of such records, books and records as an officer of the City of San Antonio.

Given under my hand and the official seal of the City of San Antonio, this 7th day of December, A.D. 1972.

WJL

Exhibit A

LAND USE AGREEMENT
NACOGDOCHES ROAD PARK AGREEMENT
Between
THE CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT
And
CITY PUBLIC SERVICE BOARD

WHEREAS, the City of San Antonio, Texas, hereinafter called the "City", has as one of its responsibilities the provision and operation of recreation facilities and activities for the public through its Parks and Recreation Department; and

WHEREAS, the City Public Service Board of San Antonio, hereinafter called the "Board", which is vested with the management and control of the Electric and Gas Systems of the City and the making of extensions thereof and improvements thereto, has jurisdiction over the property shown in Exhibit A hereto as the "Park Property" and

WHEREAS, the City, through its Parks and Recreation Department, has proposed that said property be developed into a City park, and the Board recognizes the need for and the benefits which would accrue to citizens of the area in having a park on said Nacogdoches Road tract; and

WHEREAS, the City (Parks and Recreation Department) and the Board have agreed upon a plan for such use of said area, and to carry out said plan have entered into this agreement; and

WHEREAS, the Department of Housing and Urban Development has agreed to participate in the funding for the development of a City park on said property; and

WHEREAS, the development of such plan by the City requires the actual use and possession by the City, through its Parks and Recreation Department, of the real property herein described for the purpose of locating, planning,

EXHIBIT A

Exhibit A

designing, operating and maintaining public recreation facilities; and

WHEREAS, the Board has no plans for use or development inconsistent with the use of such tract of land for park and recreation purposes;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Board does hereby agree to the use by the City Parks and Recreation Department of the land area designated as the "Park Property" as shown on the plat attached hereto as Exhibit A and hereby made a part hereof. The said area is to be occupied and used in accordance with the following agreements and conditions:

1. Term: The term of this agreement shall be for thirty (30) years commencing on November 1, 1972, and terminating on October 31, 2002.

2. Use of Land Area: The City Parks and Recreation Department shall use the said land area solely for public recreation and related activities, and may plan, survey, construct and maintain upon said premises, at its own cost and expense, fencing (meeting the specifications in Exhibit B for a 7 foot fence), picnic areas, sports complex recreation building and such other recreation facilities as the City may deem proper, and will secure said premises from vandalism and other unauthorized or obnoxious activities. All such development plans shall be reviewed and approved by the City and the Board to insure that improvements, location, construction and uses by the City shall not interfere with or limit the usefulness of said leased areas for any of the electric or gas system uses for which the same are held by the City.

3. City's Liability: The City shall be responsible for and shall bear all legal liability in connection with the City's use of the area for park and recreation purposes, including all claims by employees of the City and members of the public permitted on the area by the City.

4. Board's Liability: The Board shall be responsible for and shall

Exhibit A

bear all legal liability in connection with the Board's activities on the area, including liability to employees of the Board and all other persons entering upon the area acting under the direction of the Board or under contract with the Board.

5. City's Exclusive Rights: The City, under the terms of this agreement, shall have exclusive right to carry out the development and conduct the activities described in paragraph 2 herein, it being understood, however, that the Board retains full use of the easements shown on Exhibit A.

6. City's Charges and Revenues: Any and all revenues derived from park and recreation activities or concession operations conducted in or on the leased areas by the City shall belong to and inure to the benefit of the City.

7. Compliance with Legal Requirements: The City agrees to conduct its recreation and facilities on the area in such a way as to comply with all laws and governmental regulations of every kind, and shall, at its expense, police the area so as not to permit any activities on said area which may in any way endanger or damage the premises or the adjoining properties under jurisdiction of the Board and shall at all times maintain the premises in a clean and sanitary condition.

8. Termination of Agreement: The Board may terminate this agreement for the following reasons:

(a) In times of civil unrest, national emergency or under wartime conditions so as to prevent or lessen the danger of sabotage or other physical harm to the Board's facilities on and adjacent to the area.

(b) When or if it is conclusively demonstrated to the satisfaction of both parties that a greater public need would be served by a change in the utilization of the area.

(c) Failure of the City to maintain the park, once developed, in good and usable condition for park purposes.

9. Rent Free: No rent fees or lease payments for said property or use thereof may be assessed.

Exhibit A

10. Hunting on Area: It is agreed that no hunting will be permitted on the area, and that appropriate rules will be placed in effect and enforced against the carrying or possession by any person of guns or firearms of any kind upon the area except by designated armed guards and officers of the law authorized to carry firearms.

Signed this 7th day of December, 1972.

CITY OF SAN ANTONIO

By *Pond Hunt*
City Manager

CITY PUBLIC SERVICE BOARD
of SAN ANTONIO

By *J. Lee*
General Manager

Exhibit A

FIRST AMENDMENT
TO
LAND USE AGREEMENT
NACOGDOCHES ROAD PARK AGREEMENT
Between
THE CITY OF SAN ANTONIO
And
CITY PUBLIC SERVICE BOARD

WHEREAS, pursuant to Ordinance No. 41552 of December 7, 1972, the City of San Antonio, Texas, hereinafter called the "City", and the City Public Service Board of San Antonio hereinafter called the "Board", heretofore entered into that certain Land Use Agreement dated December 7, 1972 (the "Base Lease") under the terms of which the Board leased to the City the real property (the "Park Property") described therein and now called "Lady Bird Johnson Park" for the use thereof for park and recreation purposes;

WHEREAS, pursuant to the terms of the Lease Agreement attached hereto as Exhibit I (the "YMCA Lease"), the City proposes to sublease to the Young Men's Christian Association of San Antonio (the "YMCA") that portion of the Park Property described in Exhibit "D" to the YMCA Lease (the "YMCA Site") so that the YMCA may undertake to provide its programs and services therefrom and thereby enhance the actual use of LBJ Park for its intended purposes of providing recreational programs, services and facilities to the public; and

WHEREAS, in order to implement the YMCA Lease it is necessary for the City and the Board to amend the Base Lease;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the City and the Board hereby agree as follows:

A. Term. The term of the Base Lease provided for in paragraph 1 of the Base Lease shall continue until December 31, 2029, subject to earlier termination on the following dates upon the occurrence of the events specified below:

(i) On October 31, 2002 in the event the YMCA Lease has terminated on or before that date; or

(ii) On any date after October 31, 2002 on which the YMCA Lease terminates pursuant to the provisions of Article XIV thereof.

So long as the YMCA Lease remains in force and effect, the Board agrees that it will not terminate the Base Lease for any reasons set forth in paragraph 8 thereof. It is agreed that the date specified in the first sentence of Section 14.2 of the YMCA Lease (i.e., December 31, 2006) after which notice

Exhibit A

can be given to terminate the YMCA Lease may be changed to a later date as provided in such Section 14.2 by the mutual agreement of the Director of the City's Department of Parks and Recreation and the General Manager of the Board.

B. Approval of Plans. The City agrees that it will not grant approval of any of the YMCA's plans for proposed improvements to be made to or constructed upon the YMCA Site as contemplated by Sections 6.1 and 6.2 of the YMCA Lease unless such plans shall have been also approved by the General Manager of the Board or his designee.

C. Consent to YMCA Lease. The Board hereby consents to the YMCA Lease and agrees that to the extent the YMCA Lease contains any terms or conditions which may be contrary to the terms and conditions of the Base Lease, the terms and conditions of the YMCA Lease shall control and shall not result in or create a default under or a breach of the terms and conditions of the Base Lease.

Signed this 4th day of April, 1984.

CITY OF SAN ANTONIO

By: Kristian S. Haskins
City Manager

CITY PUBLIC SERVICE BOARD OF SAN ANTONIO

By: [Signature]
General Manager

Exhibit A-1
License Agreement between
CPS Energy and City of San Antonio

LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is entered into as of the Effective Date (as that particular term is defined in Section 1, below) between **Licensee** (as that particular term is also defined in Section 1, below) and the City of San Antonio, acting by and through the City Public Service Board ("**CPS Energy**"), a Texas municipal electric and gas utility (the "**Licensor**").

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, Licensee and Licensor agree as follows:

1. IDENTIFYING INFORMATION.

Licensee: City of San Antonio

Licensee's Mailing Address: _____

Term: Ten (10) years, commencing on the License Commencement Date ("**Initial Term**"), with three (3) automatic five (5) year renewal terms (each a "**Renewal Term**"); *provided, however*, such Initial Term and Renewal Term(s) are subject to Licensor's early termination rights as provided herein.

License Fee: Zero Dollars and No Cents (\$0.00) per month.

Premises: as generally described in **Exhibit No. 1**, a copy of which is attached to this Agreement and made a part thereof.

LICENSEE ACKNOWLEDGES THAT CPS ENERGY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DESCRIPTION OF ANY PORTION OF THE PREMISES.

Scope of the License: As set forth in **Exhibit No. 2**, a copy of which is attached to this Agreement and made a part thereof.

Effective Date: November 16, 2021

Licensor's Address: CPS Energy
P.O. Box 1771
Mail Drop 100508
San Antonio, TX 78296 (mailing address)

2. **BACKGROUND.** Licensor shall license the Premises to Licensee to establish a 10-15' trail between Lady Bird Johnson Park and the Perrin House and as otherwise provided in **Exhibit No. 2** below. The trail will be approximately 1 mile in length and is shown in the attached aerial view attached hereto as **Attachment No. 1**. Upon completion, the public will have

access to the approximate 17.8 acre area identified as green space in **Attachment No. 1** and that is subject to a final survey to determine final property lines.

3. LICENSE COMMENCEMENT DATE; GRANT OF LICENSE; RESERVATION OF RIGHT.

- a. License Commencement Date. The Premises shall be licensed to Licensee in an "as is, with all faults" condition upon the Effective Date of this License. Notwithstanding anything to the contrary, Licensors will not be obligated to permit Licensee access to the Premises until Licensors has received from Licensee all of the following: (i) a copy of this Agreement fully executed by Licensee and (ii) copies of policies of insurance or certificates thereof as required under this Agreement.
- b. Grant of License. Licensors grants Licensee a nonexclusive license (the "**License**") to use, maintain, and operate the Premises solely within the Scope of the License set forth on **Exhibit No. 2**. The License is limited to the stated Term and is conditioned on Licensee's obligations as specifically provided for herein. The grant of the License does not relieve Licensee of the need or obligation to secure and maintain at Licensee's sole cost and expense, any other approvals, consents, permits, or licenses of any kind or nature whatsoever that may otherwise be required in connection with the Scope of the License (or any part or component thereof) including, without limitation, any right-of-way management permits or access easement agreements.
- c. Reservation of Right. The License is, and shall remain, subject to all pre-existing rights of the San Antonio Water System, CPS Energy, telecommunications and cable companies, and others who have rights in, on, over, and beneath the Premises. **LICENSOR EXPRESSLY DISCLAIMS A COVENANT OF QUIET ENJOYMENT AS TO THE PREMISES. LICENSOR MAY INTERFERE WITH OR SUSPEND LICENSEE'S USE OF THE PREMISES AT ANY TIME FOR ANY REASON, WITH OR WITHOUT NOTICE.**

4. RESTRICTIONS ON USE.

- a. Restrictions on Use. Licensee's use of the Premises is subject to the restrictions set forth in this Agreement, including those set forth in the Scope of the License and Licensee may not use the Premises for any other purpose other than as specifically set forth in the Scope of the License.
- b. Other Property. This Agreement does not grant Licensee or Licensee's officers, directors, employees, agents, invitees, or subcontractors (collectively referred herein as "**Licensee Parties**") authority to use any real property beyond legal boundaries of the Premises.
- c. Utility Transmission & Distribution Lines and Towers. If utility lines and/or towers are present on the Premises or near the Premises, then the following restrictions shall apply:
 - i. Unless expressly provided otherwise in writing, Licensee Parties shall not park any vehicles or construct any structures under any utility transmission or distribution lines at any time.
 - ii. With Licensors's prior approval, Licensee shall be permitted to post reasonable "no parking" signs along any perimeter fence.
 - iii. Licensee Parties may not touch, climb, stand or otherwise ascend any utility transmission towers or utility transmission or distribution lines on the Premises.

- iv. Licensee may not plant or install any vegetation under overhead utility transmission or distribution lines.
 - v. Licensee shall initiate and maintain safety precautions to conform with applicable laws and prudent practices to prevent injury to persons or damage to property on, about or adjacent to the Premises. Licensee shall erect and maintain reasonable safeguards for the protection of the public. Licensee shall exercise reasonable efforts to eliminate or abate all reasonably foreseeable safety, health and environmental hazards created by or otherwise resulting from Licensee's use of the Premises.
 - vi. In the event of any emergency endangering life or property, Licensee shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report to Licensor any such incidents, including Licensee's response thereto. Whenever Licensee has not taken reasonable precautions for the safety of the public or of structures or property on or adjacent to the Premises and such failure creates an emergency requiring immediate action, then Licensor, without notice to Licensee, may provide reasonable protection by undertaking the necessary safety or precautionary measure, provided, however, that Licensor shall be under no obligation to take such action; and provided, further, that the taking of such action by Licensor or Licensor's failure to do so shall not limit Licensee's liability for Licensee's failure to take action. Licensee shall reimburse Licensor for its reasonable direct costs of taking such necessary safety or precautionary measures.
- d. Vehicles. Unless expressly provided otherwise in writing, Licensee Parties may not use any vehicle carrier(s) on the Premises, including but not limited to tow trucks and multi-unit vehicle carriers, nor any other vehicles other than as necessary and required in the construction, operation and maintenance activities related to the Scope of License.
 - e. This Agreement grants only a privilege, not a real property interest. **Notwithstanding anything stated in this Agreement to the contrary, Licensee acknowledges and agrees that Licensor, its employees, agents, licensees, invitees, and business associates shall have the right, without notice, to enter upon any part of the Premises, either on foot, by vehicle, or otherwise, for the purpose of maintaining and inspecting Licensor's property, or for any other reason (including any portion of the Premises) despite such entry's possible interference with Licensee's use of the Premises.**
5. **AS IS, WHERE-IS.** Licensee acknowledges that it is relying entirely on its own experience, expertise, inspection and study regarding the condition and prospects for development of the Premises. Licensor licenses the Premises **"AS IS, WHERE IS" AND "WITH ALL FAULTS, LIABILITIES, AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN."** Licensee acknowledges that other than as expressly set forth in this Agreement, neither Licensor nor any Licensor's agents, contractors, consultants, attorneys, or representatives have made, do not make, and specifically negate and disclaim, and Licensee is not relying on any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Premises. Licensee shall enter into this Agreement solely upon Licensee's inspection of the Premises. Licensee agrees that Licensor shall not be obligated to do any work in connection with the Premises and that Licensor shall

not be responsible for any work or improvement necessary to cause the Premises to meet any applicable law, ordinance, regulation and code or to be suitable for any particular use.

6. ENVIRONMENTAL.

- a. No pollutants or substances regulated under the Resource Conservation and Recovery Act (RCRA), as amended, the Toxic Substance Control Act (TSCA), as amended, or any other applicable federal, state, or local law, rule, regulation, ordinance, or legal mandate may be stored or maintained on the Premises for any reason or period of time. Licensee Parties will not knowingly permit the disposal or release on, under, or onto the Premises of any solid waste, petroleum product, hazardous substance, or other substance which causes pollution. The terms "release," "solid waste," "hazardous substance," and "pollution" are defined according to the most inclusive meaning given those terms in the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; and the Texas Solid Waste Disposal Act, Texas Healthy and Safety Code, Chapter 361, and any amendments thereto. Licensee Parties must comply with all applicable federal, state, and local laws, rules, regulations, orders, guidelines, and instructions regulating the application, storage, use, transportation, handling, and spraying of any pesticide, preacid, redenticide, herbicide, fertilizer, or other agricultural chemical on the Premises.
- b. Any environmental testing and remediation, if any, required as a result of Licensee's improvements or activities or a change from non-residential to residential use shall be at Licensee's sole cost and expense.
- c. Licensee shall not be permitted to undertake any invasive, intrusive or destructive testing on or of the Premises, including without limitation a "Phase II" environmental assessment, air quality testing, mold testing or any boring or subsurface investigation of the Premises, without in each instance first obtaining Licensor's consent thereto, which consent may be withheld in Licensor's sole and absolute discretion. Licensee shall deliver requests for entry on the Premises, including the identity of the company or party who will perform the inspections, tests or investigations and the proposed scope of the inspections, tests or investigations, to Licensor (no less than forty-eight (48) hours prior to entry).
- d. During any Licensor approved environmental testing or remediation activity, Licensee must:
 - i. employ only trained and qualified inspectors and assessors;
 - ii. notify Licensor, in advance with no less than forty-eight hours' notice of when the inspectors or assessors will be on the Premises;
 - iii. abide by any reasonable entry rules or requirements of Licensor; and
 - iv. not interfere with existing operations or occupants of the Premises.
- e. Except to the extent caused by the negligence or willful misconduct of Licensor or Licensor's agents, Licensee, to the extent allowed by law, is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Licensee's inspections, studies, or assessments of the Premises, including any Premises damage or personal injury.
- f. Licensee shall afford Licensor an opportunity to have a representative of Licensor present to accompany the party undertaking such inspections, tests and other investigations, but Licensor agrees to cooperate with Licensee in order to expedite Licensee's inspections of

the Premises and the presence of such Licensor representative shall not be required for Licensee or its representative to proceed with such inspection, test, or investigation if such presence will delay Licensee's inspections by more than forty-eight (48) hours.

- g. Licensee shall promptly deliver to Licensor copies of any survey or reports (without any representation or warranty, express or implied, as to their accuracy) relating to any inspections, tests or investigations of the Premises performed by or on behalf of Licensee.
- h. Licensee shall be obligated to repair any damage to the Premises caused by Licensee or any other Licensee Parties or reimburse Licensor for all reasonable expenses incurred by Licensor in repairing such damages if Licensee does not promptly repair such damages after written notice of such damages has been delivered by Licensor to Licensee; provided, however, that the foregoing restoration and reimbursement obligations shall not apply to claims arising as a result of (i) the mere discovery of an existing condition on the Premises, or (ii) to the extent caused by the gross negligence or willful misconduct of Licensor or any Licensor Party. This provision shall survive the termination of this Agreement.

7. CONSTRUCTION, MAINTENANCE, AND OPERATIONS

- a. Oversight. Licensee shall submit all plans and specifications for any intended construction on the Premises to Licensor, including submission of storm water development plans to ensure construction projects do not adversely impact current drainage systems, major and minor plats, construction plans, Conditional Letter of Map Revisions (CLOMR), Letter of Map Revisions (LOMR), Master Development Plans (MDP), and building permits, as applicable, for approval prior to the commencement of any such construction, which approval will not be unreasonably delayed or withheld. If Licensor does not reject such plans and specifications but fails to provide its approval thirty (30) calendar days from the date Licensee submits such plans and specifications for Licensor's approval, Licensor shall be deemed to have consented to such submitted plans and specifications.
- b. Significant Trees. Licensee shall obtain, at its cost, a tree survey and any required tree permits. Such survey shall be submitted to Licensor along with the proposed tree mitigation plan resulting in at least fifty percent (50%), unless otherwise agreed in writing, mitigation, for approval prior to the commencement of any construction, which approval will not be unreasonably delayed or withheld. Licensee shall remain solely responsible for ensuring compliance with the San Antonio Tree Preservation Ordinance.
- c. Costs. Licensee is solely responsible for all costs of, and all risk of loss associated with, the plans, storm water and associated fees, site-clearing, tree mitigation, construction, installation, repairs, maintenance, operation, and the like of any property or fixtures placed on the Premises by it or on its behalf, all of which must be necessary for or relevant to the Scope of the License. **LICENSEE ACCEPTS ALL RISK OF FINANCIAL LOSS ASSOCIATED WITH POTENTIAL EARLY TERMINATION OF THE LICENSE AND HAS NOT RELIED ON REPRESENTATIONS MADE BY LICENSOR NOR ON THE AGREEMENT IN ELECTING TO PROCEED WITH EXPENDITURES RELATING TO THE LICENSE.**
- 8. Neighborhood Impact Issues. Licensee shall be responsible for addressing neighborhood impact issues associated with Licensee's use, including, but not limited to increased foot and pedestrian traffic, security, and lighting.

- a. Relocation. If Licensor's needs require relocation, maintenance, or adjustment in the Premises or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost, risk of loss, and expense.
- b. Maintenance. Licensee shall maintain the Premises in a clean, safe, and operable condition, and Licensee shall not permit or allow to remain any waste or damage to any portion of the Premises. Additionally, Licensee, at its sole expense, shall repair, replace and maintain in good condition and in accordance with all laws all portions of the Premises. Licensee shall repair or replace, subject to Licensor's direction and supervision, any damage to the Premises caused by a Licensee Party. If Licensee fails to make any such repairs or replacements within 15 days after the occurrence of such damage, then Licensor may make the same at Licensee's cost, plus an administration fee, which cost and fee shall all be reimbursed by Licensee to Licensor within thirty (30) days after Licensor has delivered to Licensee a statement.
- c. Improvements. Licensee, at its sole cost, risk of loss, and expense, must maintain all improvements which it constructs or installs (or arranges to be constructed or installed) on the Premises. In so doing, Licensee must adhere to all applicable federal, state, or local laws, rules, or regulations (including all applicable environmental, health, and safety standards).
- d. No Power to Bind. Licensee cannot bind or permit another to bind Licensor for payment of money or for any other obligation.
- e. Contractors and Subcontractors. Licensee must promptly pay anyone performing work on behalf of Licensee who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, Licensor may treat it as an event of default and terminate this Agreement by giving at least fifteen (15) days prior written notice of termination to Licensee. However, if the lien is removed or released of record within the notice period, this Agreement remains in effect. Licensee remains obligated to clear any such lien, without cost to Licensor, even after the expiration or early termination of this Agreement.

9. INDEMNITY.

- a. TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND STATE LAW AND WITH THE MUTUAL UNDERSTANDING THAT LICENSEE IS A GENERAL LAW MUNICIPALITY INCORPORATED UNDER THE TEXAS CONSTITUTION AND A POLITICAL SUBDIVISION OF THE STATE OF TEXAS; AND THAT AN INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO ORDER, RESOLUTION, TAX NOR INTEREST AND SINKING FUNDS HAS BEEN SET, ADOPTED OR ESTABLISHED FOR PAYMENT OF THIS INDEMNITY OBLIGATION, AND WITHOUT EXPANDING LICENSEE'S LIABILITY BEYOND THE STATUTORY LIMITS OF THE TEXAS TORT CLAIMS ACT OR UNDER EXISTING LAW, AND FURTHERMORE, WITHOUT WAIVING LICENSEE'S IMMUNITY BEYOND THE SCOPE OF THAT ALLOWED BY THE TEXAS TORT CLAIMS ACT OR EXISTING LAW, LICENSEE MUST INDEMNIFY, DEFEND, AND HOLD LICENSOR, ITS OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM AND AGAINST ANY LOSS, COST, LIABILITY, OR EXPENSE, INCLUDING COURT COSTS AND ATTORNEYS FEES, ARISING FROM OR RELATING TO (A) THE GRANT OF THE LICENSE, (B) LICENSEE'S ACTIVITIES

UNDER THIS AGREEMENT, (C) LICENSEE'S BREACH OF THE AGREEMENT, OR (D) LICENSEE'S ACTIVITIES OR PRESENCE ON OR ABOUT THE PREMISES, WHETHER OR NOT AUTHORIZED BY THIS AGREEMENT.

- b. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY OR OTHER DEFENSES TO WHICH LICENSOR IS ENTITLED UNDER THE TEXAS CONSTITUTION OR OTHER APPLICABLE TEXAS LAW, RULE, OR REGULATION.
- c. THIS INDEMNITY EXPRESSLY COVERS THE CONSEQUENCES OF THE INDEMNITEES' OWN NEGLIGENCE, WHETHER SOLE OR JOINT.
- d. LICENSEE MUST PROMPTLY ADVISE LICENSOR IN WRITING OF ANY CLAIM SUBJECT TO THIS INDEMNITY AND MUST, AT ITS OWN COST, INVESTIGATE AND DEFEND SUCH CLAIM. DESPITE ANY INSURANCE COVERAGE MAINTAINED BY LICENSEE, LICENSOR MAY, AT ITS OWN EXPENSE, PARTICIPATE IN THE DEFENSE WITHOUT RELIEVING LICENSEE OF THIS INDEMNITY OBLIGATION.

10. WAIVER AND RELEASE.

- a. LICENSEE WAIVES ALL CLAIMS AGAINST LICENSOR AND EACH OF ITS OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, OR REPRESENTATIVES FOR (A) ANY INJURY TO, OR DEATH OF, ANY PERSON OR LIVESTOCK, (B) ANY LOSS OR DESTRUCTION OF, OR DAMAGE TO, THE PREMISES (INCLUDING, WITHOUT LIMITATION, THOSE ASSOCIATED WITH ANY KNOWN OR ALLEGED CONTAMINATION OR POLLUTION), OR (C) ANY VIOLATION OR ALLEGED VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION (INCLUDING, WITHOUT LIMITATION, THOSE ASSOCIATED WITH ANY KNOWN OR ALLEGED ENVIRONMENTAL, HEALTH, OR SAFETY MATTER), ARISING FROM OR RELATED TO ACTIVITIES OF LICENSOR ON OR IN THE VICINITY OF THE PREMISES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF LICENSOR OR ANY OF ITS EMPLOYEES OR AGENTS.
- b. EXCEPT FOR THE REPRESENTATIONS EXPRESSLY MADE BY LICENSOR IN THIS AGREEMENT, LICENSEE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELEASES THE LICENSOR PARTIES FROM ANY AND ALL RIGHTS AND CLAIMS AGAINST THE LICENSOR PARTIES WITH RESPECT TO THE PREMISES (INCLUDING WITHOUT LIMITATION THE CONDITION OR UTILITY OF THE PREMISES AND ANY RIGHTS OF LICENSEE UNDER THE STATE OR FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED FROM TIME TO TIME, OR SIMILAR LAWS). LICENSEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER AND RELEASE INCLUDES ALL RIGHTS AND CLAIMS OF LICENSEE AGAINST THE LICENSOR PARTIES PERTAINING TO THE PREMISES, WHETHER HERETOFORE OR NOW EXISTING OR HEREAFTER ARISING, OR WHICH COULD, MIGHT, OR MAY BE CLAIMED TO EXIST, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, LIQUIDATED OR UNLIQUIDATED, EACH AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, WHICH IN ANY WAY ARISE OUT OF, OR ARE CONNECTED WITH, OR RELATE TO, THE PREMISES. IN CONNECTION AND TO

THE EXTENT PERMITTED BY LAW, LICENSEE HEREBY AGREES, REPRESENTS AND WARRANTS THAT LICENSEE REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND LICENSEE FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT LICENSEE NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT THE LICENSOR PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES.

11. INSURANCE.

- a. Licensor acknowledges that Licensee is a political subdivision of the State of Texas and a self-insured governmental entity with the ability to self-insure and maintain commercial excess insurance coverage to protect Licensor against all damages, claims, suits, violations, fees and penalties caused by Licensor in connection with said activities under the License. In lieu of furnishing certificates of insurance, evidence of insurance as required hereunder shall be satisfied in the form of a self-insured letter provided by Licensee.
- b. Additionally, Licensee is subject to, and shall comply with the applicable provisions of, the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et. seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. In the event that Licensee hires a subcontractor related to this License, Licensee shall require the subcontractor to provide evidence of insurance to Licensor and all parties to this License shall be listed as additional insured.

12. TERMINATION.

- a. Early Termination by Licensor. Notwithstanding the License Term set forth in Section 1 of this Agreement or the Renewal Term, Licensor may terminate this Agreement at any time before the expiration of such Term by giving Licensee at least (i) one hundred and eighty (180) days' prior written notice of such termination, or (ii) as little as forty-eight (48) hours prior written notice if and when there is an existing or imminent (A) release or discharge of hazardous substances, pollutants, or contaminants which has or might impact the Licensed Premises or any of its occupants (including both persons and livestock), or (B) threat of (1) any injury, harm, or death to Licensee or any of its employees, agents, invitees, or livestock who or which are occupying any portion of the Licensed Premises for any reason, or (2) any loss or destruction of, or damage to, any of Licensee's property located on such Premises, in either case, resulting from or arising out of the operation of Licensor's power generation or transmission facilities located either adjacent or in close proximity to the Licensed Premises. In the event Licensee defaults in any term or provision hereof, Licensor shall provide Licensee written notice of such default by certified mail, return receipt requested. If such default is not cured within thirty (30) days from the date

of receipt of such notice, Licensor may, by written notice to Licensee, immediately terminate this Agreement.

- b. CONSENT TO EARLY TERMINATION. AS A MATERIAL PART OF CONSIDERATION FOR THE AGREEMENT, LICENSOR AND LICENSEE AGREE THAT LICENSOR MAY TERMINATE THE AGREEMENT AS PROVIDED HEREIN, WHICH MAY BE PRIOR TO THE ANTICIPATED EXPIRATION DATE(S). LICENSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE TERM OF THE AGREEMENT OR OTHERWISE, BUT IS RELYING SOLELY ON ITS OWN RISK ASSESSMENT REGARDING EXPENDITURES MADE RELATING TO THE LICENSE. LICENSEE FURTHER ACKNOWLEDGES THAT LICENSOR MAY UTILIZE PART OR ALL OF THE PREMISES IN THE FUTURE IN A MANNER THAT MAY SIGNIFICANTLY IMPACT LICENSEE'S INTENDED USE AND/OR MAY REQUIRE LICENSOR TO TERMINATE ALL RIGHTS GRANTED UNDER THIS AGREEMENT. **LICENSEE EXPRESSLY DISCLAIMS ANY RELIANCE ON A PERPETUAL RIGHT TO USE THE PREMISES.**
- c. Early Termination By Licensee. Notwithstanding the License Term set forth in Section 1 of this Agreement, Licensee may terminate this Agreement at any time before the expiration of such term by giving Licensor at least one hundred and eighty (180) days' prior written notice of such termination.
- d. Upon Termination. Upon the expiration or any early termination permitted hereunder, all rights and privileges granted under the License shall immediately cease, and Licensee must immediately cease use of the Premises. Licensor may direct Licensee to either (a) abandon the encroaching improvements and appurtenances, including lines and equipment, or (b) remove all or any part of them and restore the Premises, at Licensee's sole cost, risk of loss, and expense, to its original condition immediately prior to Licensee's entry upon and use of the Premises for any reason. Improvements or appurtenances not removed within sixty (60) days after termination, whether by expiration or otherwise, shall become the property of Licensor. Licensor may, without liability to Licensee, dispose of such property at a public or private sale, without notice to Licensee. Licensee shall be liable for Licensor's costs incurred in connection with the removal, storage, sale, and disposal of Licensee's property.

13. ASSIGNMENT/SUBLICENSING.

Licensee may sublicense the Premises, provided that 60 days written notice is provided by Licensee to Licensor and that any such sublicense is subject to the terms of this Agreement and sublicensee agrees to be bound by the provisions contained herein. Licensee or Sublicensee shall be solely responsible for all costs of, and all risk of loss associated with, re-installation, repairs, maintenance, operation of any lighting and/or security any on the sublicensed Premises.

14. CONDEMNATION.

If the Premises are taken, in whole or in part, by eminent domain, Licensors may terminate this Agreement as of the date title to the taken land vests in the condemning authority. Licensee waives any claim to condemnation proceeds paid to Licensors. Licensee may seek a separate condemnation award.

15. LICENSE FEES.

Licensee must pay or remit, on or before the applicable due date, all applicable license fees, permit fees, and similar charges now or hereafter levied on Licensee or its property or on the Premises and arising from Licensee's use thereof.

16. MISCELLANEOUS PROVISIONS.

- a. Relationship Limited. This instrument creates only the relationship of Licensors and Licensee. The parties are not principal and agent, partners, joint venturers, or participants in this Agreement or any other enterprise between them.
- b. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.
- c. No Recordation. Licensors and Licensee hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded of public record in Bexar County, Texas or elsewhere. Should Licensee ever record or attempt to record this Agreement, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Licensee hereunder, and, in addition to the other remedies provided for herein, Licensors shall have the express right to terminate this Agreement and to file a notice of said termination in the applicable real Premises records for Bexar County, Texas or any other county in Texas.
- d. Yielding Up. Licensee must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures), provided, however, that Licensee, if not in default of any of the terms hereof, shall have sixty (60) days after the termination of the Agreement to remove improvements or fixtures Licensors has not elected to keep on the Premises.
- e. Authorization. Each party represents and warrants that all consents or approvals required of third parties (including, but not limited to, its Board of Directors or partners) for the execution, delivery and performance of the Agreement have been obtained and that each party has the right and authority to enter into and perform its covenants contained in the Agreement. Each person executing this Agreement warrants that he/she is authorized to do so on behalf of the party for whom he/she signs this Agreement.
- f. Acknowledgment of Reading. The parties acknowledge reading this Agreement, including exhibits or attachments, and have received the advice and counsel necessary to form a complete understanding of their rights and obligations.
- g. Applicable Law. The Agreement is performable in San Antonio, Bexar County, Texas, and is governed by the laws of the State of Texas. Exclusive venue for all actions under the Agreement shall be in the state courts of the State of Texas, Bexar County, Texas.

CPS Energy's obligations pursuant to the Agreement are subject to Texas Government Code Chapter 1502.

- h. Waiver.** The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate the Agreement or to enforce any provision of the Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.
- i. Severability.** If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected. In the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the Agreement.
- j. Successors.** This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise permitted herein.
- k. Integration.** This Agreement represents the final agreement between the parties concerning the subject matter covered herein and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties concerning the subject matter covered herein.
- l. Survival.** The following provisions shall survive expiration or termination of the Agreement: Indemnity, waiver and Release, Insurance, Attorneys Fees and Court Costs, Taxes and Licenses, and Miscellaneous, and any other provisions that by their nature are intended to survive expiration or termination.
- m. Modification.** This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term, or (ii) the same term or condition as it applies on a subsequent or previous occasion.
- n. Force Majeure.** Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; a pandemic declared by the World Health Organization or a public health emergency declared by the United States Secretary of Health and Human Services (HHS), in either case resulting in the United States Center for Disease Control and Prevention (CDC) or other governmental body or agency imposing restrictions which prevent a party's ability to perform; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market. Neither party shall, however, be excused from performance if nonperformance is due to causes which are removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, resolved or remedied with reasonable

dispatch. The provisions of this section shall not be interpreted or construed to require either party to prevent, settle, or otherwise avoid a strike, labor stoppage, or other similar labor action. The non-performing party shall, within a reasonable time of being prevented or delayed from performance, give written notice to the other party describing the force majeure circumstances preventing continued performance of the obligations of the Agreement.

- o. Third Party Beneficiaries.** This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third-party beneficiaries.
- p. Notices.** All notices required under or regarding the Agreement must be in writing and will be considered properly given if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), email, or sent by courier (confirmed by receipt) addressed to the parties' address designated in Section 1. Notice provided by email to LegalNotices@cpsenergy.com shall not, however, be valid unless receipt of such email is confirmed by CPS Energy via return email or otherwise.
- q. Pronouns.** In construing the terms and provisions of this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.
- r. Captions.** Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.
- s. Counterparts.** This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.
- t. Further Assurances.** The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties under this Agreement.
- u. Public Information.** Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

Licensors:

**City of San Antonio, acting by and through the
City Public Service Board,
a Texas municipal utility**

By: Curt D. Brockmann

Printed Name: Curt D. Brockmann

Title: Interim VP of Compliance, Ethics &
Facility Master Planning

Date: November 16, 2021

Licensee:

The City of San Antonio

By: Ann M. E.

Printed Name: _____

Title: _____

Date: 11-23-21

Exhibit No. 1

Description of Premises

This Exhibit No. 1 is attached to and made a part of that certain License Agreement between CPS Energy and Licensee (the "Agreement") to which it is attached. All capitalized terms used, but not defined, herein shall have the meaning set forth in the Agreement.

The following tract(s) of land are being licensed for use by CPS Energy to Licensee in accordance with the terms of the Agreement, including the Scope of License set forth in **Exhibit No. 2** to the Agreement.

LICENSEE ACKNOWLEDGES THAT CPS ENERGY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DESCRIPTION OF ANY PORTION OF THE PREMISES SET FORTH BELOW.

The Premises shall include only that marked area as set forth on the attached drawing, attached hereto as **Attachment No. 1**, consisting approximately of a one mile long and 10-15' wide trail area between the Park and Perrin House that runs from east to west long the southern and southwest boundary of the property and an approximate 17.8 acre area of green space on the south and southwest side of the property.

Attachment No. 1

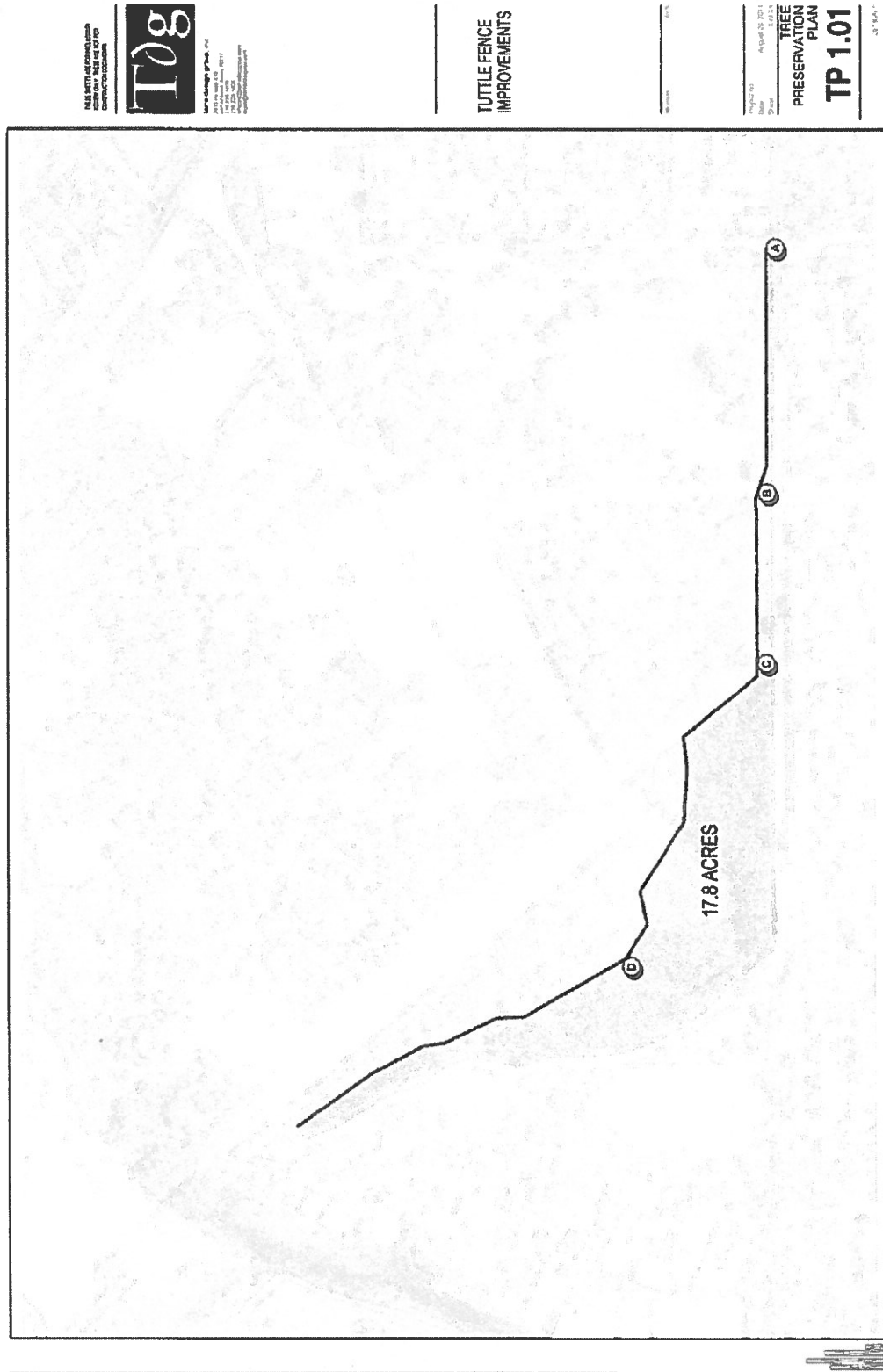


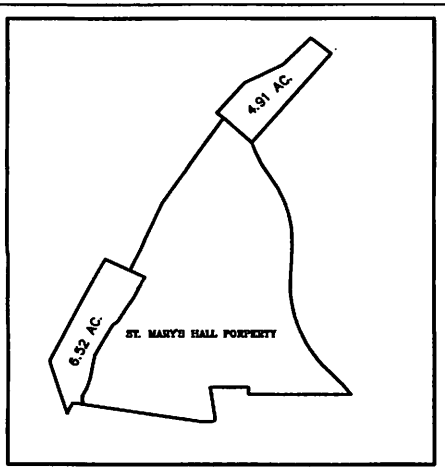
Exhibit No. 2
Scope of the License

This Exhibit No. 2 is attached to and made a part of that certain License Agreement between CPS Energy and Licensee to which it is attached. All capitalized terms used, but not defined, herein shall have the meaning set forth in the Agreement.

The Scope of the License shall be as follows:

- a. **Permitted Use.** A publicly accessible park-like area with hike and bike trail improvements for recreational use in compliance with the following general conditions:
 - i. A 10-15 foot width trail along Licensor's property from Lady Bird Johnson Park to the closed point on Licensor property to the Perrin House, i.e. the southwest border of the Tuttle property (See attached **Exhibit No. 1**).
 - ii. Subject to Licensor's sole approval, Licensee shall have the right to install improvements at its own cost relating only to the use of the Premises as a hike and bike trail, including parking areas and associated curbing.
 - iii. Licensee, at its sole cost, shall construct a new security fence on the north side of the Premises as designated on **Attachment No. 1** in a matching style of the existing fence to prevent access onto the remaining property. Upon completion of the new security fence and if directed in writing by Licensor, Licensee shall remove the existing fence.
 - iv. Licensee is solely responsible for securing legal access to the private property necessary to reach the Perrin House property.
- b. **No Other Improvements.** No other improvements, alterations or physical additions or alternations, including clearing or grading, shall be constructed on the Premises without Licensor's prior written consent.

Exhibit B



LOCATION MAP
SCALE 1" = 1000'



SCALE 1" = 200'
IRS = 1/2" IRON ROD SET
WITH "ACES" CAP

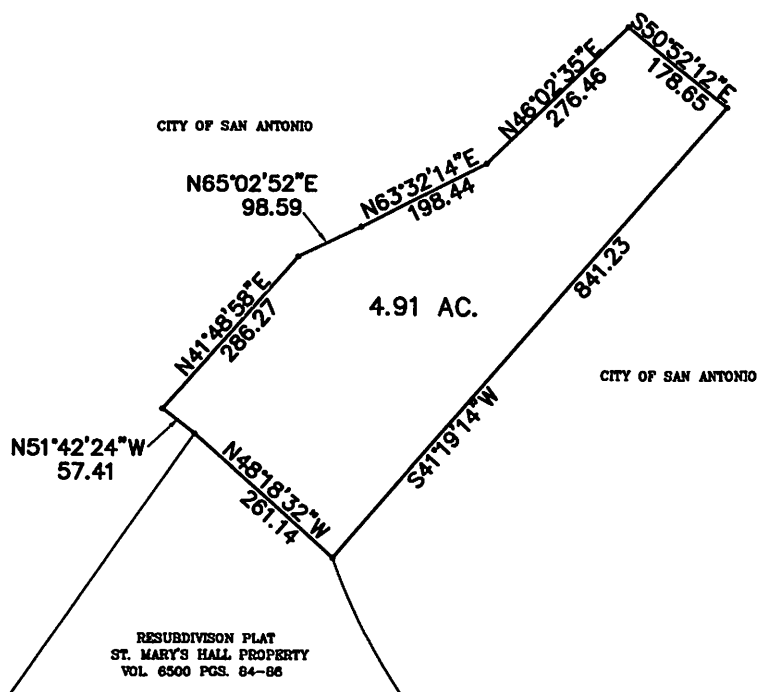


EXHIBIT
4.91 ACRES



ALAMO CONSULTING
ENGINEERING &
SURVEYING, INC.
140 HOMER RD. SUITE. 617
SAN ANTONIO, TX. 78232
(210) 622-0691

May 21, 2007, 1:48pm ACES60 Layout: Model
File: F:\PROJECT\0900\098700\dwg\SWAPEXHIBITS-18-07.dwg

JOB NO. 098900

Attachment 1

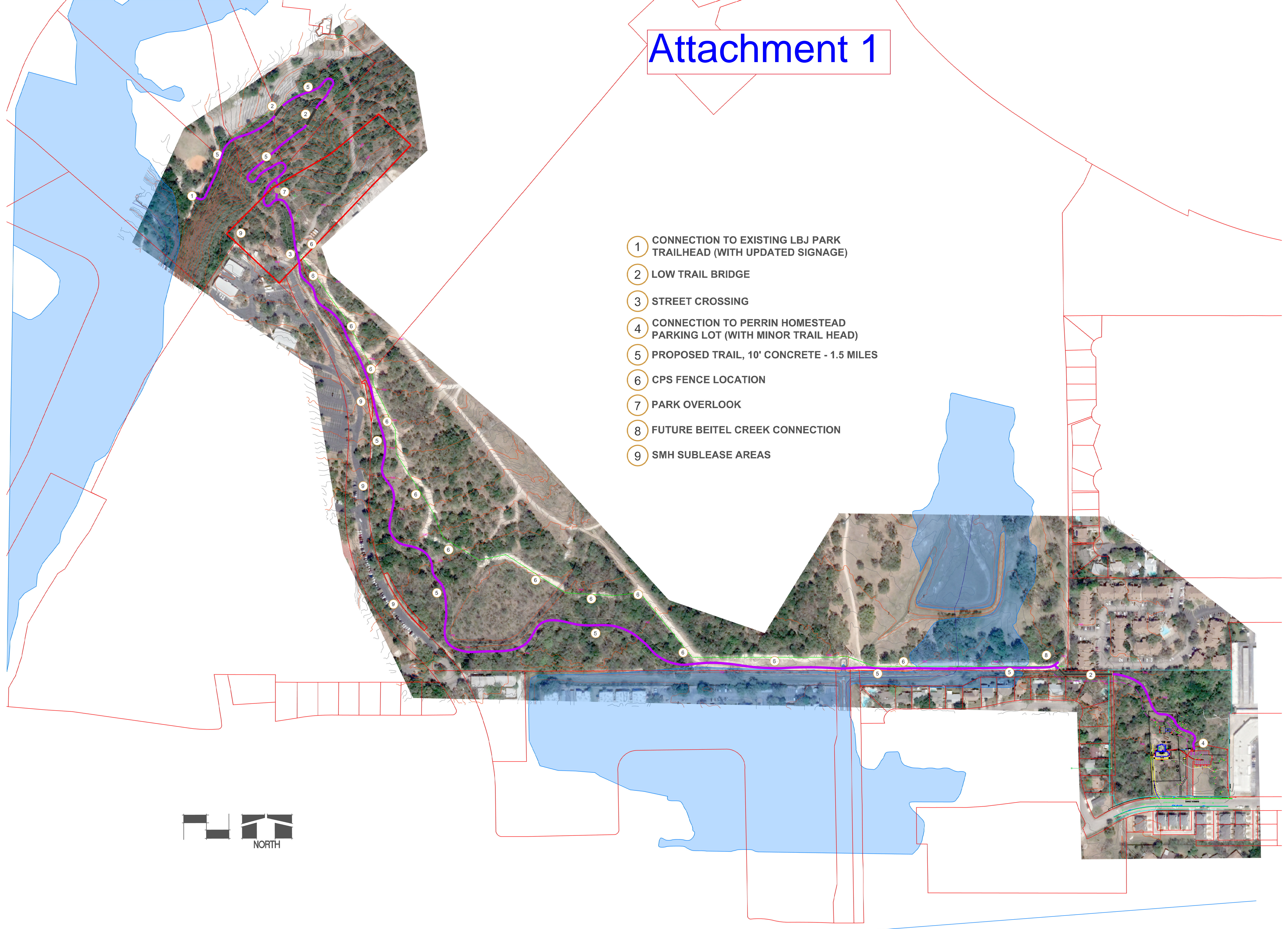
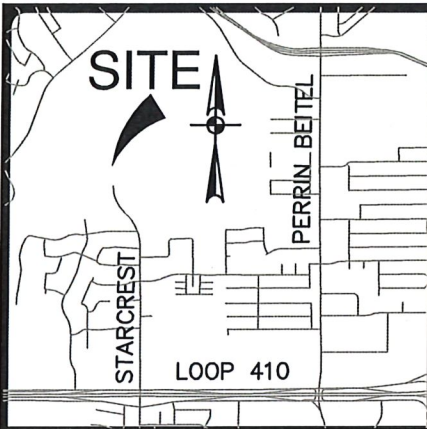


Exhibit B-1
Access Roadway



Exhibit C



LOCATION MAP

NOT-TO-SCALE

LEGEND:

DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FD. FOUND
 I.R. IRON ROD

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8517-07 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

REMAINING PORTION OF
 100.37 ACRES
 CITY OF SAN ANTONIO
 (VOL.2835 PGS. 32-33 D.R.)

DAVID J. DAVIS
 SURVEY NO. 103
 ABSTRACT 208
 COUNTY BLOCK 5029
 NEW CITY BLOCK 11964

REMAINING PORTION OF
 200 ACRES
 CITY OF SAN ANTONIO
 CPS ENERGY
 (VOL.2835 PGS. 549-550 D.R.)

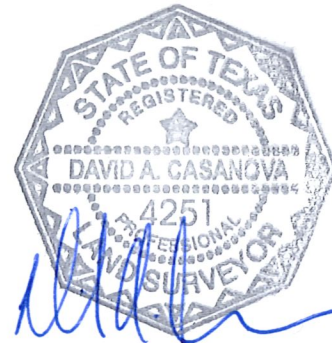
VARIABLE WIDTH
 ACCESS EASEMENT

**0.046 OF
 AN ACRE**

SEE SHEET 2 OF 2

P.O.B.

R=761.85'
 Delta=38°49'12"
 CB=N19°47'53"W
 CD=506.36'
 L=516.18'



LOT 4
 N.C.B. 11964
 ST. MARY'S HALL PROPERTY
 (VOL.6500 PGS. 84-86 D.P.R.)

0.316 AC
 ST. MARY'S HALL
 (VOL. 8907, PG. 1754, OPR)

0.124 AC
 CITY OF SAN ANTONIO
 (VOL. 58678907, PG. 94, OPR)

S43°24'40"W
 103.30'

N44°20'22"W
 173.53'

P.O.C.
 FD. 1/2" I.R.

S44°20'22"E
 66.87'
 S41°08'12"E
 117.30'

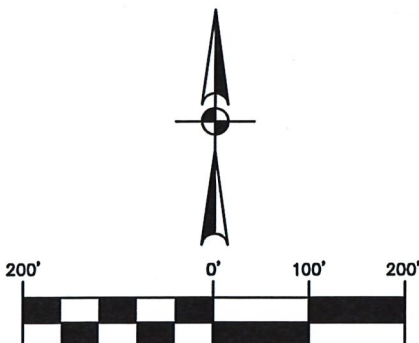
FD. 1/2" I.R.

S89°55'35"W
 23.68'

TWISTED OAKS
 (VOL.5700 PG.63 D.P.R.)

LOT 1, BLOCK 1
 TWISTED OAKS, UNIT 2
 (VOL. 5790, PG. 31, DPR)

**STARCREST
 DRIVE**
 (86' PUBLIC R.O.W.)



SCALE: 1" = 200'

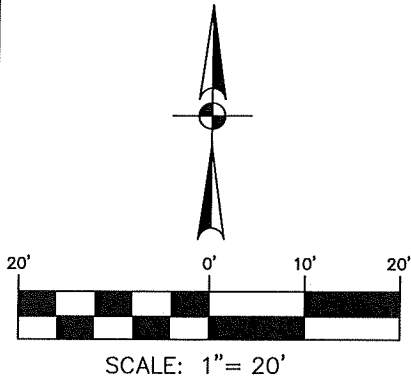
**PAPE-DAWSON
 ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

FEBRUARY 15, 2022

SHEET 1 OF 2
 JOB No.: 8517-07

Exhibit C



4.148 AC
ST. MARY'S HALL
(VOL. 8907, PG. 1754, OPR)

VARIABLE WIDTH
ACCESS EASEMENT
**0.046 OF
AN ACRE**

R=761.85'
Delta=2°13'24"
CB=N00°43'25"E
CD=29.56'
L=29.56'

P.O.B.

N01°13'59"E 134.62'

S19°14'54"E 3.30'

R=262.75'
Delta=6°07'45"
CB=S16°43'24"E
CD=28.09'
L=28.11'

DAVID J. DAVIS
SURVEY NO. 103
ABSTRACT 208
COUNTY BLOCK 5029
NEW CITY BLOCK 11964

REMAINING PORTION OF
200 ACRES
CITY OF SAN ANTONIO
CPS ENERGY
(VOL. 2835 PGS. 549-550 D.R.)

S87°50'46"E 9.79'

S02°09'14"W 67.50'

N87°50'46"W 17.18'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

FEBRUARY 15, 2022

SHEET 2 OF 2
JOB No.: 8517-07

METES AND BOUNDS DESCRIPTION
FOR A VARIABLE WIDTH ACCESS EASEMENT

A 0.046 of an acre, more or less, easement located on the remaining portion of that called 200 acre tract conveyed to the Board of Trustees of the San Antonio Electric and Gas System, now the City Public Service Board of the City of San Antonio, by deed recorded in Volume 2835, Page 549 of the Official Public Records of Bexar County, Texas, out of the David J. Davis Survey No. 103, Abstract 208, County Block 5029, now in New City Block 11964 of the City of San Antonio, Bexar County, Texas. Said 0.046 of an acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found $\frac{1}{2}$ " iron rod at the southeast corner of a 4.148 acre tract conveyed to St. Mary's Hall by deed recorded in Volume 8907, Page 1754 of the Official Public Records of Bexar County, Texas, the north corner of a 0.316 acre tract conveyed to St. Mary's Hall by deed recorded in Volume 8907, Page 1754 of the Official Public Records of Bexar County, Texas, from which a found $\frac{1}{2}$ " iron rod at the northwest corner of Lot 1, Block 1, Twisted Oaks, Unit 2 recorded in Volume 5790, Page 31 of the Deed and Plat Records of Bexar County, Texas, the northeast corner of a 0.124 acre tract conveyed to the City of San Antonio by deed recorded in Volume 5867, Page 94 of the Official Public Records of Bexar County, Texas, on the south line of said 0.316 acre tract, bears S 44°20'22" E, a distance of 66.87 feet, S 41°08'12" E, a distance of 117.30 feet, and S 89°55'35" W, a distance of 23.68 feet;

THENCE: Along and with the east line of said 4.148 acre tract, the following bearings and distances:

N 44°20'22" W, a distance of 173.53 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 761.85 feet, a central angle of 38°49'12", a chord bearing and distance of N 19°47'53" W, 506.36 feet, for an arc length of 516.18 feet to the POINT OF BEGINNING of the herein described easement;

THENCE: Continuing along and with the east line of said 4.148 acre tract, the following bearings and distances:

Continuing along said curve to the right, said curve having a radius of 761.85 feet, a central angle of 02°13'24", a chord bearing and distance of N 00°43'25" E, 29.56 feet, for an arc length of 29.56 feet to a point;

Exhibit C -1

0.046 Ac.
Job No.: 8517-07
Page 2 of 2

THENCE: N 01°13'59" E, a distance of 134.62 feet to a point;
Departing the east line of said 4.148 acre tract, over and across said called 200 acre tract, the following bearings and distances:

S 19°14'54" E, a distance of 3.30 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 262.75 feet, a central angle of 06°07'45", a chord bearing and distance of S 16°43'24" E, 28.09 feet, for an arc length of 28.11 feet to a point;

S 02°09'14" W, a distance of 67.00 feet to a point;

S 87°50'46" E, a distance of 9.79 feet to a point;

S 02°09'14" W, a distance of 67.50 feet to a point;

THENCE: N 87°50'46" W, a distance of 17.18 feet to the POINT OF BEGINNING and containing 0.046 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8517-07 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 15, 2022
JOB NO. 8517-07
DOC. ID. N:\CIVIL\8517-07\Word\8517-07 FN_ESAC_0.046 AC.docx

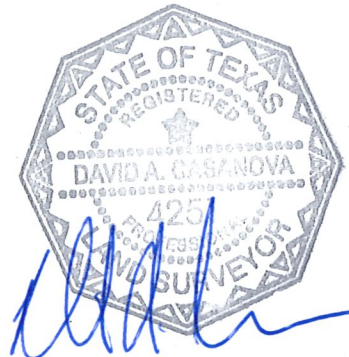
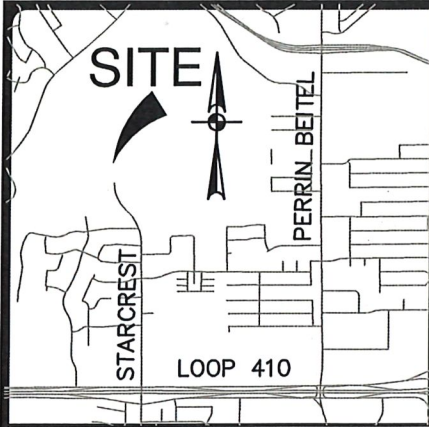


Exhibit D



LOCATION MAP

NOT-TO-SCALE

LEGEND:

DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FD. FOUND
 I.R. IRON ROD

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8517-07 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

REMAINING PORTION OF
 100.37 ACRES
 CITY OF SAN ANTONIO
 (VOL.2835 PGS. 32-33 D.R.)

ANTONIO PEREZ
 SURVEY NO. 10
 ABSTRACT 571
 COUNTY BLOCK 5013
 NEW CITY BLOCK 11964

VARIABLE WIDTH
 ACCESS EASEMENT

**0.061 OF
 AN ACRE**

SEE SHEET 2 OF 2

P.O.B.

N10°03'08"W
 6.89'

REMAINING PORTION OF
 200 ACRES
 CITY OF SAN ANTONIO
 CPS ENERGY
 (VOL.2835 PGS. 549-550 D.R.)

DAVID J. DAVIS
 SURVEY NO. 103
 ABSTRACT 208
 COUNTY BLOCK 5029
 NEW CITY BLOCK 11964



LOT 4
 N.C.B. 11964
 ST. MARY'S HALL PROPERTY
 (VOL.6500 PGS. 84-86 D.P.R.)

R=761.85'
 Delta=41°02'36"
 CB=N18°41'11"W
 CD=534.15'
 L=545.74'

N44°20'22"W
 173.53'

S43°24'40"W
 103.30'

0.316 AC
 ST. MARY'S HALL
 (VOL. 8907, PG. 1754, OPR)

0.124 AC
 CITY OF SAN ANTONIO
 (VOL. 58678907, PG. 94, OPR)

P.O.C.
 FD. 1/2" I.R.

S44°20'22"E
 66.87'

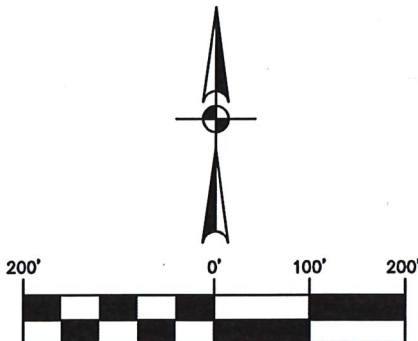
S41°08'12"E
 117.30'

S89°55'35"W
 23.68'

LOT 1, BLOCK 1
 TWISTED OAKS, UNIT 2
 (VOL. 5790, PG. 31, DPR)

**STARCREST
 DRIVE**
 (86' PUBLIC R.O.W.)

TWISTED OAKS
 (VOL.5700 PG.63 D.P.R.)



SCALE: 1" = 200'

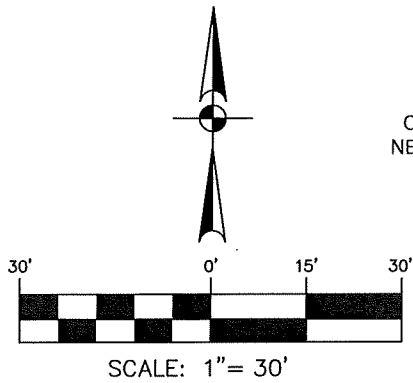


SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

FEBRUARY 15, 2022

SHEET 1 OF 2
 JOB No.: 8517-07

Exhibit D



LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°30'03"W	15.86'
L2	N66°10'31"E	18.74'
L3	S31°01'19"E	8.85'
L4	S28°05'08"E	13.91'
L5	S25°08'56"E	13.87'
L6	S22°23'44"E	7.81'
L7	S20°52'52"E	10.73'
L8	S19°49'31"E	5.85'
L9	S17°15'18"E	12.18'
L10	S14°41'05"E	12.40'
L11	S11°12'44"E	12.12'
L12	S07°52'54"E	12.08'
L13	S04°33'05"E	12.08'
L14	S01°13'16"E	12.08'
L15	S02°06'34"W	12.07'
L16	S05°21'38"W	11.53'
L17	S08°31'56"W	7.07'
L18	S09°02'29"W	5.70'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	844.30'	0°16'23"	N16°25'35"W	4.03'	4.03'
C2	207.75'	5°08'34"	S13°02'37"W	18.64'	18.65'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

ANTONIO PEREZ
 SURVEY NO. 10
 ABSTRACT 571
 COUNTY BLOCK 5013
 NEW CITY BLOCK 11964

REMAINING PORTION OF
 100.37 ACRES
 CITY OF SAN ANTONIO
 (VOL.2835 PGS. 32-33 D.R.)

DAVID J. DAVIS
 SURVEY NO. 103
 ABSTRACT 208
 COUNTY BLOCK 5029
 NEW CITY BLOCK 11964

REMAINING PORTION OF
 200 ACRES
 CITY OF SAN ANTONIO
 CPS ENERGY
 (VOL.2835 PGS. 549-550 D.R.)

4.148 AC
 ST. MARY'S HALL
 (VOL. 8907, PG. 1754, OPR)

VARIABLE WIDTH
 ACCESS EASEMENT
**0.061 OF
 AN ACRE**

P.O.B.

N10°03'08"W
 6.89'

ORIGINAL SURVEY LINE
 NOT FIELD LOCATED

N10°03'08"W 173.59'

METES AND BOUNDS DESCRIPTION
FOR A VARIABLE WIDTH ACCESS EASEMENT

A 0.061 of an acre, more or less, easement located on the remaining portion of that called 200 acre tract conveyed to the Board of Trustees of the San Antonio Electric and Gas System, now the City Public Service Board of the City of San Antonio, by deed recorded in Volume 2835, Page 549 of the Official Public Records of Bexar County, Texas and on the remaining portion of that called 100.37 acre tract conveyed to the City of San Antonio by deed recorded in Volume 2835, Page 32 of the Official Public Records of Bexar County, Texas, out of the David J. Davis Survey No. 103, Abstract 208, County Block 5029 and the Antonio Perez Survey No. 10, Abstract 571, County Block 5013, now in New City Block 11964 of the City of San Antonio, Bexar County, Texas. Said 0.061 of an acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found $\frac{1}{2}$ " iron rod at the southeast corner of a 4.148 acre tract conveyed to St. Mary's Hall by deed recorded in Volume 8907, Page 1754 of the Official Public Records of Bexar County, Texas, the north corner of a 0.316 acre tract conveyed to St. Mary's Hall by deed recorded in Volume 8907, Page 1754 of the Official Public Records of Bexar County, Texas, from which a found $\frac{1}{2}$ " iron rod at the northwest corner of Lot 1, Block 1, Twisted Oaks, Unit 2 recorded in Volume 5790, Page 31 of the Deed and Plat Records of Bexar County, Texas, the northeast corner of a 0.124 acre tract conveyed to the City of San Antonio by deed recorded in Volume 5867, Page 94 of the Official Public Records of Bexar County, Texas, on the south line of said 0.316 acre tract, bears S 44°20'22" E, a distance of 66.87 feet, S 41°08'12" E, a distance of 117.30 feet, and S 89°55'35" W, a distance of 23.68 feet;

THENCE: Along and with the east line of said 4.148 acre tract, the following bearings and distances:

N 44°20'22" W, a distance of 173.53 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 761.85 feet, a central angle of 41°02'36", a chord bearing and distance of N 18°41'11" W, 534.15 feet, for an arc length of 545.74 feet to a point;

N 01°13'59" E, a distance of 318.64 feet to a point;

N 10°03'08" W, a distance of 6.89 feet to the POINT OF BEGINNING of the herein described easement;

Exhibit D-1

0.061 Ac.
Job No.: 8517-07
Page 2 of 3

THENCE: Continuing along and with the east line of said 4.148 acre tract, the following bearings and distances:

N 10°03'08" W, a distance of 173.59 feet to a point;

S 85°30'03" W, a distance of 15.86 feet to a point, said point being on the common line of said called 200 acre tract and said called 100.37 acre tract

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 844.30 feet, a central angle of 00°16'23", a chord bearing and distance of N 16°25'35" W, 4.03 feet, for an arc length of 4.03 feet to a point;

THENCE: N 66°10'31" E, departing the east line of said 4.148 acre tract, over and across said called 100.37 acre tract, at a distance of 8.17 feet passing the southeast line of said called 100.37 acre tract, the northwest line of said called 200 acre tract, and continuing over and across said called 200 acre tract for a total distance of 18.74 feet to a point;

THENCE: Continuing over and across said called 200 acre tract, the following bearings and distances:

S 31°01'19" E, a distance of 8.85 feet to a point;

S 28°05'08" E, a distance of 13.91 feet to a point;

S 25°08'56" E, a distance of 13.87 feet to a point;

S 22°23'44" E, a distance of 7.81 feet to a point;

S 20°52'52" E, a distance of 10.73 feet to a point;

S 19°49'31" E, a distance of 5.85 feet to a point;

S 17°15'18" E, a distance of 12.18 feet to a point;

S 14°41'05" E, a distance of 12.40 feet to a point;

S 11°12'44" E, a distance of 12.12 feet to a point;

S 07°52'54" E, a distance of 12.08 feet to a point;

S 04°33'05" E, a distance of 12.08 feet to a point;

Exhibit D-1

0.061 Ac.
Job No.: 8517-07
Page 3 of 3

S 01°13'16" E, a distance of 12.08 feet to a point;

S 02°06'34" W, a distance of 12.07 feet to a point;

S 05°21'38" W, a distance of 11.53 feet to a point;

S 08°31'56" W, a distance of 7.07 feet to a point;

S 09°02'29" W, a distance of 5.70 feet to a point;

THENCE:

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 207.75 feet, a central angle of 05°08'34", a chord bearing and distance of S 13°02'37" W, 18.64 feet, for an arc length of 18.65 feet to the POINT OF BEGINNING and containing 0.061 of an acre in the City of San Antonio, Bexar County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 8517-07 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 15, 2022
JOB NO. 8517-07
DOC. ID. N:\CIVIL\8517-07\Word\8517-07 FN_ESAC_0.061 AC.docx

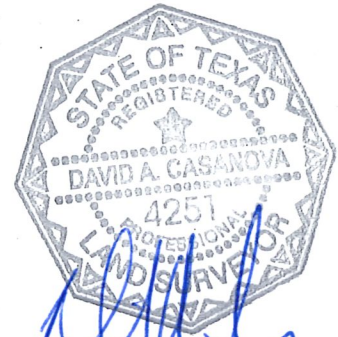
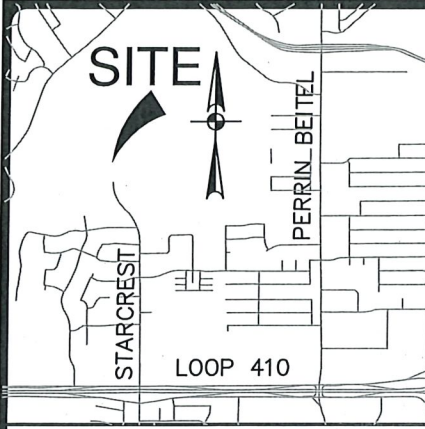


Exhibit E

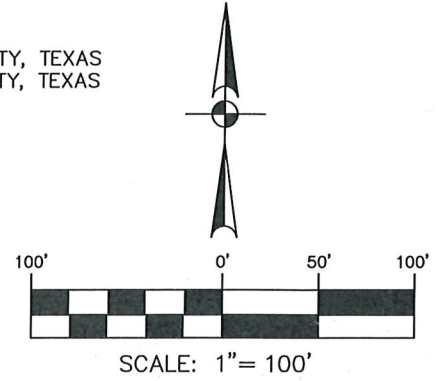


LEGEND:

DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FD. FOUND
 I.R. IRON ROD

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8517-07 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



LOCATION MAP

NOT-TO-SCALE

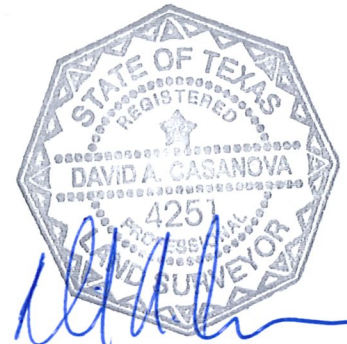
LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°20'22"W	106.38'
L2	N64°39'38"E	19.42'
L3	S31°23'50"E	78.03'
L5	S33°02'46"E	18.06'
L6	S38°54'29"E	19.17'
L7	S43°15'00"W	21.16'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	761.85'	14°59'07"	N31°42'55"W	198.69'	199.26'
C2	270.25'	7°29'20"	S27°39'10"E	35.30'	35.32'
C3	490.25'	1°38'56"	S32°13'18"E	14.11'	14.11'
C4	190.25'	7°24'14"	S36°44'53"E	24.57'	24.58'
C5	852.25'	7°17'01"	S43°33'44"E	108.27'	108.34'

VARIABLE WIDTH
ACCESS EASEMENT

**0.148 OF
AN ACRE**

REMAINING PORTION OF
200 ACRES
CITY OF SAN ANTONIO
CPS ENERGY
(VOL.2835 PGS. 549-550 D.R.)



LOT 4
N.C.B. 11964
ST. MARY'S HALL PROPERTY
(VOL. 6500, PGS 85-86, D.P.R.)

0.316 AC
ST. MARY'S HALL
(VOL. 8907, PG. 1754, OPR)

0.124 AC
CITY OF SAN ANTONIO
(VOL. 5867, PG. 94, OPR)

TWISTED OAKS
(VOL.5700 PG.63 D.P.R.)

N44°20'22"W
67.15'

S43°24'40"W
103.30'

FD. 1/2" I.R.

P.O.C.
FD. 1/2" I.R.

S44°20'22"E
66.87'

S41°08'12"E
117.30'

FD. 1/2" I.R.

S89°55'35"W
23.68'

LOT 1, BLOCK 1
TWISTED OAKS, UNIT 2
(VOL. 5790, PG. 31, DPR)

STARCREST
DRIVE
(86' PUBLIC R.O.W.)



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

FEBRUARY 15, 2022

SHEET 1 OF 1
JOB No.: 8517-07

METES AND BOUNDS DESCRIPTION
FOR A VARIABLE WIDTH ACCESS EASEMENT

A 0.148 of an acre, more or less, easement located on the remaining portion of that called 200 acre tract conveyed to the Board of Trustees of the San Antonio Electric and Gas System, now the City Public Service Board of the City of San Antonio, by deed recorded in Volume 2835, Page 549 of the Official Public Records of Bexar County, Texas, out of the David J. Davis Survey No. 103, Abstract 208, County Block 5029, now in New City Block 11964 of the City of San Antonio, Bexar County, Texas. Said 0.148 of an acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found ½" iron rod at the southeast corner of a 4.148 acre tract conveyed to St. Mary's Hall by deed recorded in Volume 8907, Page 1754 of the Official Public Records of Bexar County, Texas, the north corner of a 0.316 acre tract conveyed to St. Mary's Hall by deed recorded in Volume 8907, Page 1754 of the Official Public Records of Bexar County, Texas, from which a found ½" iron rod at the northwest corner of Lot 1, Block 1, Twisted Oaks, Unit 2 recorded in Volume 5790, Page 31 of the Deed and Plat Records of Bexar County, Texas, the northeast corner of a 0.124 acre tract conveyed to the City of San Antonio by deed recorded in Volume 5867, Page 94 of the Official Public Records of Bexar County, Texas, on the south line of said 0.316 acre tract, bears S 44°20'22" E, a distance of 66.87 feet, S 41°08'12" E, a distance of 117.30 feet, and S 89°55'35" W, a distance of 23.68 feet;

THENCE: N 44°20'22" W, along and with the east line of said 4.148 acre tract, a distance of 67.15 feet to the POINT OF BEGINNING of the herein described easement.

THENCE: Continuing along and with the east line of said 4.148 acre tract, the following bearings and distances:

N 44°20'22" W, a distance of 106.38 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 761.85 feet, a central angle of 14°59'07", a chord bearing and distance of N 31°42'55" W, 198.69 feet, for an arc length of 199.26 feet to a point;

THENCE: Departing the east line of said 4.148 acre tract, over and across said called 200-acre tract, the following bearings and distances:

N 64°39'38" E, a distance of 19.42 feet to a point;

Exhibit E-1

0.148 Ac.
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Southeasterly, along a non-tangent curve to the left, said curve having a radius of 270.25 feet, a central angle of $07^{\circ}29'20''$, a chord bearing and distance of $S\ 27^{\circ}39'10''\ E$, 35.30 feet, for an arc length of 35.32 feet to a point;

$S\ 31^{\circ}23'50''\ E$, a distance of 78.03 feet to a point;

Southeasterly, along a tangent curve to the left, said curve having a radius of 490.25 feet, a central angle of $01^{\circ}38'56''$, a chord bearing and distance of $S\ 32^{\circ}13'18''\ E$, 14.11 feet, for an arc length of 14.11 feet to a point;

$S\ 33^{\circ}02'46''\ E$, a distance of 18.06 feet to a point;

Southeasterly, along a tangent curve to the left, said curve having a radius of 190.25 feet, a central angle of $07^{\circ}24'14''$, a chord bearing and distance of $S\ 36^{\circ}44'53''\ E$, 24.57 feet, for an arc length of 24.58 feet to a point;

$S\ 38^{\circ}54'29''\ E$, a distance of 19.17 feet to a point;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 852.25 feet, a central angle of $07^{\circ}17'01''$, a chord bearing and distance of $S\ 43^{\circ}33'44''\ E$, 108.27 feet, for an arc length of 108.34 feet to a point;

THENCE:

$S\ 43^{\circ}15'00''\ W$, a distance of 21.16 feet to the POINT OF BEGINNING and containing 0.148 of an acre in the City of San Antonio, Bexar County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 8517-07 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 15, 2022
JOB NO. 8517-07
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