

## EASEMENT AGREEMENT

**This EASEMENT AGREEMENT (the “Agreement”) is made this \_\_\_ day of \_\_\_\_, 2021 (the “Effective Date”), between the City of San Antonio, hereinafter referred as “CITY” in cooperation with Santikos Potranco Raw Land, LLC, a Texas limited liability company, hereinafter referred to as “SANTIKOS”, acting by and through duly authorized representatives, as follows:**

WHEREAS, the CITY owns and maintains Caracol Creek Park, located southeast of the intersection of Loop 1604 and Potranco Road, San Antonio, Texas, further identified (as of the Effective Date) as Bexar County Appraisal District Parcel IDs 746626 & 746628 (the “Property”) and more particularly described in the attached Exhibit “A”; and

WHEREAS, SANTIKOS owns approximately 26.5144 acres of land that is being developed for a multi-family and commercial project (“Project”) adjacent to the Property; and

WHEREAS, SANTIKOS desires to enter the Property to install and maintain an 8” sanitary sewer main connecting to an existing San Antonio Water System (“SAWS”) sewer line, and a 12” water line connecting to an existing SAWS water line (“Improvements”); and

WHEREAS, SANTIKOS is platting the Project site and has requested that the City grant a 0.10-acre (16’) SAWS sanitary sewer easement and a 0.27-acre (24’) SAWS water easement on the Property to allow for the Improvements (the “Easements”), as further described in the attached Exhibit “B”; and

WHEREAS, the City is agreeable to authorizing the Easements in exchange for Santikos’ commitment to, at its sole cost and expense, plug a well located on the Property, as more particularly described in Exhibit “C”, so that the same may be abandoned in accordance with applicable governmental requirements; and

WHEREAS, the City authorizes SANTIKOS to enter the Property to allow for the installation of the Improvements and plugging of the well; and

WHEREAS, the Improvements will be dedicated to SAWS and SAWS has agreed to accept the same following completion of said Improvements; and

WHEREAS, SANTIKOS (and its assign, SAWS) is authorized by the City to use the Easement property (non-exclusively) (“Joint Use Areas”) for purposes related to the Improvements, and as further outlined in this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.

**ARTICLE I.  
AGREEMENT**

The CITY is agreeable to granting the Easements for the construction of the Improvements in exchange for SANTI-KOS' commitment to plug the well located at Caracol Creek Park, as further described herein. Each Party's commitment and obligations are further outlined in this Agreement.

**ARTICLE II.  
SANTI-KOS COMMITMENTS**

- 2.1 Well Plugging. Within one (1) year of the Effective Date, SANTI-KOS by and through its contractor(s), will cause the well located at Caracol Park, as further identified in Exhibit "C" (the "Well"), to be plugged in accordance with all applicable governmental standards and regulations so that the Well may be abandoned. The City will cooperate and assist SANTI-KOS with any consent, paperwork, or other support needed to receive applicable approvals for the well plugging. In the event the work is not complete within one (1) year after the Effective Date due to unforeseen circumstances, the parties may mutually agree on an alternative completion date.

**ARTICLE III.  
CITY COMMITMENTS**

- 3.1 Execution of Plat. The CITY agrees to execute a plat and/or other document(s) granting the Easements in the general locations shown in Exhibit "B". The City understands that the Easements may be granted or transferred directly to SAWS, however, SANTI-KOS and/or its contractors are obligated to complete the construction of the Improvements.
- 3.2 Property Access/Use. The CITY agrees to allow SANTI-KOS and/or its agents, employees, contractors, successors/assigns, and SAWS to enter the Property immediately following the Effective Date on a non-exclusive basis for the purpose of: 1) access to and use of the Joint Use Areas for any and all things necessary for the relocating, installing, constructing, reconstructing, realigning, inspecting, patrolling, operating, maintaining, repairing, adding, removing and replacing of Improvements and all necessary and desirable related improvements and appurtenances; and 2) access to and use of the property surrounding the well for purposes of plugging the Well so that it may be abandoned.

Any pipes or other related infrastructure to be located beneath a trail or other park improvement existing as of the Effective Date shall have a minimum depth of three (3) feet. The CITY hereby issues and temporarily grants an additional ten (10) feet of either side of the Joint Use Areas for the purpose of installing and constructing the Improvements ("Temporary Joint Use Areas").

**ARTICLE IV.  
CONSTRUCTION**

- 4.1 Coordination. Prior to the commencement of any construction activities by SANTI-KOS on the Property or the CITY on the Joint Use Areas, including use for staging or storage of

equipment, CITY and SANTI-KOS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. The CITY Staff Contact is Roque Duque De Estrada, City of San Antonio Parks and Recreation Department, 210-207-2873, [roque.duquedeestrada@sanantonio.gov](mailto:roque.duquedeestrada@sanantonio.gov). The SANTI-KOS contact is Bob Wehrmeyer, [bobw@wehrventures.com](mailto:bobw@wehrventures.com), (210) 771-0265. The Parties mutually agree to notify the other in writing in the event this contact person changes.

- 4.2 Insurance. Prior to the commencement of any construction activity by SANTI-KOS, SANTI-KOS shall cause its contractors to provide the CITY executed certificates of insurance in a form and content acceptable to CITY naming the CITY as an additional insured on all such liability insurance policies for which an additional insured can be named.
- 4.3 Construction Activity. SANTI-KOS, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots within the Joint Use Areas, the Temporary Joint Use Areas, and in and around the well area, which may endanger or interfere with said Improvements; provided, however, that in making any excavation on said Property, SANTI-KOS shall work in a manner to cause the least injury to trees, vegetation, grasses and the surface of the ground around such excavation, and, within the Joint Use Areas and Temporary Joint Use Areas, shall replace earth, vegetation, grasses, and trail materials so removed by it and restore the area to equal or better condition as it was prior to such excavation. Any such site alterations shall be coordinated between the CITY and SANTI-KOS prior to commencement, approval of which shall not be unreasonably withheld. If during construction by SANTI-KOS within the Joint Use Areas or Temporary Joint Use Areas the Caracol Creek Greenway trail is disrupted, SANTI-KOS shall coordinate with the CITY on an alternative temporary access for users of the trail, if reasonable and feasible.
- 4.4 Future Activity. The CITY will not alter or modify any of SANTI-KOS' Improvements without the prior written approval of the owner of the Improvements at the time of the alteration/modification. Further, the CITY will not construct any buildings or structures on the Joint Use Areas. SANTI-KOS (including successors or assigns) or SAWS shall retain ownership of the Improvements on the Property and will operate and maintain said Improvements. The CITY and its successors and assigns shall have the right to continue to use and enjoy said Property for all purposes which do not unreasonably interfere with or interrupt its use for the rights granted in Section 3.2 herein, including, without limitation, and subject to SAWS and other applicable governmental approvals, the development of said Property for non-building structures and improvements on the Property, including but not limited to: surface parking lots, roads, driveways, sidewalks, landscaping, trail, and fencing.
- 4.3 Completion of Construction. Within thirty (30) days following SANTI-KOS' completion of construction, maintenance or repairs to its Project or infrastructure on the CITY's Property, SANTI-KOS or its successors or assigns will repair any construction related damages within the Property and restore the Property to substantially the same or better condition as existed prior to SANTI-KOS' maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. SANTI-KOS' repair and restoration plans shall be subject to prior review and approval by CITY, such approval not to be unreasonably withheld, conditioned, or delayed

**ARTICLE V  
MISCELLANEOUS**

- 5.1 By execution of this Agreement, neither SANTILOS of the CITY waive or relinquish any right which they may have under the law or constitution, state or federal. This Agreement does not constitute a conveyance or release of any real property rights held by the CITY. The parties are acting herein for their own benefit and no benefit shall accrue to any third party other than SAWS.
- 5.2 This Agreement shall run with the Property. Further, SANTILOS may assign all or a portion of its rights, responsibilities, and obligations under this Agreement to SAWS and/or any future owner(s) of all or a portion of the Project property.

*Remainder of page intentionally left blank  
Signatures page to follow*

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”).

**CITY OF SAN ANTONIO**

**SANTILOS POTRANCO RAW LAND, LLC,**  
a Texas limited liability company

\_\_\_\_\_  
Homer Garcia III, Director  
Department of Parks and Recreation

By: Santikos Enterprises, LLC  
a Texas limited liability company  
Its Manager

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

STATE OF TEXAS

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COUNTY OF BEXAR

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Homer Garcia III, Director of the Department of Parks and Recreation of the **CITY OF SAN ANTONIO**, on its behalf.

\_\_\_\_\_  
Notary Public Signature

STATE OF TEXAS

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COUNTY OF BEXAR

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_, of Santikos Enterprises, LLC, Manager of **SANTILOS POTRANCO RAW LAND, LLC**, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public Signature