

**Amendment No. 1 to the Amended and Restated
Ground Lease and Management Agreement
Alamo Plaza**

The CITY OF SAN ANTONIO (“CITY”), acting by and through its City Manager pursuant to Ordinance No. 2021-04-15-0232 and the STATE OF TEXAS, acting by and through the TEXAS GENERAL LAND OFFICE, on behalf of the Alamo complex (“GLO”) each a “Party” and collectively “the Parties” to the Amended and Restated Ground Lease and Management Agreement (“Lease”), effective XXXX, desire to amend the Lease (the “Amendment”).

NOW, THEREFORE, in consideration of the Parties’ agreements herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **SECTION 1, LEASED PREMISES**, is hereby amended by amending Paragraphs 1.01 and 1.02 as follows:

1.01. Premises under this Lease means the Alamo Plaza and associated streets, sidewalks, and walkways as more particularly described in Exhibit A-1 (“Premises”), which is incorporated into this Lease. Parcel A of the Premises will consist of the Alamo Plaza areas identified on Exhibit A-1. Parcel B of the Premises will consist of the Plaza de Valero areas identified on Exhibit A-1, the area covered by Alamo Street from Peacock Alley to the northern edge of East Commerce Street, the area covered by Alamo Street from Blum Street to East Crockett Street, the area covered by East Crockett Street from Alamo Street to Bonham Street, the area covered by Bonham Street from East Crockett Street to the southern edge of East Houston Street, and East Houston Street from the eastern edge of Broadway Street to the western edge of East 3rd Street. GLO shall, at its sole expense, have surveys and field notes completed to identify the areas covered by Parcel B; which surveys and field notes shall be incorporated as part of Exhibit A-1 to this Lease following the CITY’s approval.

1.02. City leases the Premises to GLO, and GLO leases the Premises from City under the terms of this Lease. GLO is to have and hold the Premises, together with all rights, privileges, easements, appurtenances, improvements (except any existing monuments) and immunities belonging to or in any way appertaining to them. The foregoing includes easements; rights, and privileges of City, existing now or at any time during the Lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Premises, save and except the City’s authority to lease and manage patio leases to adjacent property owners. City and GLO acknowledge that there are four existing patio leases on the Premises as follows: Emily Morgan Hotel, Be Kind Rewind bar, Menger Hotel, and Crockett Hotel. City and GLO agree that (1) the leases will stay in place unless terminated under the lease terms, (2) no renewals or assignments of the existing four patio leases or granting of any new patio leases in the Premises shall occur until the Parties have met and conferred about the impact such renewal, assignment or new lease may have during the implementation of the Alamo Plan. GLO shall respect and honor utility easements existing within the Premises. Except for the four patio leases identified herein,

City represents that it is not otherwise aware of any existing leases, licenses or easements on the Premises that would interfere with GLO's quiet enjoyment of the Premises.

2. **SECTION 2, LEASE TERM**, is hereby amended by amending Paragraph 2.02(c) as follows:
 - c. Contemporaneous with commencement of the Lease for Parcel B, the City will convey to the State of Texas, by and through the GLO, fee simple title to the following properties owned by the City: (i) real property occupied by the San Antonio gift shop and visitor center in the Crockett Building; such property more particularly described in the deed recorded at Volume 2147, Page 925, in the Bexar County Deed Records; and (b) the alleyway behind the Crockett, Palace and Woolworth Buildings, such property more particularly described in the deed recorded at Volume 1525, Page 486, in the Bexar County Deed Records. Contemporaneous with commencement of the Lease for Parcel B, the City shall also convey to the State of Texas, by and through the GLO, title to the Alamo Cenotaph in Alamo Plaza.
3. **SECTION 6, MANAGEMENT AND USE OF PREMISES**, is hereby amended by amending Paragraph 6.01 as follows:

6.01. GLO shall manage and operate the Premises consistent with the Alamo Plan and with the approved concept elements set forth in this Lease. During the Lease term, GLO shall have complete control over management and operations of the Premises, including, without limitation, the authority to establish guidelines and rules for visitors to the Premises, the authority to provide security on the Premises through the Alamo Rangers, and the authority to design and install signage on the Premises relating to the Alamo.
3. **SECTION 7, CONSTRUCTION AND MAINTENANCE**, is hereby amended by deleting Paragraphs 7.09(a)-(g) entirely and replacing them with new Paragraph 7.09 as follows:

7.09. The GLO will fund the new design and construction of Alamo Plaza. GLO shall ensure that the new design plans for Alamo Plaza are reviewed by the Historical Design Review Commission and approved by the Texas Historical Commission.
4. **SECTION 8, CONCEPT AND DESIGN ELEMENTS**, is hereby amended by amending Paragraph 8.03 as follows:

8.03. The CITY shall implement the process for closing Alamo Street from Peacock Alley to the northern edge of East Commerce Street, Alamo Street from Blum Street to East Crockett Street, East Crockett Street from Bonham Street to Losoya Street, East Crockett Street from Alamo Street to Bonham Street, and East Houston Street from Broadway to East 3rd Street to only allow for pedestrian traffic in an effort to recapture and delineate the historic mission plaza, respect the historic Mission footprint and battlefield, and create a sense of place and reverence. The CITY street closures shall be implemented in phases to allow for traffic and pedestrian flow studies that will guide timing and traffic patterns. The CITY shall also develop and implement standards and regulations for the Alamo Historic District that are intended to create a sense of place and reverence at the historic Mission footprint and battlefield site, including, without limitation, standards

and regulations relating to noise, signage, and commercial activities allowed in the Alamo Historic District.

5. **SECTION 8, CONCEPT AND DESIGN ELEMENTS**, is hereby further amended by adding new Paragraph 8.05 as follows:

8.05. The Parties agree to work together to designate a free speech area as part of the Alamo Plan. The location of the free speech area is subject to approval by the Alamo Management Committee.

DRAFT

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

City of San Antonio, a Texas municipal corporation

Texas General Land Office

By: _____

Printed
Name: _____

Title: _____

Date: _____

By: _____

DAWN BUCKINGHAM
Commissioner
Texas General Land Office

Date: _____

Attest:

City Clerk