38.

WFF/lgg [8/28/91]
#38

AN ORDINANCE 74205

AUTHORIZING THE CITY MANAGER OR ASSISTANT CITY MANAGER TO EXECUTE (1) AN AMENDED LAND USE AGREEMENT FOR CALAVERAS PARK WITH THE CITY PUBLIC SERVICE BOARD OF SAN ANTONIO AND (2) SUBLEASE AGREEMENTS WITH BOTH (A) THE SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC. AND (B) THE EAST CENTRAL INDEPENDENT SCHOOL DISTRICT FOR USE OF SAID PARK.

* * * *

WHEREAS, on October 11, 1990, The San Antonio City Council, pursuant to Ordinance No. 72473, approved the execution of a Land Use Agreement for Calaveras Park with CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, which legal instrument was executed on behalf of both parties; and

WHEREAS, on the same date, said ordinance approved the execution of a Sublease Agreement with SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC. and a Sublease Agreement with the EAST CENTRAL INDEPENDENT SCHOOL DISTRICT for use of portions of said park; and

WHEREAS, the sublease agreements were never executed by the respective parties; and

WHEREAS, additional and substantial changes were made to each sublease agreement, which changes necessitated the amending of the original Land Use Agreement with the CITY PUBLIC SERVICE BOARD OF SAN ANTONIO; **NOW THEREFORE:**

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

SECTION 1. The City Manager or Assistant City Manager is hereby authorized to execute, on behalf of the CITY OF SAN ANTONIO, an Amended Land Use Agreement for Calaveras Park with the CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, such legal instrument being Attachment I hereto.

SECTION 2. The City Manager or Assistant City Manager is hereby further authorized to execute (A) a Sublease Agreement with the SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC. for the use of 77.868 acres of land, more or less, out of the 146.725 acres of land, more or less, which constitute the Calaveras Park property in the Amended Land Use Agreement referenced in SECTION 1 above and (B) a Sublease Agreement with the EAST CENTRAL INDEPENDENT

SCHOOL DISTRICT for use of 68.857 acres of land, more or less, out of said Calaveras Park, with the respective sublease agreements being Attachments I and III respectively hereto.

PASSED and APPROVED on this 29th day of August, 1991.

Nelson W Wolff
MAYOR

ATTEST: Rosie S Rodriguez
City Clerk

APPROVED AS TO FORM: Tom Finlay
for City Attorney

91-37

Calaveras:GirlScounts,Inc.

ATTACHMENT I

AMENDED LAND USE AGREEMENT FOR CALAVERAS PARK
(146.725 Acres ±)

CITY PUBLIC SERVICE BOARD OF SAN ANTONIO

to

CITY OF SAN ANTONIO

ORDINANCE NO. 74205
PASSED and APPROVED on August 29, 1991.

AMENDED LAND USE AGREEMENT FOR CALAVERAS PARK

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AMENDED LAND USE AGREEMENT FOR CALAVERAS PARK

THIS AGREEMENT amends the Land Use Agreement for Calaveras Park property ("the Land Use Agreement") originally executed to be effective the 21st day of October, 1990. The Land Use Agreement by and between the City Public Service Board of San Antonio (hereinafter referred to as "CPS"), a municipal gas and electric utility organized in and having its principal office and place of business at 145 Navarro Street, P. O. Box 1771, San Antonio, Texas 78296, acting pursuant to CPS Board Resolution passed and approved the 24th day of September 1990; and the City of San Antonio (hereinafter called "the CITY"), a Texas municipal corporation, acting pursuant to Ordinance No. 72473, passed and approved the 11th day of October, 1990, is hereby amended to provide as follows:

WITNESSETH:

WHEREAS, the CITY is engaged in providing various parks and recreational programs and services to the community; and

WHEREAS, by this Agreement, CITY proposes to provide, and make available, land for park programs and services from the hereinafter described Calaveras Park Project Site (hereinafter referred to as "the SITE") and to thereby enhance the actual use of such land for the purpose of providing and making available recreational programs, services and facilities to the public; and

WHEREAS, CPS is vested with the management and control of the electric and gas systems of the CITY, including extensions thereof and improvements thereto, and CPS currently has control of the SITE; and

WHEREAS the CITY, through its various departments, including the Parks and Recreation Department, has proposed that the SITE be made available for park purposes, the community having expressed a need for park facilities and it being recognized that benefits would accrue to citizens of the area by having park facilities developed on the SITE; and

WHEREAS, CPS is willing to relinquish control and management of the SITE to the CITY for such purposes, subject to the reservations contained herein; and

WHEREAS, in order to carry out its proposal, the CITY intends, among other things, to manage and operate the SITE for recreational use, including development of recreational facilities, sports fields, picnic facilities, camping facilities, pedestrian trails, playgrounds, pavilions, and related infrastructure; and

WHEREAS, the CITY will carry out its proposal to use, and allow the use of, the SITE for park purposes through its own resources and those of other entities, including public and not-for-profit organizations; and

WHEREAS, CPS and the CITY believe that it would be in the best interest of the public to use the SITE in a manner consistent with the desire of the CITY to provide, and allow use of the SITE for, park programs and services; and

WHEREAS, CPS is willing to enter into an Agreement with the CITY for such purposes; and

WHEREAS, the development of the SITE for park purposes requires that the CITY use and control the SITE through its various departments, including Parks and Recreation Department, in order to properly locate, plan, design, operate and maintain the contemplated recreational facilities; and

WHEREAS, CPS has no current plans for use of the SITE which are inconsistent with the use of the SITE for park and recreation purposes;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I.
DEMISE OF PREMISES

1.1 CPS does hereby relinquish and transfer to the CITY, and the CITY does hereby accept from CPS, the management and control of the public use of that

certain real property, (herein referred to as the Calaveras Park Project Site, or "the SITE") which is described and shown in Exhibit A attached hereto, and which contains approximately 144 acres of land described in that one certain conveyance as part of CPS electric and gas system dated February 1, 1951, and recorded in Volume 2966, Page 287-376 of the Deed Records of Bexar County, Texas.

II.
CONSIDERATION

2.1 The use and occupancy of the SITE by the CITY is in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration.

III.
TERM/OPTION TO RENEW

3.1 The term of this Agreement shall commence upon the effective date hereof and shall continue in full force and effect until December 31, 2014, unless terminated sooner as hereinafter provided or as provided in Article XIII set out below.

3.2 CPS hereby grants to the CITY the option to renew and extend the original term of this base Agreement for two (2) additional periods of twenty-five (25) years each. Each of the two renewal options shall be exercised by CITY upon the tendering of written notice to CPS advising of CITY'S intent to so exercise the option and so extend the term. Such notice shall be given at least six (6) months prior to the expiration date of the then-current term.

IV.

INGRESS AND EGRESS

4.1 The CITY, its agents, employees and contractors, shall at all times have the right of ingress and egress over and across the SITE in order to have reasonable access to the SITE and otherwise to carry out the purpose and intent of this Agreement. CPS, its agents, employees and contractors shall also have, at all times, the right of ingress and egress over and across the SITE in order to carry out its functions as a municipal gas and electric utility. Provisions for ingress and egress which are appropriate to any lessees of CITY shall be provided in each of the Lease Agreements between CITY and any of its lessees. To the extent required in order to effect transfer of control of the SITE, CPS also relinquishes control of any approach or entrance to SITE to CITY. Any such approach may be relocated at the discretion of the CITY.

V.

USE AND DEVELOPMENT OF FACILITIES

5.1 The SITE is made up of floodplain and flood control area. The SITE shall be used for park purposes which shall include but not be limited to public recreation and related activities. The planning, construction, and maintenance of any roads, fencing, picnic areas, sports complex recreation buildings, camping facilities, pedestrian trails, playgrounds, pavilions, related infrastructure and such other recreation facilities, as CITY may deem proper to utilize the SITE, may be developed on the SITE; however, all such uses and development shall be conducted at all times and in such manner as to not interfere with or limit the usefulness of the SITE for the primary flood control purposes for which the same are held by CPS. Any use, development or activity undertaken by CITY or any lessee of CITY shall be at no cost or expense to CPS. CPS has installed fencing around the perimeter of the SITE; however, any additional fencing deemed necessary by CPS and CITY to prevent intrusion into CPS plant property by unauthorized individuals shall be maintained on the SITE by CITY and its lessees.

5.2 It is anticipated that the SITE, or parts of the SITE, will be leased by CITY to individual entities. If any such lessee utilizes the SITE, or any part thereof, for any purpose other than those permitted above, CPS shall have at its option, and subject to the right-to-cure provision in Article XIII hereof, the right to terminate this Agreement as to that lessee's demised premises. CITY as lessor shall require any such lessees to so utilize their respective demised premises in a manner consistent with the limitations on use of the SITE stated above. Failure to use the SITE, or a particular portion of the SITE, for park purposes as stated above shall be a default for which this Agreement may be terminated as to that portion of the SITE, subject to a right to cure provision contained herein; and failing cure of the condition of default as provided in Article XIII hereof, the CITY and any of its lessees shall surrender such portion(s) of the SITE area to CPS upon sixty (60) days written notice to CITY of such termination.

5.3 CITY agrees that use of the SITE by CITY and/or any of CITY'S lessees is subordinate, in accordance with Sections 5.1, 13.6, and 24.1 hereof, to CPS's operations and to any recorded encumbrances existing on, over or under the property as of the effective date hereof. With regard to this paragraph, CPS operations include, but are not limited to, any activity which is deemed necessary or desirable, in the sole discretion of CPS, to perform the functions associated with a gas and electric utility.

VI.
REVIEW OF FACILITY PLANS

6.1 The CITY shall submit to the General Manager of CPS or the General Manager's designee, for CPS review, all plans for proposed improvements described in or contemplated by Article V hereof or for any other improvements proposed to be made or constructed on the SITE by the CITY, or any of its lessees.

6.2 CPS, through its General Manager or the designee of the General Manager, shall respond to CITY within thirty (30) calendar days from the date the plans for proposed improvements are submitted pursuant to Section 6.1, and such response shall specify in reasonable detail any objections to the plans. If CPS fails to respond within such thirty (30) day period, it is presumed that CPS has no objections to the plans.

6.3 The CITY shall be responsible for ensuring that any and all permits, licenses and authorizations are obtained which are necessary to undertake any activities conducted at the SITE by CITY or any of its lessees. CITY and each lessee of CITY shall comply with all federal, state, county and city statutes, laws and ordinances regulating any such activity and shall be responsible for any claim or liability arising from or based on any violations of the same, including any and all expense or cost related thereto.

VII.
MAINTENANCE AND OPERATION

7.1 The CITY shall maintain and operate, or cause to be maintained and operated, at no cost or expense to CPS, all of the grounds of the SITE and all of the facilities and amenities constructed thereon in a good and safe condition comparable to similar grounds and facilities owned and operated by the CITY.

VIII.
UTILITIES

8.1 The CITY, and/or its respective lessees, shall provide or cause to be provided, all desired utility services, including gas, water, sewer, electricity and telephone to the grounds, athletic fields, or to improvements at no cost or expense to CPS and shall be responsible for all connection charges therefore, at no cost or expense to CPS.

8.2 The CITY, or its respective lessees, shall also be responsible, at no cost or expense to CPS, for all utilities used or consumed in or upon the SITE, including all outside lighting installed or connected by or for the CITY.

8.3 In no event shall CPS be held liable or responsible for the furnishing of any such utilities; and CPS shall not be liable for any damage or liability arising from the interruption of any such utilities unless resulting from the sole, active negligence of CPS.

IX.

CONDITION OF PREMISES

9.1 The CITY and its respective lessees agree to accept possession and control of the SITE areas in the condition in which they exist at the effective date of the respective land use and lease agreements for the SITE, or any portion thereof. The use of the SITE by the CITY, and any lessee of CITY, shall be at CITY'S risk, and at the risk of the respective lessee or other user, unless otherwise provided herein.

9.2 CITY shall also be responsible for all public property located within the SITE including all existing property of CPS; and shall make its best efforts to ensure that any lessee of the SITE, or any part thereof, shall be responsible for private property on the SITE, and for CPS property on the SITE. CPS does not warrant or represent that the SITE is habitable or useable for any particular purpose, and CPS expressly disclaims all such warranties. CPS does not guarantee or warrant fire protection of any kind or in any manner.

X.

INSURANCE

10.1 During the entire term of this Agreement the CITY shall provide evidence of any existing insurance or shall declare whether it is self-insured with respect to the SITE or activities conducted thereon. However, in connection with the SITE and/or activities conducted thereon, CITY shall require, and ensure

that, all of its lessees maintain the following insurance coverages, as a minimum, with policies issued by a company or companies qualified to do business in the State of Texas and acceptable to the City of San Antonio, in the following types and amounts:

Type	Amount
1. Workers' Compensation and Employer's Liability	Statutory $100,000.00 each occurrence
2. Comprehensive General (Public) Liability - to include coverage for the following where the exposure exists:	
A) Premises/Operations B) Independent Contractors C) Products/Completed Operations D) Personal Injury E) Contractual Liability F) Legal Liquor Liability	$500,000.00 combined single limit coverage
3. Comprehensive Automobile Liability Insurance- to include coverage for:	
A) Owned/Leased Automobiles B) Non-Owned Automobiles C) Hired Automobiles	$500,000.00

4. Property Insurance for physical damage to the property of the City including improvements and betterments to leased property.
80% of Replacement Cost

10.2 The CITY agrees that with respect to the above required insurances, the City of San Antonio shall require each of its lessees to:

A) Name the CITY as additional named insured/or an insured, as its interest may appear;

B) Provide sixty (60) days advance notice, in writing, of any cancellation or material change.

C) Be provided with Certificates of Insurance evidencing the above required insurances, prior to the commencement of this Lease and thereafter with certificates evidencing renewals or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Said Notice and Certificates shall be provided to:

1) City Public Service
P. O. Box 1771
San Antonio, TX 78296
Attn: Insurance

2) City Clerk
P. O. Box 839966
San Antonio, TX 78283-3966

XI.

CITY'S RESPONSIBILITY

11.1. As between CPS and CITY, CITY agrees to be fully responsible for all claims, liens, encumbrances, actions, loss, damage, expenses, and/or liability arising from or growing out of loss of or damage to property, including CPS's property, or injury to or death of any person, including but not limited to, the

employees of either party, and the public, which results in any manner whatsoever, directly or indirectly, by reason of the acts, omissions or conduct of employees, contractors, agents or the public in exercise of the rights hereby granted to the CITY, or granted by the CITY to any of its lessees, for use of or occupancy of the SITE, except to the extent that the injury, death or damage is caused by the gross negligence of CPS, its agents, employees or Contractors. It is the express intention of the parties, including any lessee of CITY, that the attribution of responsibility provided for in this paragraph is a protection to CPS by CITY and others for events, injuries and damages which are, or which are said to be, the consequences of CPS' negligence, or alleged negligence including where same is the concurring cause of the injury, death, or damage; excluding only those injuries, death or damage caused by the gross negligence of CPS or solely resulting from CPS activities on the SITE. The attribution of responsibilities contained herein shall survive the termination hereof.

The parties further agree that any lease of the SITE or any portion thereof shall contain either indemnification provisions whereby lessee agrees to indemnify and holds harmless CITY and CPS in a manner consistent with this Section, or allocation of responsibility provisions consistent with this Section, such indemnification or allocation of responsibility provisions to include appropriate protections against the claims and causes of action referred to in section 12.2 below.

XII.
INSPECTION

12.1 The CITY agrees to conduct, or cause to be conducted by its lessees or otherwise, inspections of the SITE at reasonable times to insure that fire, safety and sanitation regulations and other provisions contained herein or in the City Code (if applicable) are being adhered to by the CITY or any occupants of the SITE. CITY or its respective lessees shall at all times maintain the SITE in a clean and sanitary condition.

12.2 Excluding any liability for pre-existing adverse environmental conditions relating strictly to the release or threat of release of hazardous substances and solid waste, as those terms are defined in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, and in the Health and Safety Code of the State of Texas, as those Acts, as amended, and those circumstances existed on the effective date hereof, which liability, if any, CPS hereby accepts as among CPS, the City, East Central Independent School District ("E.C.I.S.D."), and the San Antonio Area Council of Girl Scouts, Inc. ("G.S.I."), the CITY hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the SITE either with or without the consent of the CITY; and including all of the CITY'S invitees, lessees, employees, and contractors, arising as a result of the use of any of the SITE and the presence or condition of all structures and personal property located or to be located on the SITE.

XIII.
TERMINATION

13.1 The following shall constitute an event of default under this Agreement:

A) Interference. The CITY or any of its lessees interferes with the use of the SITE by CPS for the purposes described in Sections 5.1 or 24.1 hereof, and such interference continues or recurs unreasonably after 30 days from the date of delivery to the CITY by CPS of written notice of such interference.

B) Abandonment. The CITY and its lessees shall abandon, vacate or cease operations and maintenance on the SITE and if such abandonment continues for a period of thirty (30) days after the delivery to City by CPS of written notice of abandonment. The terms "abandon, vacate, or cease operations and maintenance" shall mean to give up the property without the intention of returning;

C) Other Obligations and Opportunity to Cure Default. The CITY shall fail to perform any obligation, covenant or condition or to comply with any of the provisions of this Agreement and such failure shall continue after thirty (30)

days from the date of delivery to the CITY by CPS of written notice of such failure;

D) Civil Unrest. In times of civil unrest, or the threat of civil unrest, to be determined in the sole discretion of CPS, national emergency or under wartime conditions so as to prevent or lessen the danger of sabotage or other physical harm to CPS's facilities on and adjacent to the area; or

E) Notice to Lessees. Failure of the CITY to include in any lease of any portion of the SITE the notice specified in paragraph 19.1.

13.2 Upon the occurrence of an event of default, CPS shall have one or more of the following remedies:

A) Termination. Subject to the provisions contained in paragraphs 13.1(A), (B) and (C) hereof, relating to notice to CITY and opportunity of CITY to cure, CPS may terminate this Lease as to the affected portion of the SITE by thirty (30) days written notice to the CITY. No re-entry or other act performed or omitted by CPS shall be deemed to have terminated this Agreement unless CPS shall expressly notify the CITY in writing that CPS has elected to terminate this Agreement. As to CPS remedies, the default by a lessee of a given portion of the SITE shall not affect the lease of any other lessee (of a different portion of the SITE), conditioned upon the nondefaulting lessee otherwise being in compliance with its lease agreement.

B) Re-Entry. CPS may re-enter the SITE.

C) Reletting. With or without terminating this Agreement, CPS may relet the SITE or any part thereof, either in the name of CPS or otherwise, for a term or terms which may at CPS's option be less than or exceed the period which would otherwise have constituted the balance of the Term, and may charge such rent and grant such concessions as CPS deems desirable. CPS shall not be required to relet the SITE, either pursuant to this Agreement or by any requirements of law or equity, but may allow the SITE to remain vacant without terminating this Agreement.

D) Other Remedies. CPS shall have the right to an injunction and to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for. In the event CPS prevails in obtaining such remedy or remedies, CPS shall be entitled to recover from a responsible party if other than the CITY, and have paid, all reasonable expenses CPS may have incurred including those expenses incurred in connection with its efforts to secure such injunctive relief or other remedy, such as court costs and attorneys fees. The words "re-enter" and "re-entry" as used in this Agreement are not restricted to their technical meanings.

13.3 The right of CPS to terminate this Agreement upon the occurrence of any of the events specified in Section 13.1 A-E above, and the remedies specified in Section 13.2 above shall be the exclusive remedies of CPS, and upon any such termination by CPS, the CITY shall have no further obligations or liabilities to CPS hereunder.

13.4 In addition to the rights granted herein, the CITY shall have the right to remove any structure, improvement or equipment installed on the SITE. If not removed by the CITY upon termination of this Agreement, as that termination affects either the entire SITE or any portion thereof, then all additions, fixtures and improvements on the affected portion of the SITE shall be removed at the request of CPS and at no cost or expense to CPS; provided, however, if City is not in default hereunder and this lease is terminated prematurely by CPS under Section 13.1(D), 13.6, or otherwise, then CITY shall have the option, but not the obligation, to remove such structures, additions, improvements, fixtures, equipment, and personal property. If the CITY removes any object, the CITY shall have the obligation to restore the SITE to usable condition, with no excavations on the premises. If any property of any lessee remains in or on the Calaveras Park Project SITE sixty (60) days after the termination of this Agreement and no renewal agreement has been executed, such remaining property shall be deemed, in the sole discretion of CPS, to have become the property of CPS and may be disposed of as CPS sees fit, without liability to account to the City or any of its lessees, or any secured parties thereof, for

the proceeds of any sale thereof. Any pollutant or substances regulated under Subtitle C of the Resource Conservation and Recovery Act or the Toxic Substance Control Act shall not be disposed of or stored on the SITE.

13.5 As to any portion of the SITE not then subleased by the CITY, the CITY shall have the right to terminate this Agreement at any time, with ninety (90) days' written notice to CPS. Upon any such termination, this Agreement shall terminate as to the affected portion of the SITE without liability of any kind to CPS.

13.6 Notwithstanding any of the foregoing provisions which may be to the contrary, upon thirty (30) months' prior written notice to CITY, CPS shall and does have the right to terminate this Agreement as to all or any portion of the SITE, and require all or any portion of the SITE to be vacated by CITY or any lessee when or if it is ever determined by CPS in its sole discretion that all or any portion of the SITE (i) is physically required by CPS to provide public utility services, or (ii) must be in the exclusive possession of CPS for CPS to satisfy any applicable regulatory mandates. Such provision may be waived by CPS, and the minimum time to vacate as provided herein may be unilaterally enlarged, at any time before or after CPS provides Notice of Termination, by CPS upon written notice thereof to the City by the General Manager of CPS.

XIV.
ASSIGNMENT

14.1 The CITY shall not assign, sublet, sell, hypothecate or otherwise transfer its rights and obligations hereunder without the prior written approval by CPS. No such assignment or lease shall in any manner operate to release the CITY from the full performance of all the terms and conditions of this Agreement.

14.2 A copy of this Agreement shall be delivered to any lessee of any portion of the SITE, and its delivery shall be receipted and the receipt thereof maintained by the CITY. For the purposes of this Agreement, "Lessee" shall include any entity which has entered into a lease or sublease with the CITY for any portion of the SITE.

XV.

DESTRUCTION OF PREMISES

15.1 In the event the SITE or any portion of it, is destroyed or rendered untenable by fire, storm, earthquake, or other casualty, this Agreement shall, at CITY'S option, be at an end from such time, and neither CITY nor CPS shall have any obligation to restore the premises; provided, however, that the CITY shall not have the option to so terminate this Agreement as to any portion of the SITE if a Sublease Agreement relating to such portion of the SITE provides otherwise. In the event that this Agreement is not terminated as to any portion of the SITE affected by a casualty loss, then the CITY or, if applicable, the CITY'S lessee, shall commence substantial restoration of such portion of the Site within ninety (90) days after the date of such casualty loss.

XVI.

NOTICES

16.1 Wherever any notice, consent or approval is required or permitted hereunder, except under Sections 13.1 and 13.6, such notice, consent or approval shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses as set forth in Section 10.2(C), above, or at such other addresses as the parties may have theretofore designated by notice. For the purposes of Sections 13.1 and 13.6, notice shall be deemed to be delivered five (5) days after (i) the same is deposited both in (a) the United States regular mail, and (b) in the United States registered or certified mail, return receipt requested, in each instance postage prepaid and addressed to the parties hereto at their respective addresses set forth in Section 10.2(C), above, or at such other addresses as the parties may hereafter designate by notice; and (ii) the same is given verbally by telephone or in person to the Director of the CITY'S Parks and Recreation Department. CPS is not required to give any notice

to any lessee that may be affected by a notice otherwise required hereunder to be given to CITY.

XVII.

WAIVER

17.1 CPS's failure to object to any default on the part of the CITY or any lessees shall not be construed as a waiver thereof, nor shall any custom or practice that may arise between the parties in the course of administering this Agreement be construed as a waiver of, or to lessen, the right of CPS to insist upon compliance with the provisions hereof.

XVIII.

CAPTIONS

18.1 The captions used in the Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender wherever the context requires. This Agreement shall not be construed against either party more or less favorably by reason of authorship or origin of language.

XIX.

BINDING EFFECT

19.1 This Agreement and all of the terms and conditions contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Any lease or sublease of any portion of the SITE by the CITY shall contain a provision that specifies, at a minimum, that such lease or sublease is subject to the conditions and restrictions contained herein.

XX.

RELATIONSHIP TO PARTIES

20.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

XXI.

TEXAS LAW TO APPLY

21.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XXII.

SEVERABILITY

22.1 In the event any provision of this Agreement or the application thereof to any person or circumstances shall be finally determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XXIII.

AMENDMENT

23.1 This Agreement together with the authorizing ordinance constitute the entire Agreement between the parties. No amendment, modification, or

alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

23.2 Subject to the limitations set out in Section XI, CPS shall be responsible for and shall bear all legal liability in connection with CPS'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 CPS or under contract with CPS.

XXIV.
CPS EXTENSIONS/RESPONSIBILITY

24.1 This Agreement is subject to the right of CPS to extend, maintain, construct, and/or locate or relocate gas and/or electric lines or other utility related facilities on or across the SITE as the need arises; subject, however, to any and all Federal and State regulations affecting the same. CPS shall be responsible for the repair of any damage to City or CITY'S lessees' property by such extensions, maintenance, construction, or locations or relocations. Notwithstanding the provisions hereof, if this Agreement is terminated pursuant to the provisions of Section 13.6 hereof, then CPS shall not have the obligation or duty to reimburse the City or any City lessee for any expenses or costs associated with the removal, replacement, abandonment, or relocation of improvements of the CITY or lessee of the CITY. CPS shall be responsible for and bear all legal liability in connection with activities which are solely those of CPS, its agents and/or contractors on the SITE including liability of employees of CPS acting in the course and scope of their employment.

XXV.
NONDISCRIMINATION

25.1 Any discrimination by any lessee of CITY against that lessee's agents or employees, on account of race, color, sex, age, religion, handicap or national origin, in employment practices or in the use of or admission to the SITE, is prohibited, unless otherwise exempt therefrom by law.

XXVI.
HUNTING PROHIBITED

25.1 Hunting on Area: It is agreed that no hunting will be permitted on the SITE, 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.

XXVII
CONFLICT OF INTEREST

CPS and CITY acknowledge that Texas law prohibits contracts between the CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such a CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the officer of employee has a substantial financial interest, as defined by Texas law, if it is reasonable foreseeable that an action on the matter would confer an economic benefit on the business entity. CPS and CITY acknowledge that no person having a substantial financial interest in this Contract is an officer or employee of CITY, or any of its agencies.

XXVIII

HEADINGS

All headings in this Contract have been inserted for convenience and reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

XXIX

Authority

The signer of this Agreement for CPS hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of CPS.

EXECUTED to be effective the 21st day of October, 1990 ("Effective Date").

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

By: _____
Its: Asst City Manager
pursuant to Ordinance No. 74205
passed and approved the 19a day
of August, 1991.

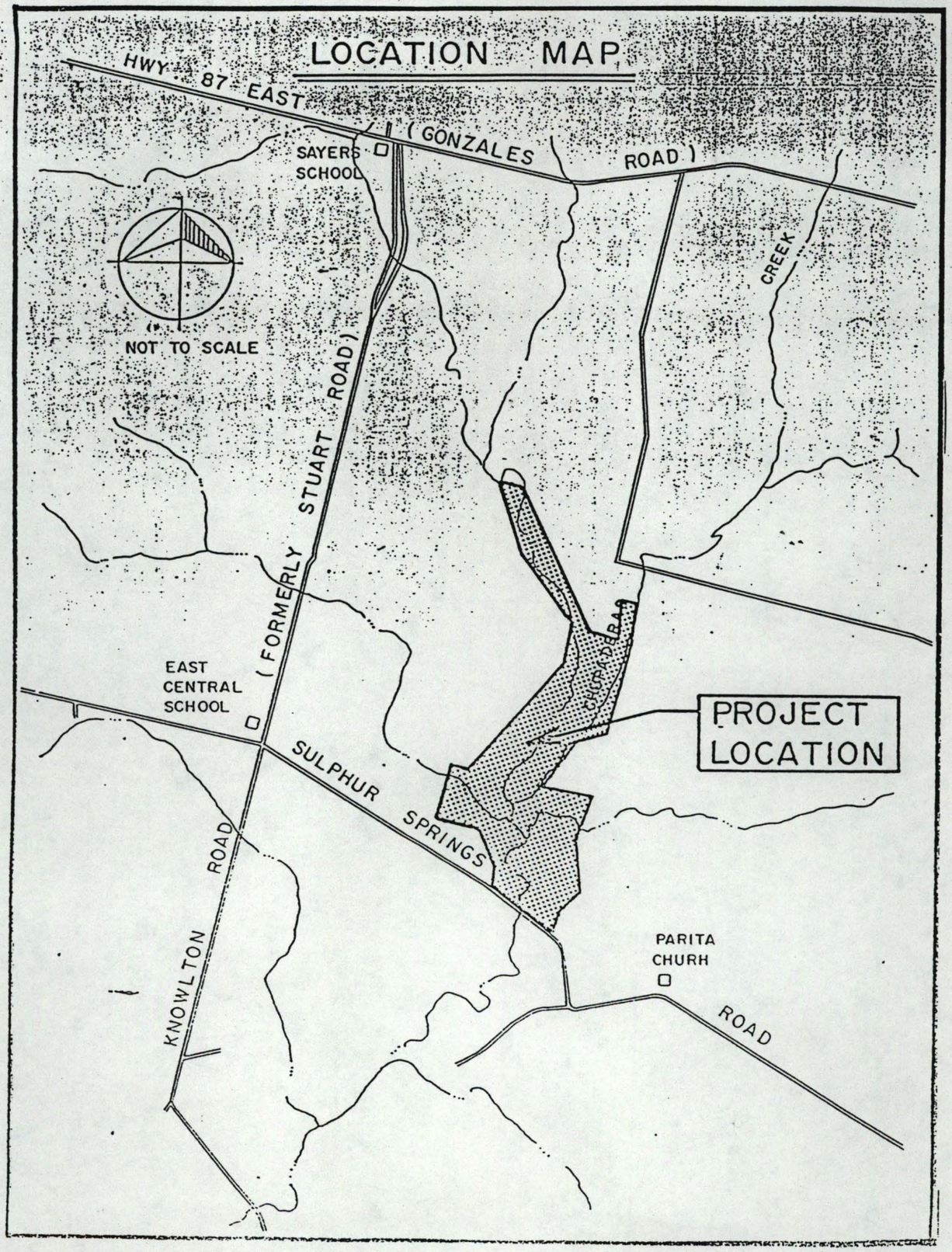
Attest:

Norma S. Rodriguez
City Clerk

CITY PUBLIC SERVICE

By: Arthur von Rosenberg

Its: General Manager


LOCATION MAP
HWY. 87 EAST
(GONZALES ROAD)
SAYERS SCHOOL
NOT TO SCALE
CREEK
(FORMERLY STUART ROAD)
EAST CENTRAL SCHOOL
CHORADERAS
PROJECT LOCATION
SULPHUR SPRINGS
KNOWLTON ROAD
PARITA CHURH
ROAD

1-20-90

FIELD NOTES
FOR

A 146.725 ACRE TRACT OF LAND, OUT OF THE MIGUEL CORTARIS SURVEY NO. 7, ABSTRACT 256, COUNTY BLOCK 5140, AND THE MANUEL MONJARAS SURVEY NO.6 ABSTRACT 463, COUNTY BLOCK 5146, ALL SITUATED WITHIN BEXAR COUNTY, TEXAS, THE SAID 146.725 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At an iron pin found on the Northeast RIGHT-OF-WAY line of New Sulphur Springs Road, said point having State Plane Coordinates - South Central Zone of North 549,347.50 feet and East 2,228,051.31 feet, same point being the Southwest corner of a 26.38 acre tract of land as recorded in Volume 6021, Pages 951-953 of the Deeds Records of Bexar County, Texas, said point also being the Southwest corner of the herein described tract of land;

THENCE: N 14°04'47" E, 299.85 feet to an iron pin found at an angle point;

THENCE: N 23°19'08" W, 615.56 feet to an iron pin found at an angle point;

THENCE: N 77°00'37" W, 624.34 feet to an iron pin found at an angle point;

THENCE: N 14°06'42" E, 857.05 feet to an iron pin found at an angle point;

THENCE: S 65°51'29" E, 252.83 feet to an iron pin found at an angle point;

THENCE: N 41°58'35" E, 2,074.84 feet to an iron pin found at an angle point;

THENCE: N 14°08'25" E, 534.93 feet to an iron pin found at an angle point;

THENCE: N 34°10'08" W, 1,424.05 feet to a fence post found at an angle point;

THENCE: N 15°25'57" W, 1,016.42 feet to an iron pin found at the Northwest corner of a 4.30 Acre tract of land as recorded in Volume 6121, Pages 453-455 of the Deed Records of Bexar County, Texas. Said point having State Plane Coordinates - South Central Zone of North 555,290.94 feet and East 2,228,160.01 feet, same point also being the most Northwesterly corner of the herein described tract of land;

THENCE: S 77°30'43" E, 299.85 feet to an iron pin found at the Northeast corner of a 6.08 Acre tract of land as recorded in Volume 5851, Pages 260-262 of the Deed Records of Bexar County, Texas; said point also being the Northeast corner of the herein described tract of land;

THENCE: S 26°01'55" E, 1,750.63 feet to an iron pin found at an angle point;

THENCE: S 76°33'52" E, 389.00 feet to an iron pin found at an angle point;

THENCE: N 09°56'52" E, 584.60 feet to an iron pin found at an angle point;

THENCE: S 78°09'16" E, 200.08 feet to an iron pin found at an angle point;

THENCE: S 07°44'14" W, 670.18 feet to an iron pin found at an angle point;

THENCE: S 17°40'45" W, 1,343.23 feet to an iron pin found at an angle point;

THENCE: S 77°01'46" W, 431.82 feet to an iron pin found at an angle point;

THENCE: S 36°06'35" W, 799.82 feet to an iron pin found at an angle point;

THENCE: S 79°38'00"E, 749.83 feet to an iron pin found at an angle point;

THENCE: S 20°47'20" W, 700.24 feet to an iron pin found at an angle point;

THENCE: S 04°25'04" E, 769.77 feet to an iron pin found at an angle point;

EXHIBIT A

THENCE: S 45°08'33" W, 308.64 feet to an iron pin found at an angle point;

THENCE: S 20°39'53" W, 275.02 feet to an iron pin found at an angle point;

THENCE: S 00°59'14" E, 120.97 feet to an iron pin set on the Northeast RIGHT-OF-WAY line of New Sulphur Road, said point having State Plane Coordinates - South Central Zone of North 540,713.90 feet and East 2,220,970.49 feet, same point being the Southeast corner of a 16.06 acre tract of land as recorded in Volume 6307, Pages 614-616 of the Real Property Records of Bexar County, Texas, and the Southeast corner of the herein described tract of land;

THENCE: N 51°41'09" W, 650.77 feet along the said Northeast RIGHT-OF-WAY line to an iron pin set an an angle point;

THENCE: N 42°25'40" W, 250.83 feet continuing along the said RIGHT-OF-WAY line to an iron pin set at an angle point;

THENCE: N 56°22'01" W, 299.46 feet continuing along the said Northeast RIGHT-OF-WAY line to the POINT-OF-BEGINNING AND POINT-OF-CLOSURE, containing 146.725 Acres (6,391,337 square feet) of land , more or less, in Bexar County, Texas.

ATTACHMENT II

SUBLEASE AGREEMENT
(77.868 Acres ±)

(CALAVERAS PARK)

CITY OF SAN ANTONIO

to

SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC.

ORDINANCE NO. 74205
PASSED and APPROVED on August 29, 1991.

WFF/dmd (10/10/90)
WFF/et REV. 1/4/91
WFF/dmd Latest REV. 3/25/91
WFF/lgg REV.: [8/19/91-
Pgs. 1 & 2 Only]

Project: File No. 900241B - Calaveras Park Project Site; San Antonio Area Council of Girl Scouts, Inc.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, executed to be effective the 30th day of August, 1991, between the CITY OF SAN ANTONIO, as Sublessor, (hereinafter called "the CITY"), a Texas Municipal Corporation, originally acting pursuant to Ordinance No. 72473 passed and approved the 11th day of October, 1990, and thereafter pursuant to Ordinance No. 74205 passed and approved the 29th day of August 1991 and the SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC., as Sublessee, (hereinafter called "G.S.I."), acting pursuant to a Resolution passed and approved on April 4, 1991,

WITNESSETH:

WHEREAS, the CITY is engaged in providing various parks and recreational programs and services to the community; and

WHEREAS, by a Land Use Agreement entered into with the CITY PUBLIC SERVICE BOARD (hereinafter called "CPS"), the municipal gas and electric utility of the CITY OF SAN ANTONIO, said CITY has been provided 146.725± acres of land for park programs and services at the hereinafter described Calaveras Park Project Site (hereinafter referred to as "the SITE") and has the opportunity to enhance the actual use of such land for the purpose of providing and making available recreational programs, services, and facilities to the public; and

WHEREAS, CPS has relinquished control and management of the SITE to the CITY for such purposes, subject to the reservations contained herein; and

WHEREAS, in order to carry out its proposal, the CITY intends, among other things, to manage and operate the SITE for recreational use, including development of recreational facilities to include sports fields, picnic facilities, camping facilities, pedestrian trails, playgrounds, pavilions, and related infrastructure; and

WHEREAS, the CITY will carry out its proposal to use, and allow the use of, the SITE for park purposes through use of its own resources and those of other entities, including public and not-for-profit organizations, to specifically include G.S.I.; and

WHEREAS, G.S.I. proposes to develop and maintain camping and other related recreational facilities on a portion of the SITE;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I.
DEMISE OF PREMISES

1.1 CITY does hereby sublease to G.S.I., and G.S.I. does hereby accept from CITY, subject to the terms hereof, and with the exceptions contained herein, the right to the use and occupancy of a portion of the SITE, which portion is described and shown in Exhibit "A" attached hereto and incorporated herein by reference and which said portion contains approximately 77.868 acres of land out of the 146.725± acres referenced above. CITY shall not sublease G.S.I.'s portion of the SITE to any other person or entity, except as provided in Sections 6.4 and 6.5, below.

II.
CONSIDERATION

2.1 The use and occupancy of the SITE by G.S.I. is in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, including, but not limited to, the development of camp grounds and possibly other recreational facilities on the SITE by G.S.I.

III.
SUBLEASE

3.1 G.S.I. acknowledges and understands that CITY is in possession of the SITE pursuant to the aforementioned Land Use Agreement with CPS approved by the CPS Board of Trustees on September 24, 1990 and approved by the City of San Antonio by Ordinance No. 72473 on October 11, 1990, a copy of which, as amended, is attached hereto as Exhibit "B" and the terms, conditions, restrictions, and reservations of which, as amended, are expressly incorporated herein for all purposes, and which are reflected in said attached Exhibit "B" - Land Use Agreement - and that as between CITY and G.S.I., this Agreement is a sublease. This Agreement therefore is expressly subject to the terms, conditions, restrictions, and reservations contained in such Land Use Agreement and G.S.I. further agrees that it will fully comply with said terms, conditions, restrictions, and reservations of said Land Use Agreement as such terms relate to G.S.I.'s use and occupancy of a portion of the SITE.

IV.
TERM/OPTION TO RENEW

4.1 The term of this Agreement shall commence upon the effective date hereof and shall continue in full force and effect

until December 31, 2014, unless terminated sooner as hereinafter provided or as provided in Article XIV. set out below.

4.2 So long as G.S.I. is not in violation of any provision of this Sublease Agreement at the commencement of each such renewal period, and so long as the City Charter, currently Article XI, or its successor provisions does not prevent the granting of such renewal and extension, then CITY hereby grants to G.S.I. the option to renew and extend the original term of this agreement for two (2) additional periods of twenty-five (25) years each. Each of the two renewal options shall be exercised by G.S.I. upon the tendering of written notice to CITY advising of G.S.I.'s intent to so exercise the option and so extend the term. Such notice shall be given at least six (6) months prior to the expiration date of the then-current term. G.S.I. understands and agrees (1) that each such renewal is contingent upon CITY exercising its corresponding twenty-five (25) year renewal option with CPS under that certain Land Use Agreement referenced herein; (2) that no term hereunder, original or renewal, shall extend beyond the original and renewal terms granted by CPS to the CITY under said Land Use Agreement; and (3) that any renewals of the Land Use Agreement by the CITY and this Sublease Agreement by the CITY are subject to the approval by the San Antonio City Council by passage of a City ordinance. CITY understands and agrees that, if it exercises its option to renew the Land Use Agreement, then G.S.I. shall have the right to renew this sublease.

4.3 If the East Central Independent School District does not remain as the lessee of all or any portion of the SITE not being leased to G.S.I. hereunder, then the City shall give G.S.I. a 90 day right of first refusal to lease any such portion of the SITE.

V.

INGRESS AND EGRESS

5.1 G.S.I., its agents, employees, contractors, and invitees shall at all times have the right of ingress and egress over and across the roads and pathways of ingress and egress on the entire SITE in order to have reasonable access to the portion of the SITE subleased hereunder and otherwise to carry out the purposes and intent of this Agreement. CPS, its agents, employees, contractors, and invitees shall also have, at all times, the right of ingress and egress over and across the entire SITE in order to carry out its functions as a municipal gas and electric utility. Further, CITY its agents, employees, contractors, invitees, sublessees, or other authorized users, reserve such right of ingress and egress over G.S.I.'s portion of the SITE as may be necessary to gain access to the CITY portion and other portions of the SITE. To the extent required in order to enter upon the portion of said SITE covered by this sublease, CITY hereby grants a non-exclusive right of ingress and egress over any approach or entrance to the SITE to G.S.I. Any such approach may be relocated at the discretion of the

CITY, upon prior consultation with G.S.I. (and Bexar County and/or State of Texas, as applicable). GSI and any other lessee leasing or subleasing a portion of the SITE from the CITY shall share the costs and responsibilities, on an equitable basis (determined by usage), for maintaining the ingress and egress roads and pathways on the SITE.

VI.
USE AND DEVELOPMENT OF FACILITIES

6.1 G.S.I. acknowledges and understands that the SITE is made up of floodplain and flood control area. While the SITE is to be used for park purposes which shall include, but not be limited to, public recreation and related activities, G.S.I. agrees that nothing herein shall ever be construed to be the dedication by CPS to CITY of the SITE or any portion of the SITE for permanent park purposes nor shall the use of the SITE by CITY or the use by G.S.I. of its portion of the SITE or the SITE ever be construed as a dedication of the SITE or said portion thereof for permanent park purposes. The planning, construction, and maintenance of any roads, fencing, camp grounds, related infrastructure and such other recreation facilities as G.S.I. may deem proper to utilize its portion of the SITE, may be developed on said portion; however, all such uses and development shall be conducted at all times and in such manner as to not interfere with or limit the usefulness of the SITE or any portion thereof for the primary flood control purposes for which the same are held by CPS. Any use, development or activity undertaken by G.S.I. as sublessee of CITY shall be at no cost or expense to either CITY or to CPS. CPS has installed fencing around the perimeter of the SITE ("perimeter fencing"). Any additional or replacement perimeter fencing will be at the expense of G.S.I. to the extent that such fencing is located on the G.S.I. SITE or portion thereof, unless otherwise agreed to by the parties. Any additional fencing, other than perimeter fencing, shall be installed and maintained at the expense of the requesting party hereunder, unless otherwise agreed to by the parties.

6.2 If G.S.I. utilizes the SITE, or any part thereof, for any purpose other than those permitted above, CITY shall have, at its option, and subject to the right-to-cure provision in Article XIV hereof, the right to terminate this Sublease Agreement as to G.S.I.'s demised premises. G.S.I. agrees to so utilize its respective demised premises in a manner consistent with the limitations on use of the SITE stated above. Failure by G.S.I. to use its particular portion of the SITE, for the purposes set forth herein or in said Land Use Agreement, as so stated above, shall be a default for which the Land Use Agreement and this Sublease Agreement may be terminated as to that portion of the SITE, subject to a right to cure provision contained herein; and failing G.S.I.'s cure of the condition of default as provided in Article XIV hereof, G.S.I. shall surrender such portion(s) of the SITE area upon sixty (60) days' written notice from CPS to CITY of such termination. CITY agrees to give written notice to G.S.I., no

later than fifty (50) days prior to such termination, so that the term of the Land Use Agreement, as to such portion, and the term of this Sublease Agreement will terminate on the same date, unless CPS agrees otherwise.

6.3 G.S.I. agrees that its use of the portion of the SITE subleased by G.S.I. hereunder is in all respects subordinate, in accordance with Sections 6.1, 14.5, and 25.1, to CPS's operations and to any recorded encumbrances existing on, over or under the property as of the effective date hereof. With regard to this paragraph, CPS operations include, but are not limited to, any activity which is deemed necessary or desirable, in the sole discretion of CPS, to perform the functions associated with public utility purposes.

6.4 Notwithstanding Section 15.1 below, which references a complete sublease or assignment by G.S.I., CITY agrees that G.S.I. may allow other entities, not organized for profit, to use its facilities on its portion of the SITE for such consideration as G.S.I. and such other entities agree. G.S.I. may allow entities, organized for profit, to use its facilities on its portion of the SITE for such consideration as G.S.I. and such other entities agree, subject to prior administrative approval of the Director of the CITY OF SAN ANTONIO Parks and Recreation Department, or his or her designee. G.S.I. shall require such other entities whether or not organized for profit, to indemnify and hold harmless G.S.I., CITY and CPS for damages or injuries resulting from such use.

6.5 G.S.I. further agrees that CITY shall have the right to use or sublease G.S.I.'s portion of the SITE on those dates, at those times, and for such consideration (in the form of reimbursement for actual expenses incurred), including an equitable contribution for maintenance of the ingress and egress roads and pathways), agreed to in writing by G.S.I. and CITY for CITY's recreational events, if not otherwise in use. CITY shall require any user, authorized by CITY, to indemnify and hold harmless G.S.I., CITY and CPS for damages or injuries resulting from such use. As between CITY and G.S.I., CITY agrees to be responsible for all damages and injuries incurred on G.S.I.'s portion of the SITE during such periods of use by the CITY or any user authorized by CITY, upon final adjudication of liability on the part of G.S.I. or CITY by a court of competent jurisdiction, provided however, if G.S.I.'s liability is based upon its gross negligence then it shall be responsible for such liability.

6.6 The CITY shall make a good faith effort to assist, if possible, with grants and other funds to develop G.S.I.'s portion of the SITE.

VII.
REVIEW OF FACILITY PLANS

7.1 Within one (1) year after the effective date of this Sublease Agreement, G.S.I. shall submit to the Director of Parks and Recreation for the City of San Antonio for CITY review and approval, two copies of a Master Plan, a copy of a preliminary draft of which is attached hereto as Exhibit "C", for the proposed improvements described in or contemplated by Article VI hereof or for any other improvements proposed to be made or constructed on the SITE by G.S.I.. CITY agrees to forward one (1) copy to CPS for its review. Such plan may be proposed by G.S.I. for modification at any time.

7.2 CITY, through its Director of Parks and Recreation or his or her designee, shall respond to G.S.I. within thirty (30) calendar days from the date the plans for proposed improvements are submitted pursuant to Section 7.1, and such response shall specify in reasonable detail any objections to the plans. If CITY fails to respond within such thirty (30) day period, it is presumed that CITY, as the non-responding party, has no objections to the plans. G.S.I. agrees to begin the initial development of its portion of the SITE within one (1) year after such response or passage of said thirty (30) day period if CITY fails to respond. Failure of G.S.I. to begin such initial development within said one (1) year constitutes an act of default hereunder whereupon CITY may terminate this agreement pursuant to the provisions of Article XIV. below. "Initial Development" shall mean provision of some recreational amenities to put G.S.I.'s portion of the SITE to productive use. Further, after commencing the initial development within said one (1) year, if G.S.I. should fail to substantially complete the Master Plan improvements, as said Plan may be modified with approval of the CITY from time to time, within five (5) years after the effective date of this Sublease Agreement, such failure shall constitute an act of default whereby CITY may terminate this agreement pursuant to the provisions of Article XIV. below.

7.3 G.S.I. shall be responsible for insuring that any and all permits, licenses and authorizations are obtained which are necessary to undertake any activities conducted at the SITE by it. G.S.I. agrees to comply with all federal, state, county and city statutes, laws and ordinances (including environmental statutes, laws, and ordinances) and all regulations under all of said statutes, laws, and ordinances regulating any such activity and shall be responsible for any claim or liability arising from or based on any violations of the same, including any and all expense or cost related thereto.

VIII.
MAINTENANCE, OPERATION AND SECURITY

8.1 G.S.I. shall maintain, operate, and provide security or cause to be maintained and operated, and have security provided for

at no cost or expense to CITY or to CPS, all of the grounds of the portion of the SITE demised hereunder and all of the facilities and amenities constructed thereon, in a good and safe condition comparable to similar grounds and facilities used for similar purposes owned and operated by the CITY. CITY agrees to provide to G.S.I. all information relative to such condition. CITY further understands that G.S.I. will not provide a 24 hour security guard but rather provide security at G.S.I. functions.

IX.
UTILITIES

9.1 G.S.I. agrees to provide or cause to be provided, all desired utility services, including gas, water, sewer, electricity, and telephone to the camp grounds, or to any other improvements on said portion of the SITE at no cost or expense to CITY or to CPS and shall be responsible for all connection charges therefore, at no cost or expense to CITY or to CPS.

9.2 G.S.I. further agrees to also be responsible, at no cost or expense to CITY or to CPS, for all utilities used or consumed in or upon the SITE, including all outside lighting installed or connected by or for G.S.I..

9.3 In no event shall CITY or CPS be held liable or responsible for the furnishing of any such utilities; and CITY and CPS shall not be liable for any damage or liability arising from the interruption of any such utilities unless resulting from the sole, active negligence of CITY or CPS.

X.
CONDITION OF PREMISES

10.1 G.S.I. agrees to accept possession and control of the portion of the SITE areas subleased hereunder in the condition in which they exist at the effective date of this agreement. The use of such portion of the SITE by G.S.I. shall be at G.S.I.'s risk, unless otherwise provided herein.

10.2 G.S.I. shall also be responsible for any damage caused by G.S.I. to public property located within its portion of the SITE including all existing property of CITY or CPS and shall repair any such damage. As between the CITY and G.S.I., G.S.I. shall be responsible for all damage caused by G.S.I. to private property on G.S.I.'s portion of the SITE. G.S.I. is not, however, responsible for (1) maintenance or (2) repair of damage not caused by G.S.I. to CPS or CITY property on G.S.I.'s respective portion. CITY does not warrant or represent that the portion of the SITE subleased to G.S.I. is habitable or usable for any particular purpose, and CITY expressly disclaims all such warranties. CITY does not guarantee or warrant fire protection of any kind or in any manner.

XI.
INSURANCE

11.1 During the entire term of this Sublease, G.S.I. agrees to provide evidence of any existing insurance with respect to its portion of the SITE, and/or activities conducted thereon, and G.S.I. further agrees to maintain and provide the following insurance coverages, as a minimum, with policies issued by a company or companies authorized to do business in the State of Texas and acceptable to CITY in the following types and amounts:

Type	Amount
1. Workers' Compensation and Employer's Liability	Statutory $100,000.00--------- each occurrence
2. Comprehensive General (Public) Liability-- to include coverage for the following where the exposure exists: A) Premises/Operations B) Independent Contractors C) Products/Completed Operations D) Personal Injury E) Contractual Liability F) Legal Liquor Liability, (if applicable)	Combined Single Limit--------- For Bodily Injury and Property Damage: $500,000.00 (or its equivalent)
3. Comprehensive Automobile Liability Insurance---to include coverage for: A) Owned/Leased Automobiles B) Non-Owned Automobiles C) Hired Automobiles	Combined Single Limit--for Bodily Injury and Property Damages $500,000.00 or its equivalent
4. Property Insurance--for physical damage to the property of the City including improvements and betterments to leased property.	80% of replacement cost insurance coverage

11.2 G.S.I. agrees that with respect to the above required insurances, it will:

A) Name the CITY as additional named insured/or an insured, as its interest may appear;

B) Provide sixty (60) days advance notice, in writing, of any cancellation or material change.

C) Be provided with Certificates of Insurance evidencing the above required insurances, prior to the commencement of this Sublease and thereafter with certificates evidencing renewals or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Said Notice and Certificates shall be provided to:

1) City Clerk
P.O. Box 839966
San Antonio, TX 78283-3966

2) CITY PUBLIC SERVICE
P. O. Box 1771
San Antonio, TX 78296
Attn: Insurance

XII.
INDEMNITY

12.1 G.S.I. agrees to fully indemnify and hold harmless the CITY OF SAN ANTONIO and CITY PUBLIC SERVICE from and against any and all claims, liens, encumbrances, actions, loss, damage, expenses, and/or liability arising from or growing out of loss of or damage to property, including CITY's and CPS's property, or injury to or death of any person, including but not limited to, the employees of G.S.I., CITY or CPS, and the public, which results in any manner whatsoever, directly or indirectly, by reason of the acts, omissions or conduct of employees, contractors, agents, or the public in exercise of the rights hereby granted to G.S.I., as sublessee hereunder, for use of or occupancy of G.S.I.'s portion of the SITE, except as otherwise provided in this Section or Section 6.5 above, and except to the extent that the injury, death or damage is caused by the gross negligence of CITY, its agents, employees or contractors or the gross negligence of CPS, its agents, employees or contractors. It is the express intention of the parties that the attribution of responsibility provided for in this paragraph is a protection to CITY and to CPS by G.S.I. for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or CPS' negligence, or alleged negligence including where same is the concurring cause of the injury, death, or damage; excluding only those injuries, death or damage caused by the gross negligence of CITY or the gross negligence of CPS or solely resulting from CITY activities or CPS activities on the SITE, as the case may be. The attribution of responsibilities contained herein shall survive the termination hereof. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in Section 13.2 below. As among the CITY, CPS, and G.S.I., said G.S.I. agrees to accept full liability for the safety of all individuals attending

any and all events that are held on its portion of the SITE, excepting damages or injuries caused by the gross negligence of the CITY or CPS, and except as provided in Section 6.5 above. Further, the parties agree that gross negligence shall be that term as defined by the standard of care applicable at the time of the occurrence of the injury, death, or damage.

XIII.
INSPECTION

13.1 G.S.I. agrees to conduct inspections of its portion of the SITE at reasonable times to insure that fire, safety and sanitation regulations and other provisions contained herein or in the City Code (if applicable) are being adhered to by G.S.I.. G.S.I. agrees at all times to maintain their portion of the SITE in a clean and sanitary condition.

13.2 As among G.S.I., the CITY and CPS, G.S.I. hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the portion of the SITE subleased herein, either with or without the consent of G.S.I., and, including all of the G.S.I.'s invitees, sublessees, employees, contractors, agents, and subcontractors, or other entities, arising as a result of the use or occupancy by G.S.I., its invitees, sublessees, employees, contractors, agents and subcontractors, or other entities, of any of said portion of the SITE or, as applicable, the entire SITE, and the presence or condition of all structures and personal property located or to be located by G.S.I., its invitees, sublessees, employees, contractors, agents, and subcontractors, or other entities, on said portion of the SITE or, as applicable, entire SITE; provided however, (1) G.S.I. shall not be responsible for any claim, cause of action, loss, damage, expenses or liability to the extent the same shall have been caused by the gross negligence of CITY or the gross negligence of CPS or solely resulting from CITY activities or CPS activities on the SITE, as the case may be, and (2) G.S.I. shall not be responsible for any liability for pre-existing adverse environmental conditions relating strictly to the release or threat of release of hazardous substances and solid waste as those terms are defined respectively in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, and in the Health and Safety Code of the State of Texas, as those Acts, as amended and those circumstances existed on the effective date hereof, which said liability if any, CPS has specifically accepted, as among G.S.I., EAST CENTRAL INDEPENDENT SCHOOL DISTRICT, CITY, and CPS, in the aforementioned Land Use Agreement.

XIV.
TERMINATION

14.1 The following shall constitute an event of default under this Agreement:

(A) Interference. G.S.I. interferes with the use of the SITE (or G.S.I.'s portion thereof) by the CITY or CPS for the purposes described in Sections 6.1, 6.5 or 25.1 hereof, and such interference continues or recurs unreasonably after 30 days from the date of initial delivery to G.S.I. by the CITY of written notice of such interference;

(B) Abandonment. G.S.I. shall abandon, vacate or cease operations and maintenance on its portion of the SITE for a period of thirty (30) days, excluding those periods of time when G.S.I. camping is not actively pursued, i.e., such as the months of November through March; and such abandonment continues for a period of thirty (30) days after the delivery to G.S.I. by CITY of written notice of abandonment. The terms "abandon, vacate, or cease operations and maintenance" shall mean to give up the property without the intention of returning;

(C) Other Obligations and Opportunity to Cure Default. G.S.I. shall fail to perform any obligation, covenant or condition or to comply with any provisions of this Agreement and such failure shall continue after thirty (30) days from the date of delivery to G.S.I. by CITY of written notice of such failure and opportunity to cure;

(D) Civil Unrest. In times of civil unrest, or the threat of civil unrest, to be determined in the sole discretion of CITY, national emergency or under wartime conditions so as to prevent or lessen the danger of sabotage or other physical harm to CITY's facilities on and adjacent to the area; or in such times, to be determined in the sole discretion of CPS, national emergency or under wartime conditions so as to prevent or lessen the danger of sabotage or other physical harm to CPS' facilities on or adjacent to the area; or

(E) Any event of default or ground of termination by G.S.I. or its assigns, as those events are enumerated in the Land Use Agreement between CITY and CPS, and such default continues or recurs unreasonably after thirty (30) days from the date of initial delivery to G.S.I. by CITY of written notice of such default.

14.2 Upon the occurrence of an event of default, CITY shall have one or more of the following remedies:

(A) Termination. Subject to the provisions contained in paragraph 14.1(C) hereof, relating to notice to G.S.I. and opportunity of G.S.I. to cure, CITY may terminate this sublease upon thirty (30) days' written notice of termination to G.S.I.. No re-entry or other act performed or omitted by CITY shall be deemed to have terminated this Agreement unless CITY shall expressly notify G.S.I. in writing that CITY is terminating this Agreement. As to CITY's remedies, the default by G.S.I. as to of its portion of the SITE shall not affect the Land Use Agreement or any other sublessee (of a different portion of the SITE) under a Sublease

Agreement, conditioned upon the non-defaulting sublessee otherwise being in compliance with its sublease agreement.

(B) Re-Entry. CITY may re-enter G.S.I.'s portion of the SITE.

(C) Reletting. With or without terminating this Agreement, CITY may relet the SITE or any part thereof, either in the name of CITY or otherwise, for a term or terms which may at CITY's option be less than or exceed the period which would otherwise have constituted the balance of the Term herein, and may charge such rent and grant such concessions as CITY deems desirable. CITY shall not be required to relet G.S.I.'s portion of the SITE, either pursuant to this Agreement or by any requirements of law or equity, but may allow G.S.I.'s portion of the SITE to remain vacant without terminating this Agreement.

(D) Other Remedies. CITY shall have the right to an injunction and to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for. In the event CITY prevails in obtaining such remedy or remedies, CITY shall be entitled to recover from G.S.I., as the responsible party, and have paid, all reasonable expenses CITY may have incurred including those expenses incurred in connection with its efforts to secure such injunctive relief or other remedy, such as court costs and attorneys fees. The words "re-enter" and "re-entry" as used in this Agreement are not restricted to their technical meanings.

14.3 The right of CITY to terminate this Agreement upon the occurrence of any of the events specified in Section 14.1 (A)-(E) above, and the remedies specified in Section 14.2 above shall be the exclusive remedies of CITY, and upon any such termination by CITY, G.S.I. shall have no further obligations or liabilities to CITY hereunder.

14.4 In addition to the rights granted herein, G.S.I. shall have the right, prior to the termination of this Agreement, whether such termination be by the expiration of the term or an earlier termination under any provision of this Agreement, to remove any structure, addition, improvement, fixture or equipment installed on, or personal property located on, G.S.I.'s respective portion of the SITE. Upon termination of this agreement all structures, additions, improvements, and fixtures made by G.S.I. and equipment installed on, and personal property located on, said portion shall be removed at the request of CITY and at no cost or expense to CITY or to CPS, provided however, if and only if G.S.I. is not in default hereunder and this Sublease is terminated prematurely by CITY or CPS under Sections 14.1(d), 14.5, or otherwise, then G.S.I. shall have the option, but not the obligation, to remove such structures, additions, improvements, fixtures, equipment, and personal property. If not removed within sixty (60) days after the agreement is terminated, such structures, additions, improvements,

fixtures, equipment, and personal property shall be deemed abandoned and may be sold or otherwise disposed of by CITY without any liability to G.S.I.. If G.S.I. removes such structures, additions, improvements, fixtures, equipment, and personal property from its portion of the SITE, then G.S.I. agrees to restore its portion of the SITE to useable condition with no excavations. If any property of G.S.I. remains in or on its portion of the Calaveras Park Project SITE or the entire SITE sixty (60) days after the termination of this Agreement and no renewal agreement has been executed, such remaining property shall be deemed, abandoned and in the sole discretion of CITY, to have become the property of CITY and may be disposed of as CITY sees fit, without any liability whatsoever to account to G.S.I., or any secured parties thereof, for the proceeds of any sale thereof. Any pollutant or substances regulated under Subtitle C of the Resource Conservation and Recovery Act or the Toxic Substances Control Act shall not be disposed of or stored on the SITE or any portion thereof.

14.5 Notwithstanding any of the foregoing provisions which may be to the contrary, CPS shall have the right to terminate the Land Use Agreement, as to G.S.I.'s portion of the SITE, upon thirty (30) months' prior written notice to the CITY in the event that, in the discretion of CPS, G.S.I.'s portion of the SITE (i) is physically required by CPS to provide public utility services, or (ii) must be in the exclusive possession of CPS for CPS to satisfy any applicable regulatory mandates. The CITY in turn shall provide to G.S.I. at least twenty-nine (29) months' prior written notice of the termination of this Sublease after receiving such notice from CPS. The minimum time to vacate as provided in this Sublease Agreement may be unilaterally enlarged, at any time before or after CPS provides notice of termination, by CPS upon written notice thereof to the CITY by the General Manager of CPS; a copy of which notice will thereupon be tendered to G.S.I. by the CITY.

14.6 G.S.I. may terminate this Sublease as to all or any part of G.S.I.'s portion of the SITE at any time or from time to time upon thirty (30) days' prior written notice to the CITY. G.S.I. agrees to complete, honor and perform, within said thirty (30) days any and all obligations and commitments then existing under this Sublease Agreement (other than making any improvements under Articles II, VI and VII hereof) or other outstanding contracts and leases relating to its portion of the SITE, for the purposes, among other purposes, to prevent the attachment of liens on G.S.I.'s portion of the SITE.

XV.
ASSIGNMENT

15.1 G.S.I. shall not assign, sublet, sell, hypothecate or otherwise transfer its rights and obligations hereunder without the prior written approval by CITY and, in accordance with the Land Use Agreement, by CPS. No such assignment or sublease shall in any

manner operate to release G.S.I. from the full performance of all the terms and conditions of this Agreement.

XVI.
DESTRUCTION OF PREMISES

16.1 In the event the SITE or any portion of said SITE is destroyed or rendered untenable by fire, storm, earthquake, or other casualty, this Sublease Agreement shall, at G.S.I.'s option, be at an end from such time and neither CITY nor G.S.I. shall have any obligation to restore the SITE or the demised premises herein; provided however, if G.S.I. does not exercise such option, then G.S.I. shall commence substantial restoration of its portion of the SITE within ninety (90) days after the date of such casualty loss.

XVII.
NOTICES

17.1 Wherever any notice, consent or approval is required or permitted hereunder, except under Section 14.1, or 14.5, such notice, consent or approval shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses as hereinbelow set forth, or at such other addresses as the parties may hereafter designate by notice. For the purposes of Section 14.1, or 14.5, notice shall be deemed to be delivered ("initial delivery") five (5) days after (1) the same is deposited both in (a) the United States regular mail, postage prepaid, AND (b) in the United States registered or certified mail, postage prepaid, return receipt requested, in each instance addressed to the parties hereto at their respective addresses as hereinafter set forth, or at such other addresses as the parties may hereafter designate by notice; and (2) the same is given verbally by telephone or in person to the President, Executive Director, or any Vice President of G.S.I.. Under the Land Use Agreement, CPS is not required to give any notice to any lessee (i.e., sublessee herein) that may be affected by a notice otherwise required to be given to CITY under said Land Use Agreement, but CITY agrees to give G.S.I. reasonable notice of any notice received by CITY which, in CITY's judgment, could affect the rights of G.S.I. hereunder.

XVIII.
WAIVER

18.1 CITY's failure to object to any default on the part of G.S.I. shall not be construed as a waiver thereof, nor shall any custom or practice that may arise between the parties in the course of administering this Agreement be construed as a waiver of, or to lessen, the right of CITY to insist upon compliance with the provisions hereof.

XIX.
CAPTIONS

19.1 The captions used in the Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender wherever the context requires. This Agreement shall not be construed against either party more or less favorably by reason of authorship or origin of language.

XX.
BINDING EFFECT

20.1 This Agreement and all of the terms and conditions contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. As previously stated, this sublease of a portion of the SITE by the CITY to G.S.I. is subject to the conditions and restrictions contained in that certain Land Use Agreement between CITY PUBLIC SERVICE and the CITY OF SAN ANTONIO referenced in Article III and elsewhere herein.

XXI.
RELATIONSHIP TO PARTIES

21.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

XXII.
TEXAS LAW TO APPLY

22.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XXIII.
SEVERABILITY

23.1 In the event any provision of this Agreement or the application thereof to any person or circumstances shall be finally determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XXIV.
AMENDMENT

24.1 This Agreement together with the authorizing ordinance constitute the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

XXV.
CPS EXTENSIONS/RESPONSIBILITY

25.1 This Agreement is subject to (1) the right of CPS to extend, maintain, construct and/or locate or relocate gas and/or electric lines or other utility related facilities on or across the SITE, including G.S.I.'s portion of the SITE, in the event that the need therefore arises; subject, however, to any and all Federal and State regulations affecting the same; and (2) the right of CITY to access on or across all portions of the SITE, including G.S.I.'s portion in accordance with the provisions of Section 5.1, above, and to exercise its rights and duties as Sublessor hereunder. Under the Land Use Agreement, CPS shall be responsible for the repair of any damage to property caused by such extensions, maintenance, construction, locations or relocations, if the property so damaged is G.S.I.'s property on the G.S.I. portion of the SITE. If this Sublease Agreement is terminated pursuant to the provisions of Section 14.5, then neither CITY nor CPS shall have the obligation or duty to reimburse G.S.I. for any expenses or costs associated with the removal, replacement, abandonment, or relocation. Under the Land Use Agreement, CPS shall be responsible for and shall bear all legal liability in connection with activities which are solely those of CPS, its agents and/or contractors on the SITE including liability of employees of CPS acting in the course and scope of their employment.

XXVI.
NONDISCRIMINATION

26.1 Any discrimination by G.S.I. against G.S.I.'S agents or employees, on account of race, color, sex, age, religion, handicap or national origin, in employment practices or in the use of or admission to the SITE, or their portion of said SITE, is prohibited, unless otherwise exempt therefrom by law.

XXVII.
HUNTING AND ALCOHOL PROHIBITED

27.1. Hunting on Area: It is agreed that no hunting or alcohol will be permitted on the SITE or on the G.S.I. portion of said SITE, and that appropriate rules will be placed in effect and enforced against the carrying or possession by any person of guns or firearms or alcohol of any kind upon G.S.I.'s portion of the

SITE, except that firearms may be carried by designated armed guards and officers of the law authorized to carry firearms.

XXVIII.
CONFLICT OF INTEREST

28.1 G.S.I. and CITY acknowledge that Texas law prohibits contracts between the CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the officer or employee has a substantial financial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. G.S.I. acknowledges that, to the best of its knowledge, no person having a substantial financial interest in this Contract is an officer or employee of CITY, or any of its agencies.

XXIX.
HEADINGS

29.1 All headings in this Contract have been inserted for convenience and reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

XXX.
AUTHORITY

30.1 Each signer of this Agreement hereby represents that he or she has full authority to execute this Agreement on behalf of the indicated entity.

XXXI.
RECEIPT OF LAND USE AGREEMENT

31.1 SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC. hereby accepts and acknowledges receipt on even date herewith of delivery from the CITY OF SAN ANTONIO of that certain Land Use Agreement between CITY PUBLIC SERVICE BOARD and the CITY OF SAN ANTONIO dated effective October 15, 1990, as amended, being the agreement attached as Exhibit "B" [see §3.1] to this Sublease Agreement.

EXECUTED to be effective the 30th day of August, 1991 ("Effective Date").

ATTEST:

City Clerk

CITY OF SAN ANTONIO, a Texas municipal corporation

By: _____

Its: Asst City Manager

Address: P.O. Box 839966
San Antonio, TX 78283-3966
ATTN: City Clerk

SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC.

By: Patsy Berlet

Its: President

Address: 10443 Gulfdale
San Antonio, Texas 78216

EXHIBIT "A"
(Page 1 of 6)

Pages 1, 2, and 3 of this Exhibit "A" contain the legal description of the entire 146.725 acre Site. Pages 4 and 5 of this Exhibit "A" contain the legal description of, and Page 6 of this Exhibit "A" contains a drawing of, the 77.868 acre portion of the Site being subleased hereunder to the San Antonio Area Council of Girl Scouts, Inc.

JOB NO. 90-1003
CITY PUBLIC SERVICE

FIELD NOTES FOR
146.725 ACRES

A 146.725 ACRE TRACT OF LAND, OUT OF THE MIGUEL GORTARIS SURVEY NO. 7, ABSTRACT 256, COUNTY BLOCK 5140, AND THE MANUEL MONJARAS SURVEY NO. 6 ABSTRACT 463, COUNTY BLOCK 5146, ALL SITUATED WITHIN BEXAR COUNTY, TEXAS, THE SAID 146.725 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At an iron pin found on the Northeast RIGHT-OF-WAY line of New Sulphur Springs Road, said point having State Plane Coordinates - South Central Zone of North 549,347.50 feet and East 2,228,051.31 feet, same point being the Southwest corner of a 26.38 acre tract of land as recorded in Volume 6021, Pages 951-953 of the Deeds Records of Bexar County, Texas, said point also being the Southwest corner of the herein described tract of land;

THENCE: N 14°04'47" E, 299.85 feet to an iron pin found at an angle point;

THENCE: N 23°19'08" W, 615.56 feet to an iron pin found at an angle point;

THENCE: N 77°00'37" W, 624.34 feet to an iron pin found at an angle point;

THENCE: N 14°06'42" E, 857.05 feet to an iron pin found at an angle point;

THENCE: S 65°51'29" E, 252.83 feet to an iron pin found at an angle point;

THENCE: N 41°58'35" E, 2,074.84 feet to an iron pin found at an angle point;

THENCE: N 14°08'25" E, 534.93 feet to an iron pin found at an angle point;

THENCE: N 34°10'08" W, 1,424.05 feet to a fence post found at an angle point;

THENCE: N 15°25'57" W, 1,016.42 feet to an iron pin found at the Northwest corner of a 4.30 Acre tract of land as recorded in Volume 6121, Pages 453-455 of the Deed Records of Bexar County, Texas. Said point having State Plane Coordinates - South Central Zone of North 555,290.937 feet and East 2,228,160.014 feet, same point also being the most Northwesterly corner of the herein described tract of land;

THENCE: S 77°30'43" E, 299.85 feet to an iron pin found at the Northeast corner of a 6.08 Acre tract of land as recorded in Volume 5851, Pages 260-262 of the Deed Records of Bexar County, Texas, said point also being the Northeast corner of the herein described tract of land;

JOB NO. 90-1003
CITY PUBLIC SERVICE

THENCE: S 26°00'41" E, 676.48 feet to an iron pin found at an angle point;

THENCE: S 26°01'55" E, 1,750.63 feet to an iron pin found at an angle point;

THENCE: S 76°33'52" E, 389.00 feet to an iron pin found at an angle point;

THENCE: N 09°56'52" E, 584.60 feet to an iron pin found at an angle point;

THENCE: S 78°09'16" E, 200.08 feet to an iron pin found at an angle point;

THENCE: S 07°44'14" W, 670.18 feet to an iron pin found at an angle point;

THENCE: S 17°40'45" W, 1,343.23 feet to an iron pin found at an angle point;

THENCE: S 77°01'46" W, 431.82 feet to an iron pin found at an angle point;

THENCE: S 36°06'35" W, 799.82 feet to an iron pin found at an angle point;

THENCE: S 79°38'00" E, 749.83 feet to an iron pin found at an angle point;

THENCE: S 20°47'20" W, 700.24 feet to an iron pin found at an angle point;

THENCE: S 04°25'04" E, 769.77 feet to an iron pin found at an angle point;

THENCE: S 45°08'33" W, 388.64 feet to an iron pin found at an angle point;

THENCE: S 20°39'53" W, 275.02 feet to an iron pin found at an angle point;

THENCE: S 00°59'14" E, 120.97 feet to an iron pin set on the Northeast RIGHT-OF-WAY line of New Sulphur Road, said point having State Plane Coordinates - South Central Zone of North 548,713.98 feet and East 2,228,978.49 feet, same point being the Southeast corner of a 16.86 acre tract of land as recorded in Volume 6307, Pages 614-616 of the Real Property Records of Bexar County, Texas, and the Southeast corner of the herein described tract of land;

THENCE: N 51°41'09" W, 650.77 feet along the said Northeast RIGHT-OF-WAY line to an iron pin set at an angle point;

THENCE: N 42°25'40" W, 250.83 feet continuing along the said RIGHT-OF-WAY line to an iron pin set at an angle point;

JOB NO. 90-1003
CITY PUBLIC SERVICE

THENCE: N 56°22'01" W, 299.46 feet continuing along the said Northeast RIGHT-OF-WAY line to the POINT-OF-BEGINNING and POINT-OF-CLOSURE, containing 146.725 Acres (6,391,337 square feet) of land, more or less, in Bexar County, Texas.

TRAVIS-BRAUN AND ASSOCIATES, INCORPORATED

STATE OF TEXAS
REGISTERED
LON W. TRAVIS
2997
PROFESSIONAL
LAND SURVEYOR

August 14, 1991

JOB NO. 90-1003
GIRL SCOUT AREA

FIELD NOTES FOR
77.868 ACRES

77.868 ACRES (3,391,912.36 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF THE MIGUEL GORTARIS SURVEY NUMBER 7, ABSTRACT NUMBER 256, COUNTY BLOCK 5140, AND THE MANUEL MONJARAS SURVEY NUMBER 6, ABSTRACT NUMBER 461, COUNTY BLOCK 5146, ALL SITUATED WITHIN BEXAR COUNTY, TEXAS, SAID 77.868 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING: At an iron pin found on the North RIGHT-OF-WAY line of the New Sulphur Springs Road and the property line between a 26.38 acre tract of land as recorded in Volume 6021, Pages 951-953, known as P-29B, and a 10.6 acre tract of land as recorded in Volume 6141, Page 150, known as P-27A, both located in the Deed Records of Bexar County, Texas, said point having State Plane Coordinates - South Central Zone of Y= 549,347.50 feet and X= 2,228,051.31 feet;

THENCE: N 11°08'10" W, a distance of 1,757.33 feet to an iron pin found for the southwest corner and POINT-OF-BEGINNING of the herein described 77.868 acre tract of land, said point having State Plane Coordinates - South Central Zone of Y= 551,071.74 feet and X= 2,227,711.90 feet;

THENCE: N 41°58'35" E, a distance of 2,074.84 feet to an iron pin found in same;

THENCE: N 14°08'25" E, a distance of 534.93 feet to an iron pin found in same;

THENCE: N 34°10'08" W, a distance of 1,424.05 feet to a fence post found in same;

THENCE: N 15°25'57" W, a distance of 1,016.42 feet to an iron pin found for an angle point and the northwest corner of the herein described 77.868 acre tract of land, said point having State Plane Coordinates - South Central Zone of Y= 555,290.95 feet and X= 2,228,160.02 feet;

THENCE: S 77°30'43" E, a distance of 299.85 feet to an iron pin found in same;

THENCE: S 26°00'41" E, a distance of 676.48 feet to an iron pin found in same;

THENCE: S 26°01'55" E, a distance of 1,750.63 feet to an iron pin found in same;

THENCE: S 76°33'52" E, a distance of 389.00 feet to an iron pin found in same;

THENCE: N 09°56'52" E, a distance of 584.60 feet to an iron pin found in same;

THENCE: S 78°09'16" E, a distance of 200.08 feet to an iron pin found in same;

JOB NO. 90-1003
GIRL SCOUT AREA

THENCE: S 07°44'14" W, a distance of 670.18 feet to an iron pin found in same;

THENCE: S 17°40'45" W, a distance of 1,343.23 feet to an iron pin found in same;

THENCE: S 77°01'46" W, a distance of 431.82 feet to an iron pin found in same;

THENCE: S 36°06'35" W, a distance of 799.82 feet to an iron pin found for an angle point and the southeast corner of the herein described 77.868 acre tract of land, said point having State Plane Coordinates - South Central Zone of Y= 550,802.52 feet and X= 2,228,802.60 feet;

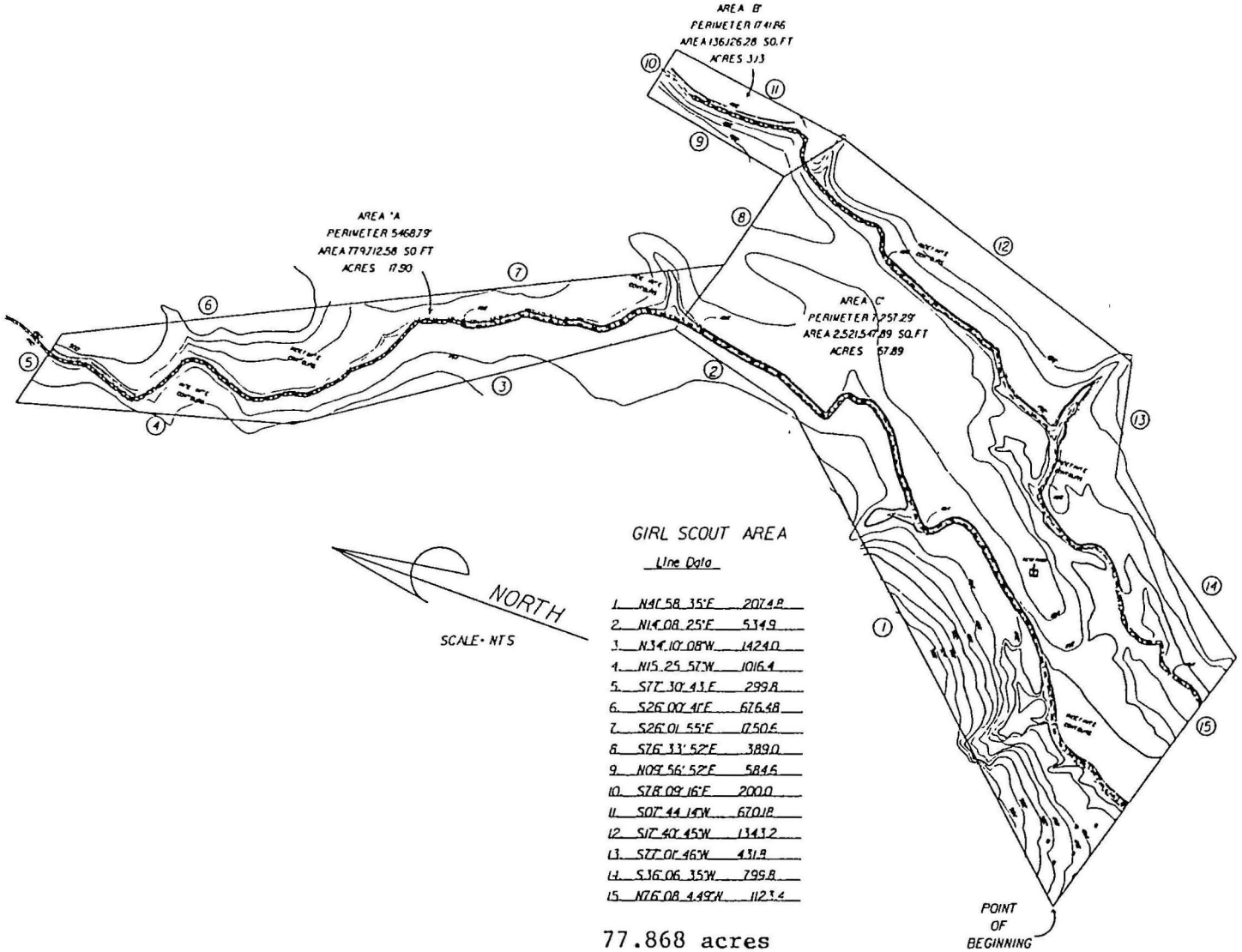
THENCE: N 76°08'06" W, a distance of 1,123.43 feet to the POINT-OF-BEGINNING and containing 77.868 Acres (3,391,912.36 Square Feet) of land, more or less.

TRAVIS-BRAUN AND ASSOCIATES, INCORPORATED

STATE OF TEXAS
REGISTERED
LON W. TRAVIS
2937
PROFESSIONAL
LAND SURVEYOR

August 14, 1991

EXHIBIT "A"
(Page 6 of 6)



GIRL SCOUT AREA

Line Data

1.	N41°58'35"E	2074.8
2.	N14°08'25"E	534.9
3.	N34°10'08"W	1424.0
4.	N15°25'57"W	1016.4
5.	S77°30'43"E	299.8
6.	S26°00'41"E	676.48
7.	S26°01'55"E	1750.5
8.	S76°33'52"E	389.0
9.	N09°56'52"E	584.5
10.	S78°09'16"E	200.0
11.	S07°44'14"W	670.18
12.	S17°40'45"W	1343.2
13.	S27°01'46"W	431.9
14.	S36°06'35"W	799.8
15.	N76°08'44.49"W	1123.4

77.868 acres

GIRL SCOUT AREA

CITY PUBLIC SERVICE
SAN ANTONIO TEXAS

CAD DRAWING	GRID •
DRAWN: DBB	DATE: 01-10-91
CHECKED:	SCALE: NONE
APPROVED:	SHEET 1 OF 2

NO	DATE	REVISION	BY	CKD	APP

SYSTEM	I D	DRAWING NUMBER	CODE
W	DP	N592	745

ATTACHMENT III

SUBLEASE AGREEMENT
(68.857 Acres ±)

(CALAVERAS PARK

CITY OF SAN ANTONIO

to

EAST CENTRAL INDEPENDENT SCHOOL DISTRICT

ORDINANCE NO. 74205
PASSED and APPROVED on August 29, 1991.

WFF/lgg (REV. 8/8/91-P. 1,2 & 6 only
(also incorporates previous
revisions)
(REV. 8/19/91-P.2 only)

Project: File No. 900241A
Calaveras Park
Project Site;
East Central
Independent
School District

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, executed to be effective the 30th day of August, 1991, between the CITY OF SAN ANTONIO, as Sublessor, (hereinafter called "the CITY"), a Texas Municipal Corporation, originally acting pursuant to Ordinance No. 72473 passed and approved the 11th day of October, 1990, and thereafter pursuant to Ordinance No. 71205 passed and approved the 29th day of August, 1991, and the EAST CENTRAL INDEPENDENT SCHOOL DISTRICT, as Sublessee, (hereinafter called "E.C.I.S.D."), acting pursuant to a School Board Resolution passed and approved on August 15, 1991,

WITNESSETH:

WHEREAS, the CITY is engaged in providing various parks and recreational programs and services to the community; and

WHEREAS, by a Land Use Agreement entered into with the CITY PUBLIC SERVICE BOARD (hereinafter called "CPS"), the municipal gas and electric utility of the CITY OF SAN ANTONIO, said CITY has been provided 146.725± acres of land for park programs and services at the hereinafter described Calaveras Park Project Site (hereinafter referred to as "the SITE") and has the opportunity to enhance the actual use of such land for the purpose of providing and making available recreational programs, services, and facilities to the public; and

WHEREAS, CPS has relinquished control and management of the SITE to the CITY for such purposes, subject to the reservations contained herein; and

WHEREAS, in order to carry out its proposal, the CITY intends, among other things, to manage and operate the SITE for recreational and other uses, including development of facilities that may include sports fields, picnic facilities, camping facilities, pedestrian trails, plant and animal life observation areas, playgrounds, pavilions, and related infrastructure; and

WHEREAS, the CITY will carry out its proposal to use, and allow the use of, the SITE for park purposes through use of its own resources and those of other entities, including public and not-for-profit organizations, to specifically include E.C.I.S.D.; and

WHEREAS, E.C.I.S.D. proposes to develop and maintain sports fields on a portion of the SITE and, additionally, to use such portion for science related educational functions;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I.
DEMISE OF PREMISES

1.1 CITY does hereby sublease to E.C.I.S.D., and the E.C.I.S.D. does hereby accept from CITY, subject to the terms hereof, and with the exceptions contained herein, the right to the use and occupancy of a portion of the SITE, which portion is described and shown in Exhibit "A" attached hereto and incorporated herein by reference and which said portion contains approximately 68.857 acres of land out of the 146.725± acres referenced above. CITY shall not sublease E.C.I.S.D.'s portion of the SITE to any other person or entity, except as provided in Sections 6.4 and 6.5, below.

II.
CONSIDERATION

2.1 The use and occupancy of the SITE by E.C.I.S.D. is in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, including, but not limited to, the development and construction of playing fields and possibly other recreational facilities on the SITE by E.C.I.S.D.

III.
SUBLEASE

3.1 E.C.I.S.D. acknowledges and understands that CITY is in possession of the SITE pursuant to the aforementioned Land Use Agreement with CPS approved by the CPS Board of Trustees on September 24, 1990 and approved by the City of San Antonio by Ordinance No. 72473 on October 11, 1990, a copy of which, as amended, is attached hereto as Exhibit "B" and the terms, conditions, restrictions, and reservations of which, as amended, are expressly incorporated herein for all purposes, and which are reflected in said attached Exhibit "B" - Land Use Agreement - and that as between CITY and E.C.I.S.D., this Agreement is a sublease. This Agreement therefore is expressly subject to the terms, conditions, restrictions, and reservations contained in such Land Use Agreement and E.C.I.S.D. further agrees that it will fully comply with said terms, conditions, restrictions, and reservations of said Land Use Agreement, as amended, as such terms relate to E.C.I.S.D.'s use and occupancy of a portion of the SITE.

IV.
TERM/OPTION TO RENEW

4.1 The term of this Agreement shall commence upon the effective date hereof and shall continue in full force and effect until December 31, 2014, unless terminated sooner as hereinafter provided or as provided in Article XIV. set out below.

4.2 So long as E.C.I.S.D. is not in violation of any provision of this Sublease Agreement at the commencement of each such renewal period, and so long as the City Charter, currently Article XI, or its successor provisions does not prevent the granting of such renewal and extension, then CITY hereby grants to E.C.I.S.D. the option to renew and extend the original term of this agreement for two (2) additional periods of twenty-five (25) years each. Each of the two renewal options shall be exercised by E.C.I.S.D. upon the tendering of written notice to CITY advising of E.C.I.S.D.'s intent to so exercise the option and so extend the term. Such notice shall be given at least six (6) months prior to the expiration date of the then-current term. E.C.I.S.D. understands and agrees (1) that each such renewal is contingent upon CITY exercising its corresponding twenty-five (25) year renewal option with CPS under that certain Land Use Agreement referenced herein; (2) that no term hereunder, original or renewal, shall extend beyond the original and renewal terms granted by CPS to the CITY under said Land Use Agreement; and (3) that any renewals of the Land Use Agreement by the CITY and this Sublease Agreement by the CITY are subject to the approval by the San Antonio City Council by passage of a City ordinance. CITY understands and agrees that, if it exercises its option to renew the Land Use Agreement, then E.C.I.S.D. shall have the right to renew this sublease.

4.3 If the San Antonio Area Council of Girl Scouts, Inc. does not remain as the lessee of all or any portion of the SITE not being leased to E.C.I.S.D. hereunder, then the City shall give E.C.I.S.D. a 90 day right of first refusal to lease any such portion of the SITE.

V.
INGRESS AND EGRESS

5.1 E.C.I.S.D., its agents, employees, contractors, and invitees shall at all times have the right of ingress and egress over and across the roads and pathways of ingress and egress on the SITE in order to have reasonable access to the portion of the SITE subleased hereunder and otherwise to carry out the purposes and intent of this Agreement. CPS, its agents, employees, contractors, and invitees shall also have, at all times, the right of ingress and egress over and across the entire SITE in order to carry out its functions as a municipal gas and electric utility. Further, CITY its agents, employees, contractors, invitees, sublessees, or other authorized users, reserve such right of ingress and egress

over E.C.I.S.D.'s portion of the SITE as may be necessary to gain access to the CITY portion and other portions of the SITE. To the extent required in order to enter upon the portion of said SITE covered by this sublease, CITY hereby grants a non-exclusive right of ingress and egress over any approach or entrance to the SITE to E.C.I.S.D. Any such approach may be relocated at the discretion of the CITY, upon prior consultation with E.C.I.S.D. (and Bexar County and/or State of Texas, as applicable). E.C.I.S.D. and any other lessee leasing or subleasing a portion of the SITE from the City shall share the costs and responsibilities, on an equitable basis (determined by usage), for maintaining the ingress and egress roads and pathways on the SITE.

VI.
USE AND DEVELOPMENT OF FACILITIES

6.1 E.C.I.S.D. acknowledges and understands that the SITE is made up of floodplain and flood control area. While the SITE is to be used for park purposes which shall include, but not be limited to, sports fields and related activities, E.C.I.S.D. agrees that nothing herein shall ever be construed to be the dedication by CPS to CITY of the SITE or any portion of the SITE for permanent park purposes nor shall the use of the SITE by CITY or the use by E.C.I.S.D. of its portion of the SITE or the SITE ever be construed as a dedication of the SITE or said portion thereof for permanent park purposes. The planning, construction, and maintenance of any roads, fencing, playing fields, sports complex recreation buildings, related infrastructure and such other recreation facilities as E.C.I.S.D. may deem proper to utilize its portion of the SITE, may be developed on said portion; however, all such uses and development shall be conducted at all times and in such manner as to not interfere with or limit the usefulness of the SITE or any portion thereof for the primary flood control purposes for which the same are held by CPS. Any use, development or activity undertaken by E.C.I.S.D. as sublessee of CITY shall be at no cost or expense to either CITY or to CPS. CPS has installed fencing around the perimeter of the SITE ("perimeter fencing"). Any additional or replacement perimeter fencing will be at the expense of E.C.I.S.D. to the extent that such fencing is located on the E.C.I.S.D. SITE or portion thereof, unless otherwise agreed to by the parties. Any additional fencing, other than perimeter fencing, shall be installed and maintained at the expense of the requesting party hereunder, unless otherwise agreed to by the parties.

6.2 If E.C.I.S.D. utilizes the SITE, or any part thereof, for any purpose other than those permitted above, CITY shall have, at its option, and subject to the right-to-cure provision in Article XIV hereof, the right to terminate this Sublease Agreement as to E.C.I.S.D.'s demised premises. E.C.I.S.D. agrees to so utilize its respective demised premises in a manner consistent with the limitations on use of the SITE stated above. Failure by E.C.I.S.D. to use its particular portion of the SITE, for the purposes set

forth herein or in said Land Use Agreement, as so stated above, shall be a default for which the Land Use Agreement and this Sublease Agreement may be terminated as to that portion of the SITE, subject to a right to cure provision contained herein; and failing E.C.I.S.D.'s cure of the condition of default as provided in Article XIV hereof, E.C.I.S.D. shall surrender such portion(s) of the SITE area upon sixty (60) days' written notice from CPS to CITY of such termination. CITY agrees to give written notice to E.C.I.S.D., no later than fifty (50) days prior to such termination, so that the term of the Land Use Agreement, as to such portion, and the term of this Sublease Agreement will terminate on the same date, unless CPS agrees otherwise.

6.3 E.C.I.S.D. agrees that its use of the portion of the SITE subleased by E.C.I.S.D. hereunder is in all respects subordinate, in accordance with Sections 6.1, 14.5, and 25.1, to CPS's operations and to any recorded encumbrances existing on, over or under the property as of the effective date hereof. With regard to this paragraph, CPS operations include, but are not limited to, any activity which is deemed necessary or desirable, in the sole discretion of CPS, to perform the functions associated with public utility purposes.

6.4 Notwithstanding Section 15.1 below, which references a complete sublease or assignment by E.C.I.S.D., CITY agrees that E.C.I.S.D. may allow other entities, not organized for profit, to use its facilities on its portion of the SITE for such consideration as E.C.I.S.D. and such other entities agree. E.C.I.S.D. may allow entities, organized for profit, to use its facilities on its portion of the SITE for such consideration as E.C.I.S.D. and such other entities agree, subject to prior administrative approval of the Director of the CITY OF SAN ANTONIO Parks and Recreation Department, or his or her designee. E.C.I.S.D. shall require such other entities, whether or not organized for profit, to indemnify and hold harmless E.C.I.S.D., CITY and CPS for damages or injuries resulting from such use.

6.5 E.C.I.S.D. further agrees that CITY shall have the right to use or sublease E.C.I.S.D.'s portion of the SITE on those dates, at those times, and for such consideration (in the form of reimbursement for actual expenses incurred, including an equitable contribution for maintenance of the ingress and egress roads and pathways), agreed to in writing by E.C.I.S.D. and CITY for CITY's recreational events, if not otherwise in use. CITY shall require any user, authorized by CITY, to indemnify and hold harmless E.C.I.S.D., CITY and CPS for damages or injuries resulting from such use. As between CITY and E.C.I.S.D. , CITY agrees to be responsible for all damages and injuries incurred on E.C.I.S.D.'s portion of the SITE during such periods of use by the CITY or any user authorized by CITY, upon final adjudication of liability on the part of E.C.I.S.D. or CITY by a court of competent jurisdiction, provided however, if E.C.I.S.D.'s liability is based upon its gross negligence then it shall be responsible for such liability.

6.6 The CITY shall make a good faith effort to assist, if possible, with grants and other funds to develop E.C.I.S.D.'s portion of the SITE.

VII.
REVIEW OF FACILITY PLANS

7.1 Within one (1) year after the effective date of this Sublease Agreement, E.C.I.S.D. shall submit to the Director of Parks and Recreation for the City of San Antonio for CITY review and approval, two copies of a Master Plan, a copy of a preliminary draft of which is attached hereto as Exhibit "C", for the proposed improvements described in or contemplated by Article VI hereof or for any other improvements proposed to be made or constructed on the SITE by E.C.I.S.D.. CITY agrees to forward one (1) copy to CPS for its review. Such plan may be proposed by E.C.I.S.D. for modification at any time.

7.2 CITY, through its Director of Parks and Recreation or his or her designee, shall respond to E.C.I.S.D. within thirty (30) calendar days from the date the plans for proposed improvements are submitted pursuant to Section 7.1, and such response shall specify in reasonable detail any objections to the plans. If CITY fails to respond within such thirty (30) day period, it is presumed that CITY, as the non-responding party, has no objections to the plans. E.C.I.S.D. agrees to begin the initial development of its portion of the SITE within one (1) year after such response or passage of said thirty (30) day period if CITY fails to respond. Failure of E.C.I.S.D. to begin such initial development within said one (1) year constitutes an act of default hereunder whereupon CITY may terminate this agreement pursuant to the provisions of Article XIV. below. "Initial Development" shall mean provision of one or more sports fields to put E.C.I.S.D.'s portion of the SITE to productive use. Further, after commencing the initial development within said one (1) year, if E.C.I.S.D. should fail to substantially complete the Master Plan improvements, as said Plan may be modified with approval of the CITY from time to time, within five (5) years after the effective date of this Sublease Agreement, such failure shall constitute an act of default whereby CITY may terminate this agreement pursuant to the provisions of Article XIV. below.

7.3 E.C.I.S.D. shall be responsible for insuring that any and all permits, licenses and authorizations are obtained which are necessary to undertake any activities conducted at the SITE by it. E.C.I.S.D. agrees to comply with all federal, state, county and city statutes, laws and ordinances (including environmental statutes, laws, and ordinances) and all regulations under all of said statutes, laws, and ordinances regulating any such activity and shall be responsible for any claim or liability arising from or based on any violations of the same, including any and all expense or cost related thereto.

VIII.
MAINTENANCE, OPERATION AND SECURITY

8.1 E.C.I.S.D. shall maintain, operate, and provide security or cause to be maintained and operated, and have security provided for at no cost or expense to CITY or to CPS, all of the grounds of the portion of the SITE demised hereunder and all of the facilities and amenities constructed thereon, in a good and safe condition comparable to similar grounds and facilities used for similar purposes owned and operated by the CITY. CITY agrees to provide to E.C.I.S.D. all information relative to such condition. CITY further understands that E.C.I.S.D. will not provide a 24 hour security guard but rather provide security at E.C.I.S.D. functions.

IX.
UTILITIES

9.1 E.C.I.S.D. agrees to provide or cause to be provided, all desired utility services, including gas, water, sewer, electricity, and telephone to the grounds, athletic fields, or to any other improvements on said portion of the SITE at no cost or expense to CITY or to CPS and shall be responsible for all connection charges therefore, at no cost or expense to CITY or to CPS.

9.2 E.C.I.S.D. further agrees to also be responsible, at no cost or expense to CITY or to CPS, for all utilities used or consumed in or upon the SITE, including all outside lighting installed or connected by or for E.C.I.S.D..

9.3 In no event shall CITY or CPS be held liable or responsible for the furnishing of any such utilities; and CITY and CPS shall not be liable for any damage or liability arising from the interruption of any such utilities unless resulting from the sole, active negligence of CITY or CPS.

X.
CONDITION OF PREMISES

10.1 E.C.I.S.D. agrees to accept possession and control of the portion of the SITE areas subleased hereunder in the condition in which they exist at the effective date of this agreement. The use of such portion of the SITE by E.C.I.S.D. shall be at E.C.I.S.D.'s risk, unless otherwise provided herein.

10.2 E.C.I.S.D. shall also be responsible for any damage caused by E.C.I.S.D. to public property located within its portion of the SITE including all existing property of CITY or CPS and shall repair any such damage. As between the CITY and E.C.I.S.D., E.C.I.S.D. shall be responsible for all damage caused by E.C.I.S.D. to private property on E.C.I.S.D.'s portion of the SITE. E.C.I.S.D. is not, however, responsible for (1) maintenance or (2) repair of damage not caused by E.C.I.S.D. to CPS or CITY

property on E.C.I.S.D.'s respective portion. CITY does not warrant or represent that the portion of the SITE subleased to E.C.I.S.D. is habitable or usable for any particular purpose, and CITY expressly disclaims all such warranties. CITY does not guarantee or warrant fire protection of any kind or in any manner.

XI.
INSURANCE

11.1 During the entire term of this Sublease, E.C.I.S.D. agrees to provide evidence of any existing insurance with respect to its portion of the SITE, and/or activities conducted thereon, and E.C.I.S.D. further agrees to maintain and provide the following insurance coverages, as a minimum, with policies issued by a company or companies authorized to do business in the State of Texas and acceptable to CITY in the following types and amounts:

Type	Amount
1. Workers' Compensation and Employer's Liability	Statutory $100,000.00--------- each occurrence
2. Comprehensive General (Public) Liability-- to include coverage for the following where the exposure exists: A) Premises/Operations B) Independent Contractors C) Products/Completed Operations D) Personal Injury E) Contractual Liability F) Legal Liquor Liability, (if applicable)	Combined Single Limit--------- For Bodily Injury and Property Damage: $500,000.00 (or its equivalent)
3. Comprehensive Automobile Liability Insurance---to include coverage for: A) Owned/Leased Automobiles B) Non-Owned Automobiles C) Hired Automobiles	Combined Single Limit--for Bodily Injury and Property Damages $500,000.00 or its equivalent
4. Property Insurance--for physical damage to the property of the City including improvements and betterments to leased property.	80% of replacement cost insurance coverage

11.2 E.C.I.S.D. agrees that with respect to the above required insurances, it will:

A) Name the CITY as additional named insured/or an insured, as its interest may appear;

B) Provide sixty (60) days advance notice, in writing, of any cancellation or material change.

C) Be provided with Certificates of Insurance evidencing the above required insurances, prior to the commencement of this Sublease and thereafter with certificates evidencing renewals or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Said Notice and Certificates shall be provided to:

1) City Clerk
P.O. Box 839966
San Antonio, TX 78283-3966

2) City Public Service
P.O. Box 1771
San Antonio, TX 78296
Attn: Insurance

XII.
RESPONSIBILITY

12.1 As among E.C.I.S.D., the CITY, and CPS, E.C.I.S.D. agrees to be responsible for any and all claims, liens, encumbrances, actions, loss, damage, expenses, and/or liability arising from or growing out of loss of or damage to property, including CITY's and CPS's property, or injury to or death of any person, including but not limited to, the employees of E.C.I.S.D., CITY or CPS, and the public, which results in any manner whatsoever, directly or indirectly, by reason of the acts, omissions or conduct of employees, contractors, agents, or the public in exercise of the rights hereby granted to E.C.I.S.D., as sublessee hereunder, for use of or occupancy of E.C.I.S.D.'s portion of the SITE, except as otherwise provided in this Section or Section 6.5, above, and except to the extent that the injury, death or damage is caused by the gross negligence of CITY, its agents, employees or contractors or the gross negligence of CPS, its agents, employees or contractors. It is the express intention of the parties that the attribution of responsibility provided for in this paragraph is a protection to CITY and to CPS by E.C.I.S.D. for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or CPS' negligence, or alleged negligence including where same is the concurring cause of the injury, death, or damage; excluding only those injuries, death or damage caused by the gross negligence of CITY or the gross negligence of CPS or solely resulting from CITY activities or CPS activities on the SITE, as the case may be. The attribution of responsibilities contained herein shall survive the termination hereof. The attribution of responsibility herein shall include

appropriate protections against the claims and causes of action referred to in Section 13.2 below. As among the CITY, CPS, and E.C.I.S.D., said E.C.I.S.D. agrees to accept full liability for the safety of all individuals attending any and all events that are held on its portion of the SITE, excepting damages or injuries caused by the gross negligence of the CITY or CPS, and except as provided in Section 6.5 above. Further, the parties agree that gross negligence shall be that term as defined by the standard of care applicable at the time of the occurrence of the injury, death, or damage.

XIII.
INSPECTION

13.1 E.C.I.S.D. agrees to conduct inspections of its portion of the SITE at reasonable times to insure that fire, safety and sanitation regulations and other provisions contained herein or in the City Code (if applicable) are being adhered to by E.C.I.S.D.. E.C.I.S.D. agrees at all times to maintain their portion of the SITE in a clean and sanitary condition.

13.2 As among the E.C.I.S.D., the CITY, and CPS, E.C.I.S.D. hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the portion of the SITE subleased herein, either with or without the consent of E.C.I.S.D., and, including all of the E.C.I.S.D.'s invitees, sublessees, employees, contractors, agents, and subcontractors, or other entities, arising as a result of the use or occupancy by E.C.I.S.D., its invitees, sublessees, employees, contractors, agents and subcontractors, or other entities, of any of said portion of the SITE or, as applicable, the entire SITE, and the presence or condition of all structures and personal property located or to be located by E.C.I.S.D., its invitees, sublessees, employees, contractors, agents, and subcontractors, or other entities, on said portion of the SITE or, as applicable, entire SITE; provided however, (1) E.C.I.S.D. shall not be responsible for any claim, cause of action, loss, damage, expenses or liability to the extent the same shall have been caused by the gross negligence of CITY or the gross negligence of CPS or solely resulting from CITY activities or CPS activities on the SITE, as the case may be, and (2) E.C.I.S.D. shall not be responsible for any liability for pre-existing adverse environmental conditions relating strictly to the release or threat of release of hazardous substances and solid waste as those terms are defined respectively in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, and in the Health and Safety Code of the State of Texas, as those Acts, as amended and those circumstances existed on the effective date hereof, which said liability if any, CPS has specifically accepted, as among E.C.I.S.D., SAN ANTONIO AREA COUNCIL OF GIRL SCOUTS, INC., CITY, and CPS, in the aforementioned Land Use Agreement.

XIV.
TERMINATION

14.1 The following shall constitute an event of default under this Agreement:

(A) Interference. E.C.I.S.D. interferes with the use of the SITE (or E.C.I.S.D.'s portion thereof) by the CITY or CPS for the purposes described in Sections 6.1, 6.5 or 25.1 hereof, and such interference continues or recurs unreasonably after 30 days from the date of initial delivery to E.C.I.S.D. by the CITY of written notice of such interference;

(B) Abandonment. E.C.I.S.D. shall abandon, vacate or cease operations and maintenance on its portion of the SITE for a period of thirty (30) days, excluding the consecutive months of June, July, and August, or such other periods of time in which school facilities are inactive due to customary or imposed academic schedule limitations, e.g. changes in school schedules which might be brought about in conjunction with the year-round school concept; and such abandonment continues for a period of thirty (30) days after the delivery to E.C.I.S.D. by CITY of written notice of abandonment. The terms "abandon, vacate, or cease operations and maintenance" shall mean to give up the property without the intention of returning;

(C) Other Obligations and Opportunity to Cure Default. E.C.I.S.D. shall fail to perform any obligation, covenant or condition or to comply with any provisions of this Agreement and such failure shall continue after thirty (30) days from the date of delivery to E.C.I.S.D. by CITY of written notice of such failure and opportunity to cure;

(D) Civil Unrest. In times of civil unrest, or the threat of civil unrest, to be determined in the sole discretion of CITY, national emergency or under wartime conditions so as to prevent or lessen the danger of sabotage or other physical harm to CITY's facilities on and adjacent to the area; or in such times, to be determined in the sole discretion of CPS, national emergency or under wartime conditions so as to prevent or lessen the danger of sabotage or other physical harm to CPS' facilities on or adjacent to the area; or

(E) Any event of default or ground of termination by E.C.I.S.D. or its assigns, as those events are enumerated in the Land Use Agreement between CITY and CPS, and such default continues or recurs unreasonably after thirty (30) days from the date of initial delivery to E.C.I.S.D. by CITY of written notice of such default.

14.2 Upon the occurrence of an event of default, CITY shall have one or more of the following remedies:

(A) Termination. Subject to the provisions contained in paragraph 14.1(C) hereof, relating to notice to E.C.I.S.D. and opportunity of E.C.I.S.D. to cure, CITY may terminate this sublease upon thirty (30) days' written notice of termination to E.C.I.S.D.. No re-entry or other act performed or omitted by CITY shall be deemed to have terminated this Agreement unless CITY shall expressly notify E.C.I.S.D. in writing that CITY is terminating this Agreement. As to CITY's remedies, the default by E.C.I.S.D. as to of its portion of the SITE shall not affect the Land Use Agreement or any other sublessee (of a different portion of the SITE) under a Sublease Agreement, conditioned upon the non-defaulting sublessee otherwise being in compliance with its sublease agreement.

(B) Re-Entry. CITY may re-enter E.C.I.S.D.'s portion of the SITE.

(C) Reletting. With or without terminating this Agreement, CITY may relet the SITE or any part thereof, either in the name of CITY or otherwise, for a term or terms which may at CITY's option be less than or exceed the period which would otherwise have constituted the balance of the Term herein, and may charge such rent and grant such concessions as CITY deems desirable. CITY shall not be required to relet E.C.I.S.D.'s portion of the SITE, either pursuant to this Agreement or by any requirements of law or equity, but may allow E.C.I.S.D.'s portion of the SITE to remain vacant without terminating this Agreement.

(D) Other Remedies. CITY shall have the right to an injunction and to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for. In the event CITY prevails in obtaining such remedy or remedies, CITY shall be entitled to recover from E.C.I.S.D., as the responsible party, and have paid, all reasonable expenses CITY may have incurred including those expenses incurred in connection with its efforts to secure such injunctive relief or other remedy, such as court costs and attorneys fees. The words "re-enter" and "re-entry" as used in this Agreement are not restricted to their technical meanings.

14.3 The right of CITY to terminate this Agreement upon the occurrence of any of the events specified in Section 14.1 (A)-(E) above, and the remedies specified in Section 14.2 above shall be the exclusive remedies of CITY, and upon any such termination by CITY, E.C.I.S.D. shall have no further obligations or liabilities to CITY hereunder.

14.4 In addition to the rights granted herein, E.C.I.S.D. shall have the right, prior to the termination of this Agreement, whether such termination be by the expiration of the term or an earlier termination under any provision of this Agreement, to remove any structure, addition, improvement, fixture or equipment installed on, or personal property located on, E.C.I.S.D.'s

respective portion of the SITE. Upon termination of this agreement all structures, additions, improvements, and fixtures made by E.C.I.S.D. and equipment installed on, and personal property located on, said portion shall be removed at the request of CITY and at no cost or expense to CITY or to CPS, provided however, if and only if E.C.I.S.D. is not in default hereunder and this Sublease is terminated prematurely by CITY or CPS under Sections 14.1(D), 14.5, or otherwise, then E.C.I.S.D. shall have the option, but not the obligation, to remove such structures, additions, improvements, fixtures, equipment, and personal property. If not removed within sixty (60) days after the agreement is terminated, such structures, additions, improvements, fixtures, equipment, and personal property shall be deemed abandoned and may be sold or otherwise disposed of by CITY without any liability to E.C.I.S.D.. If E.C.I.S.D. removes such structures, additions, improvements, fixtures, equipment, and personal property from its portion of the SITE, then E.C.I.S.D. agrees to restore its portion of the SITE to useable condition with no excavations. If any property of E.C.I.S.D. remains in or on its portion of the Calaveras Park Project SITE or the entire SITE sixty (60) days after the termination of this Agreement and no renewal agreement has been executed, such remaining property shall be deemed, abandoned and in the sole discretion of CITY, to have become the property of CITY and may be disposed of as CITY sees fit, without any liability whatsoever to account to E.C.I.S.D., or any secured parties thereof, for the proceeds of any sale thereof. Any pollutant or substances regulated under Subtitle C of the Resource Conservation and Recovery Act or the Toxic Substances Control Act shall not be disposed of or stored on the SITE or any portion thereof.

14.5 Notwithstanding any of the foregoing provisions which may be to the contrary, CPS shall have the right to terminate the Land Use Agreement, as to E.C.I.S.D.'s portion of the SITE, upon thirty (30) months' prior written notice to the CITY in the event that, in the discretion of CPS, E.C.I.S.D.'s portion of the SITE (i) is physically required by CPS to provide public utility services, or (ii) must be in the exclusive possession of CPS for CPS to satisfy any applicable regulatory mandates. The CITY in turn shall provide to E.C.I.S.D. at least twenty-nine (29) months' prior written notice of the termination of this Sublease after receiving such notice from CPS. The minimum time to vacate as provided in this Sublease Agreement may be unilaterally enlarged, at any time before or after CPS provides notice of termination, by CPS upon written notice thereof to the CITY by the General Manager of CPS; a copy of which notice will thereupon be tendered to E.C.I.S.D. by the CITY.

14.6 E.C.I.S.D. may terminate this Sublease as to all or any part of E.C.I.S.D.'s portion of the SITE at any time or from time to time upon thirty (30) days prior written notice to the CITY. E.C.I.S.D. agrees to complete, honor and perform, within said thirty (30) days any and all obligations and commitments then

existing (other than making any improvements under Articles II., VI. and VII. hereof) under this Sublease Agreement or other outstanding contracts and leases relating to its portion of the SITE, for the purposes, among other purposes, to prevent the attachment of liens on E.C.I.S.D.'S portion of the SITE.

XV.
ASSIGNMENT

15.1 E.C.I.S.D. shall not assign, sublet, sell, hypothecate or otherwise transfer its rights and obligations hereunder without the prior written approval by CITY and, in accordance with the Land Use Agreement, by CPS. No such assignment or sublease shall in any manner operate to release E.C.I.S.D. from the full performance of all the terms and conditions of this Agreement.

XVI.
DESTRUCTION OF PREMISES

16.1 In the event the SITE or any portion of said SITE is destroyed or rendered untenable by fire, storm, earthquake, or other casualty, this Sublease Agreement shall, at E.C.I.S.D.'s option, be at an end from such time and neither CITY nor E.C.I.S.D. shall have any obligation to restore the SITE or the demised premises herein; provided however, if E.C.I.S.D. does not exercise such option, then E.C.I.S.D. shall commence substantial restoration of its portion of the SITE within ninety (90) days after the date of such casualty loss.

XVII.
NOTICES

17.1 Wherever any notice, consent or approval is required or permitted hereunder, except under Section 14.1 or 14.5, such notice, consent or approval shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses as herein below set forth, or at such other addresses as the parties may hereafter designate by notice. For the purposes of Section 14.1 or 14.5, notice shall be deemed to be delivered ("initial delivery") five (5) days after (1) the same is deposited both in (a) the United States regular mail, postage prepaid, AND (b) in the United States registered or certified mail, postage prepaid, return receipt requested, in each instance addressed to the parties hereto at their respective addresses as hereinafter set forth, or at such other addresses as the parties may hereafter designate by notice; and (2) the same is given verbally by telephone or in person to the Superintendent or any Assistant Superintendent of E.C.I.S.D.. Under the Land Use Agreement, CPS is not required to give any notice to any lessee (i.e., sublessee herein) that may be affected by a notice otherwise

required to be given to CITY under said Land Use Agreement, but CITY agrees to give E.C.I.S.D. reasonable notice of any notice received by CITY which, in CITY's judgment, could affect the rights of E.C.I.S.D. hereunder.

XVIII.
WAIVER

18.1 CITY's failure to object to any default on the part of E.C.I.S.D. shall not be construed as a waiver thereof, nor shall any custom or practice that may arise between the parties in the course of administering this Agreement be construed as a waiver of, or to lessen, the right of CITY to insist upon compliance with the provisions hereof.

XIX.
CAPTIONS

19.1 The captions used in the Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender wherever the context requires. This Agreement shall not be construed against either party more or less favorably by reason of authorship or origin of language.

XX.
BINDING EFFECT

20.1 This Agreement and all of the terms and conditions contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. As previously stated, this sublease of a portion of the SITE by the CITY to E.C.I.S.D. is subject to the conditions and restrictions contained in that certain Land Use Agreement between CITY PUBLIC SERVICE and the CITY OF SAN ANTONIO referenced in Article III and elsewhere herein.

XXI.
RELATIONSHIP TO PARTIES

21.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

XXII.
TEXAS LAW TO APPLY

22.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XXIII.
SEVERABILITY

23.1 In the event any provision of this Agreement or the application thereof to any person or circumstances shall be finally determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XXIV.
AMENDMENT

24.1 This Agreement together with the authorizing ordinance constitute the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

XXV.
CPS EXTENSIONS/RESPONSIBILITY

25.1 This Agreement is subject to (1) the right of CPS to extend, maintain, construct and/or locate or relocate gas and/or electric lines or other utility related facilities on or across the SITE, including E.C.I.S.D.'s portion of the SITE, in the event that the need therefore arises; subject, however, to any and all Federal and State regulations affecting the same; and (2) the right of CITY to access on or across all portions of the SITE, including E.C.I.S.D.'s portion in accordance with the provisions of Section 5.1, above, and to exercise its rights and duties as Sublessor hereunder. Under the Land Use Agreement, CPS shall be responsible for the repair of any damage to property caused by such extensions, maintenance, construction, locations or relocations, if the property so damaged is E.C.I.S.D.'s property on the E.C.I.S.D. portion of the SITE. If this Sublease Agreement is terminated pursuant to the provisions of Section 14.5, then neither CITY nor CPS shall have the obligation or duty to reimburse E.C.I.S.D. for any expenses or costs associated with the removal, replacement, abandonment, or relocation. Under the Land Use Agreement, CPS shall be responsible for and shall bear all legal liability in connection with activities which are solely those of CPS, its agents and/or contractors on the SITE including liability of employees of CPS acting in the course and scope of their employment.

XXVI.
NONDISCRIMINATION

26.1 Any discrimination by E.C.I.S.D. against E.C.I.S.D.'S agents or employees, on account of race, color, sex, age, religion, handicap or national origin, in employment practices or in the use of or admission to the SITE, or their portion of said SITE, is prohibited, unless otherwise exempt therefrom by law.

XXVII.
HUNTING AND ALCOHOL PROHIBITED

27.1. It is agreed that no hunting or alcohol will be permitted on the E.C.I.S.D. portion of said SITE, and that appropriate rules will be placed in effect and enforced against the carrying or possession by any person of guns or firearms or alcohol of any kind upon E.C.I.S.D.'s portion of the SITE, except that firearms may be carried by designated armed guards and officers of the law authorized to carry firearms.

XXVIII.
CONFLICT OF INTEREST

28.1 E.C.I.S.D. and CITY acknowledge that Texas law prohibits contracts between the CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the officer or employee has a substantial financial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. E.C.I.S.D. acknowledges that, to the best of its knowledge, no person having a substantial financial interest in this Contract is an officer or employee of CITY, or any of its agencies.

XXIX.
HEADINGS

29.1 All headings in this Contract have been inserted for convenience and reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

XXX.
AUTHORITY

30.1 Each signer of this Agreement hereby represents that he or she has full authority to execute this Agreement on behalf of the indicated entity.

XXXI.
RECEIPT OF LAND USE AGREEMENT

31.1 EAST CENTRAL INDEPENDENT SCHOOL DISTRICT hereby accepts and acknowledges receipt on even date herewith of delivery from the CITY OF SAN ANTONIO of that certain Land Use Agreement between CITY PUBLIC SERVICE BOARD and the CITY OF SAN ANTONIO dated effective October 15, 1990, as amended, being the agreement attached as Exhibit "B" [see §3.1] to this Sublease Agreement.

EXECUTED to be effective the 30th day of August, 1991 ("Effective Date").

ATTEST:

City Clerk

CITY OF SAN ANTONIO, a Texas municipal corporation

By:

Its: Asst City Manager

Address: P.O. Box 839966
San Antonio, TX 78283-3966
ATTN: City Clerk

EAST CENTRAL INDEPENDENT SCHOOL DISTRICT

By: Wayne Simmons

Its: President

Address: 6634 New Sulphur Springs Road
San Antonio, TX 78263-9701

ECISD:CalaverasPrk/A

20-90

FIELD NOTES
FOR

A 146.725 ACRE TRACT OF LAND, OUT OF THE MIGUEL GORTARIS SURVEY NO. 7, ABSTRACT 256, COUNTY BLOCK 5140, AND THE MANUEL MONJARAS SURVEY NO.6 ABSTRACT 463, COUNTY BLOCK 5146, ALL SITUATED WITHIN BEXAR COUNTY, TEXAS, THE SAID 146.725 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At an iron pin found on the Northeast RIGHT-OF-WAY line of New Sulphur Springs Road, said point having State Plane Coordinates - South Central Zone of North 549,347.50 feet and East 2,228,051.31 feet, same point being the Southwest corner of a 26.38 acre tract of land as recorded in Volume 6021, Pages 951-953 of the Deeds Records of Bexar County, Texas, said point also being the Southwest corner of the herein described tract of land;

THENCE: N 14°04'47" E, 299.85 feet to an iron pin found at an angle point;

THENCE: N 23°19'08" W, 615.56 feet to an iron pin found at an angle point;

THENCE: N 77°00'37" W, 624.34 feet to an iron pin found at an angle point;

THENCE: N 14°06'42" E, 857.05 feet to an iron pin found at an angle point;

THENCE: S 65°51'29" E, 252.83 feet to an iron pin found at an angle point;

THENCE: N 41°58'35" E, 2,074.84 feet to an iron pin found at an angle point;

THENCE: N 14°08'25" E, 534.93 feet to an iron pin found at an angle point;

THENCE: N 34°10'08" W, 1,424.05 feet to a fence post found at an angle point;

THENCE: N 15°25'57" W, 1,016.42 feet to an iron pin found at the Northwest corner of a 4.30 Acre tract of land as recorded in Volume 6121, Pages 453-455 of the Deed Records of Bexar County, Texas. Said point having State Plane Coordinates - South Central Zone of North 555,290.94 feet and East 2,228,160.01 feet, same point also being the most Northwesterly corner of the herein described tract of land;

THENCE: S 77°30'43" E, 299.85 feet to an iron pin found at the Northeast corner of a 6.08 Acre tract of land as recorded in Volume 5851, Pages 260-262 of the Deed Records of Bexar County, Texas; said point also being the Northeast corner of the herein described tract of land;

THENCE: S 26°01'55" E, 1,750.63 feet to an iron pin found at an angle point;

THENCE: S 76°33'52" E, 389.00 feet to an iron pin found at an angle point;

THENCE: N 09°56'52" E, 584.60 feet to an iron pin found at an angle point;

THENCE: S 78°09'16" E, 200.08 feet to an iron pin found at an angle point;

THENCE: S 07°44'14" W, 670.18 feet to an iron pin found at an angle point;

THENCE: S 17°40'45" W, 1,343.23 feet to an iron pin found at an angle point;

THENCE: S 77°01'46" W, 431.82 feet to an iron pin found at an angle point;

THENCE: S 36°06'35" W, 799.82 feet to an iron pin found at an angle point;

THENCE: S 79°38'00"E, 749.83 feet to an iron pin found at an angle point;

THENCE: S 20°47'20" W, 700.24 feet to an iron pin found at an angle point;

THENCE: S 04°25'04" E, 769.77 feet to an iron pin found at an angle point;

THENCE: S 45°08'33" W, 388.64 feet to an iron pin found at an angle point;

THENCE: S 20°39'53" W, 275.02 feet to an iron pin found at an angle point;

THENCE: S 00°59'14" E, 120.97 feet to an iron pin set on the Northeast RIGHT-OF-WAY line of New Sulphur Road, said point having State Plane Coordinates - South Central Zone of North 540,713.90 feet and East 2,228.970.49 feet, same point being the Southeast corner of a 16.86 acre tract of land as recorded in Volume 6307, Pages 614-616 of the Real Property Records of Bexar County, Texas, and the Southeast corner of the herein described tract of land;

THENCE: N 51°41'09" W, 650.77 feet along the said Northeast RIGHT-OF-WAY line to an iron pin set an an angle point;

THENCE: N 42°25'40" W, 250.83 feet continuing along the said RIGHT-OF-WAY line to an iron pin set at an angle point;

THENCE: N 56°22'01" W, 299.46 feet continuing along the said Northeast RIGHT-OF-WAY line to the POINT-OF-BEGINNING AND POINT-OF-CLOSURE, containing 146.725 Acres (6,391,337 square feet) of land , more or less, in Bexar County, Texas.

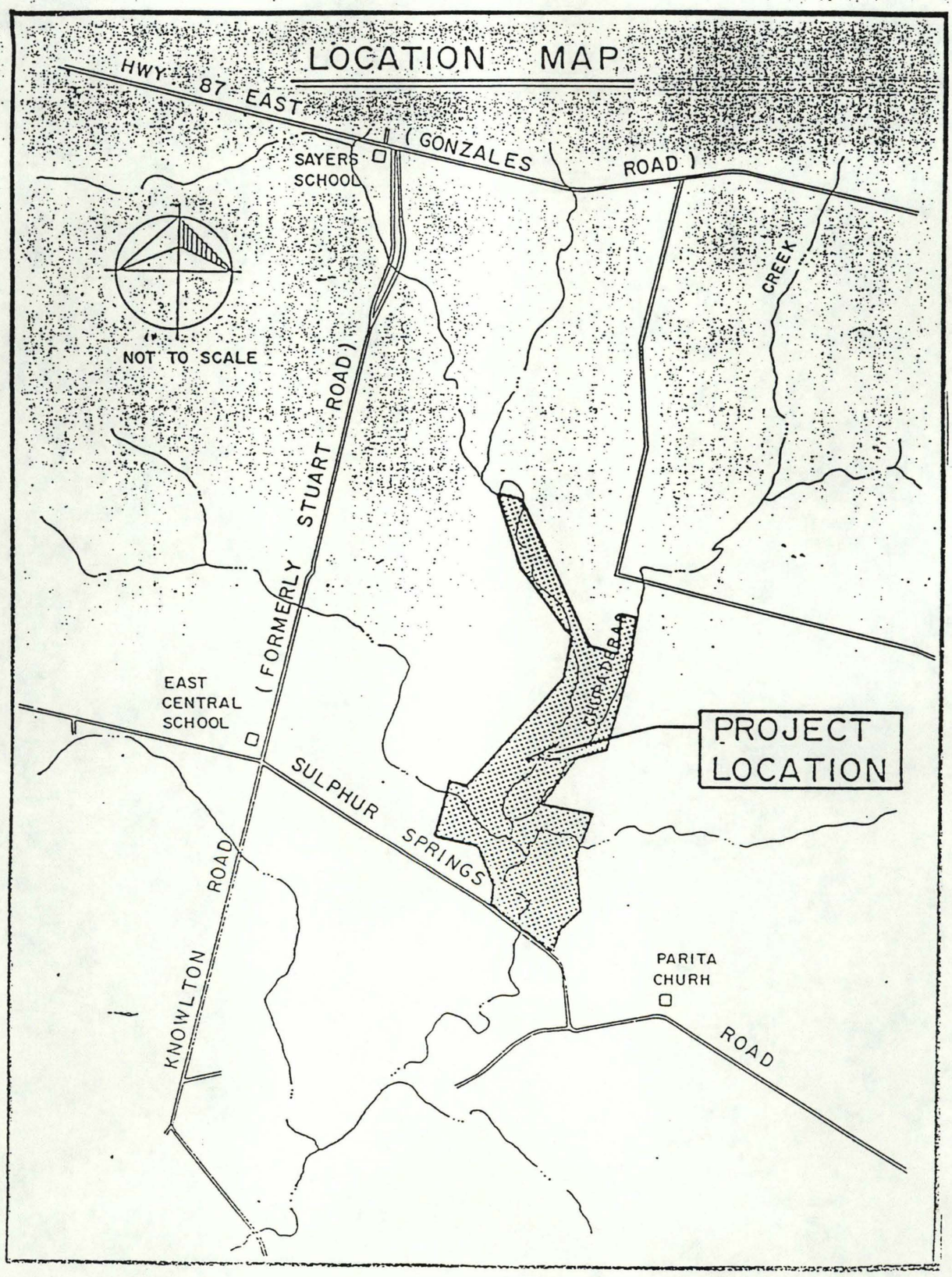

LOCATION MAP
HWY. 87 EAST
(GONZALES ROAD)
SAYERS SCHOOL
NOT TO SCALE
(FORMERLY STUART ROAD)
CREEK
EAST CENTRAL SCHOOL
CHORRERA
PROJECT LOCATION
SULPHUR SPRINGS
ROAD
KNOWLTON
PARITA CHURH
ROAD

EXHIBIT "C"
MASTER PLAN

GIRL SCOUTS

San Antonio Area Council of Girl Scouts, Inc.
10443 Gulfdale
San Antonio, Texas 78216
(512) 349-2404

SOUTHEAST PARK: SITE USAGE PLAN

The site usage of the proposed southeast park is divided into six major sections. The proposed development is envisioned as minimal impact construction, primitive camping, defined by the parameters of the existing Chupaderas Creek flood plain.

BUFFER ZONE:

The buffer zone will be an area of limited development. This area will serve as a visual and physical vegetative barrier between camp and adjoining properties. Included within this area will be service roads, entry/exit areas, and camp area access.

CAMP AREAS:

Located throughout this zone will be various levels of primitive camping areas as well as camp support facilities. ie. eating/cooking, latrine/bathing, storage, meeting, etc...

ENTRY/ORIENTATION AREA

Within the zone will be located the ranger/caretaker/administrative facility. This area will also serve as the primary parking. Also included will be the maintenance/service area.

CREEK/FLOOD AREA:

Minimal development to allow the integrity of the flood plain to remain intact.

CORE AREA:

This area will support most field activities. ie. games, gathering, picnics, etc. The purpose is to provide a central, recognizable "core" area to promote troop and team activities. Minimal development, informal open space structure.

NATURE TRAILS/CONSERVANCY AREA

Development in this zone will be similar to the Creek/Flood Area. Interpretive trails for nature studies, observation platforms, and informal meeting areas are proposed.

City Public Service

of

San Antonio, Texas

September 17, 1991

James K. Lowry, Jr.
Foster, Lewis, Langley, Gardner & Banack Inc.
1100 NBC Plaza
112 E. Pecan
San Antonio, Texas 78205

RE: City of San Antonio/Girl Scouts
Sublease Agreement for portions of Calaveras Park

Dear Jim:

This letter is written on behalf of City Public Service to evidence approval of the Sublease Agreement between the City of San Antonio and your client, San Antonio Area Council of Girl Scouts Inc. The sublease was authorized to be executed by the City Manager pursuant to Ordinance No. 74205. This written approval is given pursuant to the terms of the original Land Use Agreement between the City and CPS, as amended.

Sincerely,

Nelson A. Clare
Environmental Counsel
Legal Services

The above referenced Sublease Agreement is approved:

City Public Service

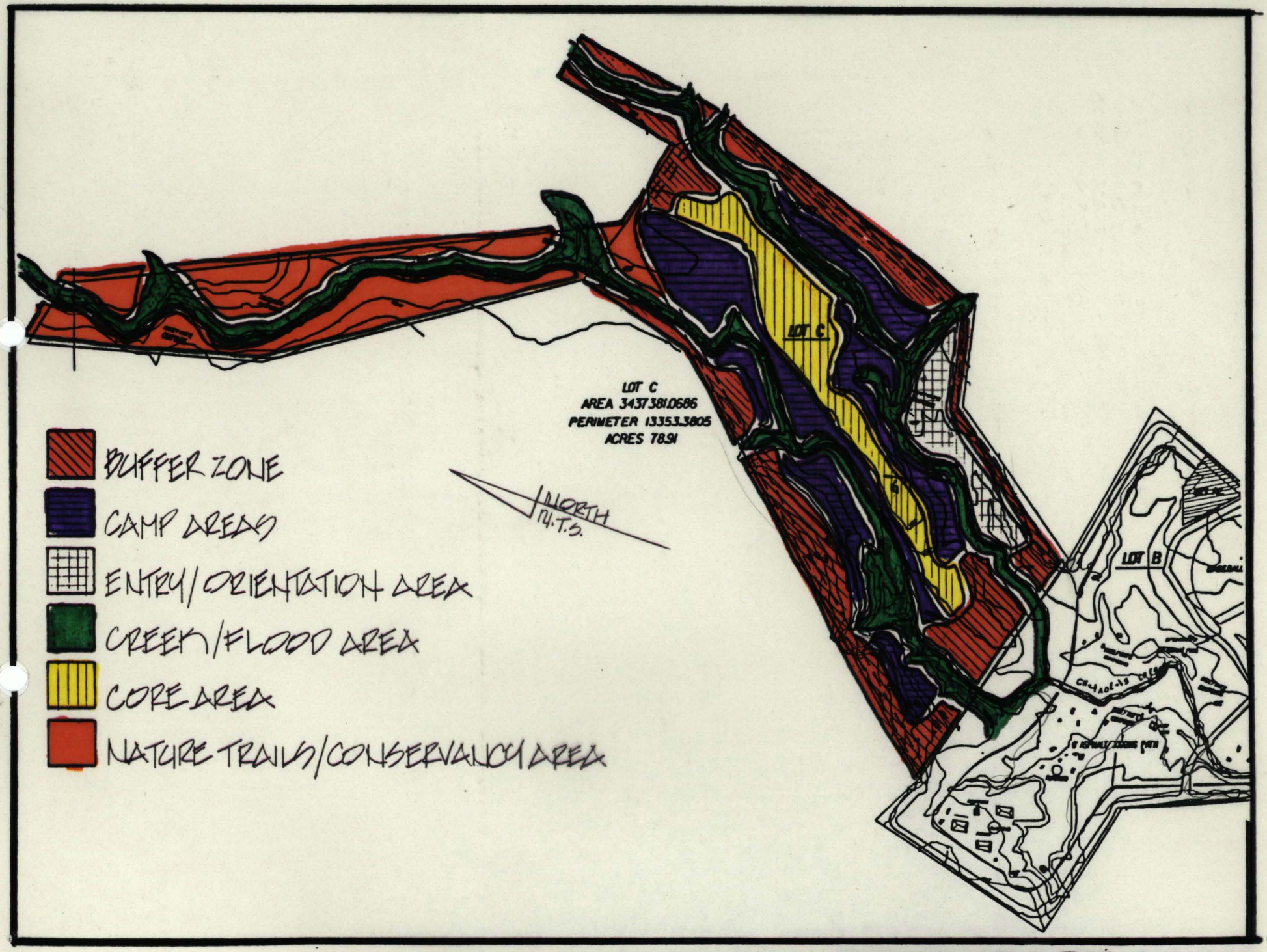
By: Arthur von Rosenberg

Its: General Manager

NAC:slk

cc: Mr. Warner Fassnidge ✓
Assistant City Attorney
Real Estate Section
P. O. Box 839966
San Antonio, Texas 78283-3966

/d20/lowrygs ltr/



SOUTHEAST PARK

PROPOSED MASTER PLAN 1/27/91

Pages 1, 2, and 3 of this Exhibit "A" contain the legal description of the entire 146.725 acre Site. Pages 4 and 5 of this Exhibit "A" contain the legal description of, and Page 6 of this Exhibit "A" contains a drawing of, the 68.857 acre portion of the Site being subleased hereunder to East Central Independent School District.

JOB NO. 90-1003
CITY PUBLIC SERVICE

FIELD NOTES FOR
146.725 ACRES

A 146.725 ACRE TRACT OF LAND, OUT OF THE MIGUEL GORTARIS SURVEY NO. 7, ABSTRACT 256, COUNTY BLOCK 5140, AND THE MANUEL MONJARAS SURVEY NO. 6 ABSTRACT 463, COUNTY BLOCK 5146, ALL SITUATED WITHIN BEXAR COUNTY, TEXAS, THE SAID 146.725 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At an iron pin found on the Northeast RIGHT-OF-WAY line of New Sulphur Springs Road, said point having State Plane Coordinates - South Central Zone of North 549,347.50 feet and East 2,228,051.31 feet, same point being the Southwest corner of a 26.38 acre tract of land as recorded in Volume 6021, Pages 951-953 of the Deeds Records of Bexar County, Texas, said point also being the Southwest corner of the herein described tract of land;

THENCE: N 14°04'47" E, 299.85 feet to an iron pin found at an angle point;

THENCE: N 23°19'08" W, 615.56 feet to an iron pin found at an angle point;

THENCE: N 77°00'37" W, 624.34 feet to an iron pin found at an angle point;

THENCE: N 14°06'42" E, 857.05 feet to an iron pin found at an angle point;

THENCE: S 65°51'29" E, 252.83 feet to an iron pin found at an angle point;

THENCE: N 41°58'35" E, 2,074.84 feet to an iron pin found at an angle point;

THENCE: N 14°08'25" E, 534.93 feet to an iron pin found at an angle point;

THENCE: N 34°10'08" W, 1,424.05 feet to a fence post found at an angle point;

THENCE: N 15°25'57" W, 1,016.42 feet to an iron pin found at the Northwest corner of a 4.30 Acre tract of land as recorded in Volume 6121, Pages 453-455 of the Deed Records of Bexar County, Texas. Said point having State Plane Coordinates - South Central Zone of North 555,290.937 feet and East 2,228,160.014 feet, same point also being the most Northwesterly corner of the herein described tract of land;

THENCE: S 77°30'43" E, 299.85 feet to an iron pin found at the Northeast corner of a 6.08 Acre tract of land as recorded in Volume 5851, Pages 260-262 of the Deed Records of Bexar County, Texas, said point also being the Northeast corner of the herein described tract of land;

JOB NO. 90-1003
CITY PUBLIC SERVICE

THENCE: S 26°00'41" E, 676.48 feet to an iron pin found at an angle point;

THENCE: S 26°01'55" E, 1,750.63 feet to an iron pin found at an angle point;

THENCE: S 76°33'52" E, 389.00 feet to an iron pin found at an angle point;

THENCE: N 09°56'52" E, 584.60 feet to an iron pin found at an angle point;

THENCE: S 78°09'16" E, 200.08 feet to an iron pin found at an angle point;

THENCE: S 07°44'14" W, 670.18 feet to an iron pin found at an angle point;

THENCE: S 17°40'45" W, 1,343.23 feet to an iron pin found at an angle point;

THENCE: S 77°01'46" W, 431.82 feet to an iron pin found at an angle point;

THENCE: S 36°06'35" W, 799.82 feet to an iron pin found at an angle point;

THENCE: S 79°38'00" E, 749.83 feet to an iron pin found at an angle point;

THENCE: S 20°47'20" W, 700.24 feet to an iron pin found at an angle point;

THENCE: S 04°25'04" E, 769.77 feet to an iron pin found at an angle point;

THENCE: S 45°08'33" W, 388.64 feet to an iron pin found at an angle point;

THENCE: S 20°39'53" W, 275.02 feet to an iron pin found at an angle point;

THENCE: S 00°59'14" E, 120.97 feet to an iron pin set on the Northeast RIGHT-OF-WAY line of New Sulphur Road, said point having State Plane Coordinates - South Central Zone of North 548,713.98 feet and East 2,228,978.49 feet, same point being the Southeast corner of a 16.86 acre tract of land as recorded in Volume 6307, Pages 614-616 of the Real Property Records of Bexar County, Texas, and the Southeast corner of the herein described tract of land;

THENCE: N 51°41'09" W, 650.77 feet along the said Northeast RIGHT-OF-WAY line to an iron pin set at an angle point;

THENCE: N 42°25'40" W, 250.83 feet continuing along the said RIGHT-OF-WAY line to an iron pin set at an angle point;

JOB NO. 90-1003
CITY PUBLIC SERVICE

THENCE: N 56°22'01" W, 299.46 feet continuing along the said Northeast RIGHT-OF-WAY line to the POINT-OF-BEGINNING and POINT-OF-CLOSURE, containing 146.725 Acres (6,391,337 Square Feet) of land, more or less, in Bexar County, Texas.

TRAVIS-BRAUN AND ASSOCIATES, INCORPORATED

STATE OF TEXAS
REGISTERED
LON W. TRAVIS
2681
PROFESSIONAL
SURVEYOR

August 14, 1991

JOB NO. 90-1003
EAST CENTRAL
SCHOOL DISTRICT AREA

FIELD NOTES FOR
68.857 ACRES

68.857 ACRES (2,999,418.41 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF THE MIGUEL GORTARIS SURVEY NUMBER 7, ABSTRACT NUMBER 256, COUNTY BLOCK 5140, AND THE MANUEL MONJARAS SURVEY NUMBER 6, ABSTRACT NUMBER 461, COUNTY BLOCK 5146, ALL SITUATED WITHIN BEXAR COUNTY, TEXAS, SAID 68.857 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING: At an iron pin found on the North RIGHT-OF-WAY line of the New Sulphur Springs Road and the property line between a 26.38 acre tract of land as recorded in Volume 6021, Pages 951-953, known as P-29B, and a 10.6 acre tract of land as recorded in Volume 6141, Page 150, known as P-27A, both located in the Deed Records of Bexar County, Texas, for the southwest corner and POINT-OF-BEGINNING of the herein described 68.857 acre tract of land, said point having State Plane Coordinates - South Central Zone of Y= 549,347.50 feet and X= 2,228,051.31 feet;

THENCE: N 14°04'47" E, a distance of 299.85 feet along the aforementioned property line to an iron pin found in same;

THENCE: N 23°19'08" W, a distance of 615.56 feet to an iron pin found in same;

THENCE: N 77°00'37" W, a distance of 624.34 feet to an iron pin found in same;

THENCE: N 14°06'42" E, a distance of 857.05 feet to an iron pin found for an angle point and the northwest corner of the herein described 68.857 acre tract of land, said point having State Plane Coordinates - South Central Zone of Y= 551,175.14 feet and X= 2,227,481.18 feet;

THENCE: S 65°51'29" E, a distance of 252.83 feet to an angle point in same;

THENCE: S 76°08'06" E, a distance of 1,123.43 feet to an angle point in same;

THENCE: S 79°38'00" E, a distance of 749.83 feet to an iron pin found for an angle point and the northeast corner of the herein described 68.857 acre tract of land, said point having State Plane Coordinates - South Central Zone of Y= 550,667.59 feet and X= 2,229,540.19 feet;

THENCE: S 20°47'20" W, a distance of 700.24 feet to an iron pin found in same;

THENCE: S 04°25'04" E, a distance of 769.77 feet to an iron pin found in same;

THENCE: S 45°08'33" W, a distance of 388.64 feet to an iron pin found in same;

JOB NO. 90-1003
EAST CENTRAL
SCHOOL DISTRICT AREA

THENCE: S 20°39'53" W, a distance of 275.02 feet to an iron pin found in same;

THENCE: S 00°59'14" E, a distance of 120.97 feet to an iron pin set on the aforementioned North RIGHT-OF-WAY line for an angle point and the Southeast corner of the herein described 68.857 acre tract of land, said point having State Plane Coordinates - South Central Zone of X= 548,593.06 feet and X= 2,228,980.49 feet;

THENCE: Continuing along the aforementioned North RIGHT-OF-WAY line, the following courses and distances numbered 1 thru 3 as follows:

1) N 51°41'09" W, a distance of 650.77 feet to an iron pin set in same,
2) N 42°25'40" W, a distance of 250.83 feet to an iron pin set in same, and
3) N 56°22'17" W, a distance of 299.46 feet to the POINT-OF-BEGINNING and containing 68.857 Acres (2,999,418.41 Square Feet) of land, more or less.

TRAVIS-BRAUN AND ASSOCIATES, INCORPORATED

STATE OF TEXAS
REGISTERED
LON W TRAVIS
2930
PROFESSIONAL
SURVEYOR

August 14, 1991

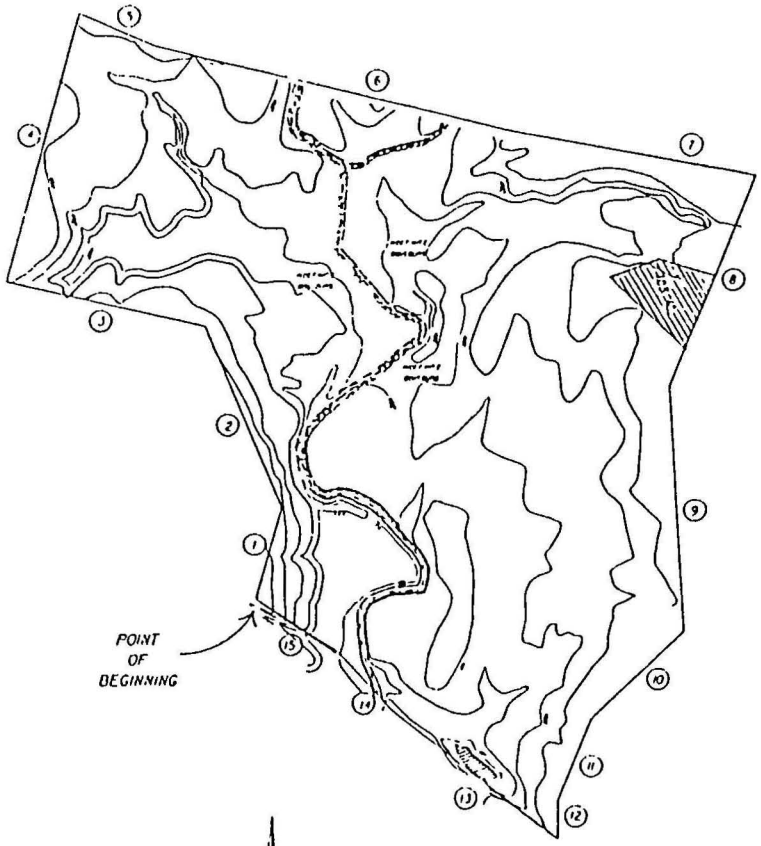
EXHIBIT "A"
(Page 6 of 6)

EAST CENTRAL AREA

Line Dir's

1	N14 04 47 E	299.05
2	N23 19 03W	615.56
3	N77 07 37W	624.34
4	N14 06 42E	157.05
5	S65 51 29E	252.83
6	S76 08 45E	112.34
7	S29 38 02E	749.83
8	S20 42 20W	100.24
9	S04 25 04E	169.22
10	S45 08 33W	388.64
11	S20 39 53W	275.02
12	S03 59 11E	120.97
13	N56 41 09W	650.77
14	N42 25 40W	250.83
15	N56 22 00W	299.16

68.857 acres



SCALE 1" = 200'

EAST CENTRAL SCHOOL D
AREA

CITY PUBLIC SER
SAN ANTONIO TEXAS

CAD DRAWING
GRID

EXHIBIT "B"

AMENDED LAND USE AGREEMENT FOR CALAVERAS PARK

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AMENDED LAND USE AGREEMENT FOR CALAVERAS PARK

THIS AGREEMENT amends the Land Use Agreement for Calaveras Park property ("the Land Use Agreement") originally executed to be effective the 21st day of October, 1990. The Land Use Agreement by and between the City Public Service Board of San Antonio (hereinafter referred to as "CPS"), a municipal gas and electric utility organized in and having its principal office and place of business at 145 Navarro Street, P. O. Box 1771, San Antonio, Texas 78296, acting pursuant to CPS Board Resolution passed and approved the 24th day of September 1990; and the City of San Antonio (hereinafter called "the CITY"), a Texas municipal corporation, acting pursuant to Ordinance No. 72473, passed and approved the 11th day of October, 1990, is hereby amended to provide as follows:

WITNESSETH:

WHEREAS, the CITY is engaged in providing various parks and recreational programs and services to the community; and

WHEREAS, by this Agreement, CITY proposes to provide, and make available, land for park programs and services from the hereinafter described Calaveras Park Project Site (hereinafter referred to as "the SITE") and to thereby enhance the actual use of such land for the purpose of providing and making available recreational programs, services and facilities to the public; and

WHEREAS, CPS is vested with the management and control of the electric and gas systems of the CITY, including extensions thereof and improvements thereto, and CPS currently has control of the SITE; and

WHEREAS the CITY, through its various departments, including the Parks and Recreation Department, has proposed that the SITE be made available for park purposes, the community having expressed a need for park facilities and it being recognized that benefits would accrue to citizens of the area by having park facilities developed on the SITE; and

WHEREAS, CPS is willing to relinquish control and management of the SITE to the CITY for such purposes, subject to the reservations contained herein; and

WHEREAS, in order to carry out its proposal, the CITY intends, among other things, to manage and operate the SITE for recreational use, including development of recreational facilities, sports fields, picnic facilities, camping facilities, pedestrian trails, playgrounds, pavilions, and related infrastructure; and

WHEREAS, the CITY will carry out its proposal to use, and allow the use of, the SITE for park purposes through its own resources and those of other entities, including public and not-for-profit organizations; and

WHEREAS, CPS and the CITY believe that it would be in the best interest of the public to use the SITE in a manner consistent with the desire of the CITY to provide, and allow use of the SITE for, park programs and services; and

WHEREAS, CPS is willing to enter into an Agreement with the CITY for such purposes; and

WHEREAS, the development of the SITE for park purposes requires that the CITY use and control the SITE through its various departments, including Parks and Recreation Department, in order to properly locate, plan, design, operate and maintain the contemplated recreational facilities; and

WHEREAS, CPS has no current plans for use of the SITE which are inconsistent with the use of the SITE for park and recreation purposes;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I.
DEMISE OF PREMISES

1.1 CPS does hereby relinquish and transfer to the CITY, and the CITY does hereby accept from CPS, the management and control of the public use of that

certain real property, (herein referred to as the Calaveras Park Project Site, or "the SITE") which is described and shown in Exhibit A attached hereto, and which contains approximately 144 acres of land described in that one certain conveyance as part of CPS electric and gas system dated February 1, 1951, and recorded in Volume 2966, Page 287-376 of the Deed Records of Bexar County, Texas.

II.
CONSIDERATION

2.1 The use and occupancy of the SITE by the CITY is in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration.

III.
TERM/OPTION TO RENEW

3.1 The term of this Agreement shall commence upon the effective date hereof and shall continue in full force and effect until December 31, 2014, unless terminated sooner as hereinafter provided or as provided in Article XIII set out below.

3.2 CPS hereby grants to the CITY the option to renew and extend the original term of this base Agreement for two (2) additional periods of twenty-five (25) years each. Each of the two renewal options shall be exercised by CITY upon the tendering of written notice to CPS advising of CITY'S intent to so exercise the option and so extend the term. Such notice shall be given at least six (6) months prior to the expiration date of the then-current term.

IV.

INGRESS AND EGRESS

4.1 The CITY, its agents, employees and contractors, shall at all times have the right of ingress and egress over and across the SITE in order to have reasonable access to the SITE and otherwise to carry out the purpose and intent of this Agreement. CPS, its agents, employees and contractors shall also have, at all times, the right of ingress and egress over and across the SITE in order to carry out its functions as a municipal gas and electric utility. Provisions for ingress and egress which are appropriate to any lessees of CITY shall be provided in each of the Lease Agreements between CITY and any of its lessees. To the extent required in order to effect transfer of control of the SITE, CPS also relinquishes control of any approach or entrance to SITE to CITY. Any such approach may be relocated at the discretion of the CITY.

V.

USE AND DEVELOPMENT OF FACILITIES

5.1 The SITE is made up of floodplain and flood control area. The SITE shall be used for park purposes which shall include but not be limited to public recreation and related activities. The planning, construction, and maintenance of any roads, fencing, picnic areas, sports complex recreation buildings, camping facilities, pedestrian trails, playgrounds, pavilions, related infrastructure and such other recreation facilities, as CITY may deem proper to utilize the SITE, may be developed on the SITE; however, all such uses and development shall be conducted at all times and in such manner as to not interfere with or limit the usefulness of the SITE for the primary flood control purposes for which the same are held by CPS. Any use, development or activity undertaken by CITY or any lessee of CITY shall be at no cost or expense to CPS. CPS has installed fencing around the perimeter of the SITE; however, any additional fencing deemed necessary by CPS and CITY to prevent intrusion into CPS plant property by unauthorized individuals shall be maintained on the SITE by CITY and its lessees.

5.2 It is anticipated that the SITE, or parts of the SITE, will be leased by CITY to individual entities. If any such lessee utilizes the SITE, or any part thereof, for any purpose other than those permitted above, CPS shall have at its option, and subject to the right-to-cure provision in Article XIII hereof, the right to terminate this Agreement as to that lessee's demised premises. CITY as lessor shall require any such lessees to so utilize their respective demised premises in a manner consistent with the limitations on use of the SITE stated above. Failure to use the SITE, or a particular portion of the SITE, for park purposes as stated above shall be a default for which this Agreement may be terminated as to that portion of the SITE, subject to a right to cure provision contained herein; and failing cure of the condition of default as provided in Article XIII hereof, the CITY and any of its lessees shall surrender such portion(s) of the SITE area to CPS upon sixty (60) days written notice to CITY of such termination.

5.3 CITY agrees that use of the SITE by CITY and/or any of CITY'S lessees is subordinate, in accordance with Sections 5.1, 13.6, and 24.1 hereof, to CPS's operations and to any recorded encumbrances existing on, over or under the property as of the effective date hereof. With regard to this paragraph, CPS operations include, but are not limited to, any activity which is deemed necessary or desirable, in the sole discretion of CPS, to perform the functions associated with a gas and electric utility.

VI.
REVIEW OF FACILITY PLANS

6.1 The CITY shall submit to the General Manager of CPS or the General Manager's designee, for CPS review, all plans for proposed improvements described in or contemplated by Article V hereof or for any other improvements proposed to be made or constructed on the SITE by the CITY, or any of its lessees.

6.2 CPS, through its General Manager or the designee of the General Manager, shall respond to CITY within thirty (30) calendar days from the date the plans for proposed improvements are submitted pursuant to Section 6.1, and such response shall specify in reasonable detail any objections to the plans. If CPS fails to respond within such thirty (30) day period, it is presumed that CPS has no objections to the plans.

6.3 The CITY shall be responsible for ensuring that any and all permits, licenses and authorizations are obtained which are necessary to undertake any activities conducted at the SITE by CITY or any of its lessees. CITY and each lessee of CITY shall comply with all federal, state, county and city statutes, laws and ordinances regulating any such activity and shall be responsible for any claim or liability arising from or based on any violations of the same, including any and all expense or cost related thereto.

VII.
MAINTENANCE AND OPERATION

7.1 The CITY shall maintain and operate, or cause to be maintained and operated, at no cost or expense to CPS, all of the grounds of the SITE and all of the facilities and amenities constructed thereon in a good and safe condition comparable to similar grounds and facilities owned and operated by the CITY.

VIII.
UTILITIES

8.1 The CITY, and/or its respective lessees, shall provide or cause to be provided, all desired utility services, including gas, water, sewer, electricity and telephone to the grounds, athletic fields, or to improvements at no cost or expense to CPS and shall be responsible for all connection charges therefore, at no cost or expense to CPS.

8.2 The CITY, or its respective lessees, shall also be responsible, at no cost or expense to CPS, for all utilities used or consumed in or upon the SITE, including all outside lighting installed or connected by or for the CITY.

8.3 In no event shall CPS be held liable or responsible for the furnishing of any such utilities; and CPS shall not be liable for any damage or liability arising from the interruption of any such utilities unless resulting from the sole, active negligence of CPS.

IX.

CONDITION OF PREMISES

9.1 The CITY and its respective lessees agree to accept possession and control of the SITE areas in the condition in which they exist at the effective date of the respective land use and lease agreements for the SITE, or any portion thereof. The use of the SITE by the CITY, and any lessee of CITY, shall be at CITY'S risk, and at the risk of the respective lessee or other user, unless otherwise provided herein.

9.2 CITY shall also be responsible for all public property located within the SITE including all existing property of CPS; and shall make its best efforts to ensure that any lessee of the SITE, or any part thereof, shall be responsible for private property on the SITE, and for CPS property on the SITE. CPS does not warrant or represent that the SITE is habitable or useable for any particular purpose, and CPS expressly disclaims all such warranties. CPS does not guarantee or warrant fire protection of any kind or in any manner.

X.

INSURANCE

10.1 During the entire term of this Agreement the CITY shall provide evidence of any existing insurance or shall declare whether it is self-insured with respect to the SITE or activities conducted thereon. However, in connection with the SITE and/or activities conducted thereon, CITY shall require, and ensure

that, all of its lessees maintain the following insurance coverages, as a minimum, with policies issued by a company or companies qualified to do business in the State of Texas and acceptable to the City of San Antonio, in the following types and amounts:

Type	Amount
1. Workers' Compensation and Employer's Liability	Statutory $100,000.00 each occurrence
2. Comprehensive General (Public) Liability - to include coverage for the following where the exposure exists: A) Premises/Operations B) Independent Contractors C) Products/Completed Operations D) Personal Injury E) Contractual Liability F) Legal Liquor Liability	$500,000.00 combined single limit coverage
3. Comprehensive Automobile Liability Insurance- to include coverage for: A) Owned/Leased Automobiles B) Non-Owned Automobiles C) Hired Automobiles	$500,000.00

4. Property Insurance for physical damage to the property of the City including improvements and betterments to leased property.
80% of Replacement Cost

10.2 The CITY agrees that with respect to the above required insurances, the City of San Antonio shall require each of its lessees to:

A) Name the CITY as additional named insured/or an insured, as its interest may appear;

B) Provide sixty (60) days advance notice, in writing, of any cancellation or material change.

C) Be provided with Certificates of Insurance evidencing the above required insurances, prior to the commencement of this Lease and thereafter with certificates evidencing renewals or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Said Notice and Certificates shall be provided to:

1) City Public Service
P. O. Box 1771
San Antonio, TX 78296
Attn: Insurance

2) City Clerk
P. O. Box 839966
San Antonio, TX 78283-3966

XI.

CITY'S RESPONSIBILITY

11.1. As between CPS and CITY, CITY agrees to be fully responsible for all claims, liens, encumbrances, actions, loss, damage, expenses, and/or liability arising from or growing out of loss of or damage to property, including CPS's property, or injury to or death of any person, including but not limited to, the

employees of either party, and the public, which results in any manner whatsoever, directly or indirectly, by reason of the acts, omissions or conduct of employees, contractors, agents or the public in exercise of the rights hereby granted to the CITY, or granted by the CITY to any of its lessees, for use of or occupancy of the SITE, except to the extent that the injury, death or damage is caused by the gross negligence of CPS, its agents, employees or Contractors. It is the express intention of the parties, including any lessee of CITY, that the attribution of responsibility provided for in this paragraph is a protection to CPS by CITY and others for events, injuries and damages which are, or which are said to be, the consequences of CPS' negligence, or alleged negligence including where same is the concurring cause of the injury, death, or damage; excluding only those injuries, death or damage caused by the gross negligence of CPS or solely resulting from CPS activities on the SITE. The attribution of responsibilities contained herein shall survive the termination hereof.

The parties further agree that any lease of the SITE or any portion thereof shall contain either indemnification provisions whereby lessee agrees to indemnify and holds harmless CITY and CPS in a manner consistent with this Section, or allocation of responsibility provisions consistent with this Section, such indemnification or allocation of responsibility provisions to include appropriate protections against the claims and causes of action referred to in section 12.2 below.

XII.
INSPECTION

12.1 The CITY agrees to conduct, or cause to be conducted by its lessees or otherwise, inspections of the SITE at reasonable times to insure that fire, safety and sanitation regulations and other provisions contained herein or in the City Code (if applicable) are being adhered to by the CITY or any occupants of the SITE. CITY or its respective lessees shall at all times maintain the SITE in a clean and sanitary condition.

12.2 Excluding any liability for pre-existing adverse environmental conditions relating strictly to the release or threat of release of hazardous substances and solid waste, as those terms are defined in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, and in the Health and Safety Code of the State of Texas, as those Acts, as amended, and those circumstances existed on the effective date hereof, which liability, if any, CPS hereby accepts as among CPS, the City, East Central Independent School District ("E.C.I.S.D."), and the San Antonio Area Council of Girl Scouts, Inc. ("G.S.I."), the CITY hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the SITE either with or without the consent of the CITY; and including all of the CITY'S invitees, lessees, employees, and contractors, arising as a result of the use of any of the SITE and the presence or condition of all structures and personal property located or to be located on the SITE.

XIII.
TERMINATION

13.1 The following shall constitute an event of default under this Agreement:

A) Interference. The CITY or any of its lessees interferes with the use of the SITE by CPS for the purposes described in Sections 5.1 or 24.1 hereof, and such interference continues or recurs unreasonably after 30 days from the date of delivery to the CITY by CPS of written notice of such interference.

B) Abandonment. The CITY and its lessees shall abandon, vacate or cease operations and maintenance on the SITE and if such abandonment continues for a period of thirty (30) days after the delivery to City by CPS of written notice of abandonment. The terms "abandon, vacate, or cease operations and maintenance" shall mean to give up the property without the intention of returning;

C) Other Obligations and Opportunity to Cure Default. The CITY shall fail to perform any obligation, covenant or condition or to comply with any of the provisions of this Agreement and such failure shall continue after thirty (30)

days from the date of delivery to the CITY by CPS of written notice of such failure;

D) Civil Unrest. In times of civil unrest, or the threat of civil unrest, to be determined in the sole discretion of CPS, national emergency or under wartime conditions so as to prevent or lessen the danger of sabotage or other physical harm to CPS's facilities on and adjacent to the area; or

E) Notice to Lessees. Failure of the CITY to include in any lease of any portion of the SITE the notice specified in paragraph 19.1.

13.2 Upon the occurrence of an event of default, CPS shall have one or more of the following remedies:

A) Termination. Subject to the provisions contained in paragraphs 13.1(A), (B) and (C) hereof, relating to notice to CITY and opportunity of CITY to cure, CPS may terminate this Lease as to the affected portion of the SITE by thirty (30) days written notice to the CITY. No re-entry or other act performed or omitted by CPS shall be deemed to have terminated this Agreement unless CPS shall expressly notify the CITY in writing that CPS has elected to terminate this Agreement. As to CPS remedies, the default by a lessee of a given portion of the SITE shall not affect the lease of any other lessee (of a different portion of the SITE), conditioned upon the nondefaulting lessee otherwise being in compliance with its lease agreement.

B) Re-Entry. CPS may re-enter the SITE.

C) Reletting. With or without terminating this Agreement, CPS may relet the SITE or any part thereof, either in the name of CPS or otherwise, for a term or terms which may at CPS's option be less than or exceed the period which would otherwise have constituted the balance of the Term, and may charge such rent and grant such concessions as CPS deems desirable. CPS shall not be required to relet the SITE, either pursuant to this Agreement or by any requirements of law or equity, but may allow the SITE to remain vacant without terminating this Agreement.

D) Other Remedies. CPS shall have the right to an injunction and to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for. In the event CPS prevails in obtaining such remedy or remedies, CPS shall be entitled to recover from a responsible party if other than the CITY, and have paid, all reasonable expenses CPS may have incurred including those expenses incurred in connection with its efforts to secure such injunctive relief or other remedy, such as court costs and attorneys fees. The words "re-enter" and "re-entry" as used in this Agreement are not restricted to their technical meanings.

13.3 The right of CPS to terminate this Agreement upon the occurrence of any of the events specified in Section 13.1 A-E above, and the remedies specified in Section 13.2 above shall be the exclusive remedies of CPS, and upon any such termination by CPS, the CITY shall have no further obligations or liabilities to CPS hereunder.

13.4 In addition to the rights granted herein, the CITY shall have the right to remove any structure, improvement or equipment installed on the SITE. If not removed by the CITY upon termination of this Agreement, as that termination affects either the entire SITE or any portion thereof, then all additions, fixtures and improvements on the affected portion of the SITE shall be removed at the request of CPS and at no cost or expense to CPS; provided, however, if City is not in default hereunder and this lease is terminated prematurely by CPS under Section 13.1(D), 13.6, or otherwise, then CITY shall have the option, but not the obligation, to remove such structures, additions, improvements, fixtures, equipment, and personal property. If the CITY removes any object, the CITY shall have the obligation to restore the SITE to usable condition, with no excavations on the premises. If any property of any lessee remains in or on the Calaveras Park Project SITE sixty (60) days after the termination of this Agreement and no renewal agreement has been executed, such remaining property shall be deemed, in the sole discretion of CPS, to have become the property of CPS and may be disposed of as CPS sees fit, without liability to account to the City or any of its lessees, or any secured parties thereof, for

the proceeds of any sale thereof. Any pollutant or substances regulated under Subtitle C of the Resource Conservation and Recovery Act or the Toxic Substance Control Act shall not be disposed of or stored on the SITE.

13.5 As to any portion of the SITE not then subleased by the CITY, the CITY shall have the right to terminate this Agreement at any time, with ninety (90) days' written notice to CPS. Upon any such termination, this Agreement shall terminate as to the affected portion of the SITE without liability of any kind to CPS.

13.6 Notwithstanding any of the foregoing provisions which may be to the contrary, upon thirty (30) months' prior written notice to CITY, CPS shall and does have the right to terminate this Agreement as to all or any portion of the SITE, and require all or any portion of the SITE to be vacated by CITY or any lessee when or if it is ever determined by CPS in its sole discretion that all or any portion of the SITE (i) is physically required by CPS to provide public utility services, or (ii) must be in the exclusive possession of CPS for CPS to satisfy any applicable regulatory mandates. Such provision may be waived by CPS, and the minimum time to vacate as provided herein may be unilaterally enlarged, at any time before or after CPS provides Notice of Termination, by CPS upon written notice thereof to the City by the General Manager of CPS.

XIV.
ASSIGNMENT

14.1 The CITY shall not assign, sublet, sell, hypothecate or otherwise transfer its rights and obligations hereunder without the prior written approval by CPS. No such assignment or lease shall in any manner operate to release the CITY from the full performance of all the terms and conditions of this Agreement.

14.2 A copy of this Agreement shall be delivered to any lessee of any portion of the SITE, and its delivery shall be receipted and the receipt thereof maintained by the CITY. For the purposes of this Agreement, "Lessee" shall include any entity which has entered into a lease or sublease with the CITY for any portion of the SITE.

XV.

DESTRUCTION OF PREMISES

15.1 In the event the SITE or any portion of it, is destroyed or rendered untenable by fire, storm, earthquake, or other casualty, this Agreement shall, at CITY'S option, be at an end from such time, and neither CITY nor CPS shall have any obligation to restore the premises; provided, however, that the CITY shall not have the option to so terminate this Agreement as to any portion of the SITE if a Sublease Agreement relating to such portion of the SITE provides otherwise. In the event that this Agreement is not terminated as to any portion of the SITE affected by a casualty loss, then the CITY or, if applicable, the CITY'S lessee, shall commence substantial restoration of such portion of the Site within ninety (90) days after the date of such casualty loss.

XVI.

NOTICES

16.1 Wherever any notice, consent or approval is required or permitted hereunder, except under Sections 13.1 and 13.6, such notice, consent or approval shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses as set forth in Section 10.2(C), above, or at such other addresses as the parties may have theretofore designated by notice. For the purposes of Sections 13.1 and 13.6, notice shall be deemed to be delivered five (5) days after (i) the same is deposited both in (a) the United States regular mail, and (b) in the United States registered or certified mail, return receipt requested, in each instance postage prepaid and addressed to the parties hereto at their respective addresses set forth in Section 10.2(C), above, or at such other addresses as the parties may hereafter designate by notice; and (ii) the same is given verbally by telephone or in person to the Director of the CITY'S Parks and Recreation Department. CPS is not required to give any notice

to any lessee that may be affected by a notice otherwise required hereunder to be given to CITY.

XVII.

WAIVER

17.1 CPS's failure to object to any default on the part of the CITY or any lessees shall not be construed as a waiver thereof, nor shall any custom or practice that may arise between the parties in the course of administering this Agreement be construed as a waiver of, or to lessen, the right of CPS to insist upon compliance with the provisions hereof.

XVIII.

CAPTIONS

18.1 The captions used in the Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender wherever the context requires. This Agreement shall not be construed against either party more or less favorably by reason of authorship or origin of language.

XIX.

BINDING EFFECT

19.1 This Agreement and all of the terms and conditions contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Any lease or sublease of any portion of the SITE by the CITY shall contain a provision that specifies, at a minimum, that such lease or sublease is subject to the conditions and restrictions contained herein.

XX.

RELATIONSHIP TO PARTIES

20.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

XXI.

TEXAS LAW TO APPLY

21.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XXII.

SEVERABILITY

22.1 In the event any provision of this Agreement or the application thereof to any person or circumstances shall be finally determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XXIII.

AMENDMENT

23.1 This Agreement together with the authorizing ordinance constitute the entire Agreement between the parties. No amendment, modification, or

alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

23.2 Subject to the limitations set out in Section XI, CPS shall be responsible for and shall bear all legal liability in connection with CPS'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 CPS or under contract with CPS.

XXIV.

CPS EXTENSIONS/RESPONSIBILITY

24.1 This Agreement is subject to the right of CPS to extend, maintain, construct, and/or locate or relocate gas and/or electric lines or other utility related facilities on or across the SITE as the need arises; subject, however, to any and all Federal and State regulations affecting the same. CPS shall be responsible for the repair of any damage to City or CITY'S lessees' property by such extensions, maintenance, construction, or locations or relocations. Notwithstanding the provisions hereof, if this Agreement is terminated pursuant to the provisions of Section 13.6 hereof, then CPS shall not have the obligation or duty to reimburse the City or any City lessee for any expenses or costs associated with the removal, replacement, abandonment, or relocation of improvements of the CITY or lessee of the CITY. CPS shall be responsible for and bear all legal liability in connection with activities which are solely those of CPS, its agents and/or contractors on the SITE including liability of employees of CPS acting in the course and scope of their employment.

XXV.

NONDISCRIMINATION

25.1 Any discrimination by any lessee of CITY against that lessee's agents or employees, on account of race, color, sex, age, religion, handicap or national origin, in employment practices or in the use of or admission to the SITE, is prohibited, unless otherwise exempt therefrom by law.

XXVI.

HUNTING PROHIBITED

25.1 Hunting on Area: It is agreed that no hunting will be permitted on the SITE, 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.

XXVII

CONFLICT OF INTEREST

CPS and CITY acknowledge that Texas law prohibits contracts between the CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such a CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the officer of employee has a substantial financial interest, as defined by Texas law, if it is reasonable foreseeable that an action on the matter would confer an economic benefit on the business entity. CPS and CITY acknowledge that no person having a substantial financial interest in this Contract is an officer or employee of CITY, or any of its agencies.

XXVIII

HEADINGS

All headings in this Contract have been inserted for convenience and reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

XXIX

Authority

The signer of this Agreement for CPS hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of CPS.

EXECUTED to be effective the 21st day of October, 1990 ("Effective Date").

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

By: _____

Attest:

Its: _____ City Manager
pursuant to Ordinance No. _____
passed and approved the ____ day
of _____, 1991.

CITY PUBLIC SERVICE

City Clerk

By: Arthur von Rosenberg

Its: General Manager

20-AU

FIELD NOTES
FOR

A 146.725 ACRE TRACT OF LAND, OUT OF THE MIGUEL CORTARIS SURVEY NO. 7, ABSTRACT 256, COUNTY BLOCK 5140, AND THE MANUEL MONJARAS SURVEY NO.6 ABSTRACT 463, COUNTY BLOCK 5146, ALL SITUATED WITHIN BEXAR COUNTY, TEXAS, THE SAID 146.725 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At an iron pin found on the Northeast RIGHT-OF-WAY line of New Sulphur Springs Road, said point having State Plane Coordinates - South Central Zone of North 549,347.50 feet and East 2,228,051.31 feet, same point being the Southwest corner of a 26.38 acre tract of land as recorded in Volume 6021, Pages 951-953 of the Deeds Records of Bexar County, Texas, said point also being the Southwest corner of the herein described tract of land;

THENCE: N 14°04'47" E, 299.85 feet to an iron pin found at an angle point;

THENCE: N 23°19'08" W, 615.56 feet to an iron pin found at an angle point;

THENCE: N 77°00'37" W, 624.34 feet to an iron pin found at an angle point;

THENCE: N 14°06'42" E, 857.05 feet to an iron pin found at an angle point;

THENCE: S 65°51'29" E, 252.83 feet to an iron pin found at an angle point;

THENCE: N 41°58'35" E, 2,074.84 feet to an iron pin found at an angle point;

THENCE: N 14°08'25" E, 534.93 feet to an iron pin found at an angle point;

THENCE: N 34°10'08" W, 1,424.05 feet to a fence post found at an angle point;

THENCE: N 15°25'57" W, 1,016.42 feet to an iron pin found at the Northwest corner of a 4.30 Acre tract of land as recorded in Volume 6121, Pages 453-455 of the Deed Records of Bexar County, Texas. Said point having State Plane Coordinates - South Central Zone of North 555,290.94 feet and East 2,228,160.01 feet, same point also being the most Northwesterly corner of the herein described tract of land;

THENCE: S 77°30'43" E, 299.85 feet to an iron pin found at the Northeast corner of a 6.08 Acre tract of land as recorded in Volume 5851, Pages 260-262 of the Deed Records of Bexar County, Texas; said point also being the Northeast corner of the herein described tract of land;

THENCE: S 26°01'55" E, 1,750.63 feet to an iron pin found at an angle point;

THENCE: S 76°33'52" E, 389.00 feet to an iron pin found at an angle point;

THENCE: N 09°56'52" E, 584.60 feet to an iron pin found at an angle point;

THENCE: S 78°09'16" E, 200.08 feet to an iron pin found at an angle point;

THENCE: S 07°44'14" W, 670.18 feet to an iron pin found at an angle point;

THENCE: S 17°40'45" W, 1,343.23 feet to an iron pin found at an angle point;

THENCE: S 77°01'46" W, 431.82 feet to an iron pin found at an angle point;

THENCE: S 36°06'35" W, 799.82 feet to an iron pin found at an angle point;

THENCE: S 79°38'00"E, 749.83 feet to an iron pin found at an angle point;

THENCE: S 20°47'20" W, 700.24 feet to an iron pin found at an angle point;

THENCE: S 04°25'04" E, 769.77 feet to an iron pin found at an angle point;

THENCE: S 45°08'33" W, 388.64 feet to an iron pin found at an angle point;

THENCE: S 20°39'53" W, 275.02 feet to an iron pin found at an angle point;

THENCE: S 00°59'14" E, 120.97 feet to an iron pin set on the Northeast RIGHT-OF-WAY line of New Sulphur Road, said point having State Plane Coordinates - South Central Zone of North 540,713.90 feet and East 2,228,978.49 feet, same point being the Southeast corner of a 16.06 acre tract of land as recorded in Volume 6307, Pages 614-616 of the Real Property Records of Bexar County, Texas, and the Southeast corner of the herein described tract of land;

THENCE: N 51°41'09" W, 650.77 feet along the said Northeast RIGHT-OF-WAY line to an iron pin set an an angle point;

THENCE: N 42°25'40" W, 250.83 feet continuing along the said RIGHT-OF-WAY line to an iron pin set at an angle point;

THENCE: N 56°22'01" W, 299.46 feet continuing along the said Northeast RIGHT-OF-WAY line to the POINT-OF-BEGINNING AND POINT-OF-CLOSURE, containing 146.725 Acres (6,391,337 square feet) of land , more or less, in Bexar County, Texas.

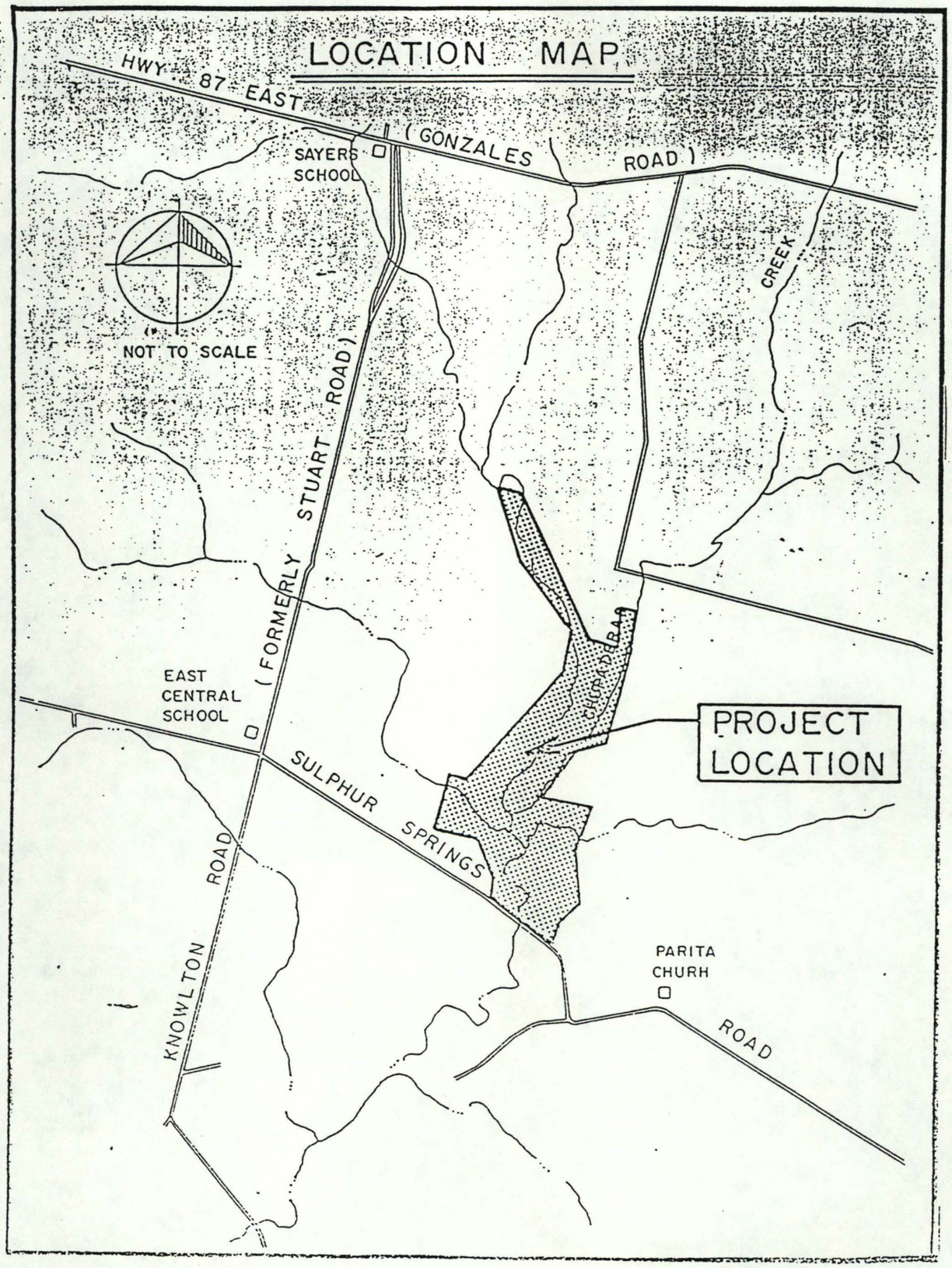
LOCATION MAP
HWY. 87 EAST
(GONZALES ROAD)
SAYERS SCHOOL
NOT TO SCALE
CREEK
(FORMERLY STUART ROAD)
EAST CENTRAL SCHOOL
CHICA DEBA
PROJECT LOCATION
SULPHUR SPRINGS
ROAD
KNOWLTON
PARITA CHURH
ROAD

EXHIBIT "C"

MASTER PLAN

1. Philosophy of Park Development. The Site is to be developed into a multiple use park while maintaining the integrity of the existing environment. If and when completed, the Site will provide citizens access (in accordance with the terms of the Sublease Agreement) to playgrounds, picnic areas, athletic and recreational fields, and a living science trail.

2. Park Name. Although referred to as the Calaveras Park Project in some literature, and also as the East Central Park in some other literature, the Site has yet to be named officially. The East Central Historical Society is presently researching the history of the Site.

3. Commitment of the East Central Independent School District. Upon complete execution of the Sublease Agreement, the East Central Independent School District will assume the maintenance and security responsibilities described in the Sublease Agreement. The District is also committed to the aggressive pursuit of monies to develop the various improvements planned for the Site. Sources to be solicited include, but are not limited to, leaders of the private sector, charitable organizations, and City and/or County grants.

The initial emphasis of the District will be the development of the eastern most one-third of the Site. This portion is planned to be used for athletic fields as well as a proposed pavilion to be constructed by CPS.

4. Development Needs. The following are required for the planned development of the Site and shall be provided if and when funds are available from the sources listed above: electrical service, water service, sewage system, rest rooms, landscaping, picnic tables, baseball/softball fields, bleachers, scoreboards, lighting, soccer fields, football field, jogging path and a living science trail. Appropriate advisors shall be consulted regarding the best methods of providing these improvements and their estimated cost. The findings, reports, and proposals of such advisors will be reviewed by the East Central Board of Trustees (the "Board") which will be the governing body overseeing the development of the Site. Informational and promotional brochures will then be prepared and used to solicit funds with which to construct the improvements approved by the Board.

City Public Service

of

San Antonio, Texas

September 17, 1991

James K. Lowry, Jr.
Foster, Lewis, Langley, Gardner & Banack Inc.
1100 NBC Plaza
112 E. Pecan
San Antonio, Texas 78205

RE: City of San Antonio/East Central Independent School District
Sublease Agreement for portions of Calaveras Park

Dear Jim:

This letter is written on behalf of City Public Service to evidence approval of the Sublease Agreement between the City of San Antonio and your client, East Central Independent School District. The sublease was authorized to be executed by the City Manager pursuant to Ordinance No. 74205. This written approval is given pursuant to the terms of the original Land Use Agreement between the City and CPS, as amended.

Sincerely,

Nelson A. Clare
Environmental Counsel
Legal Services

The above referenced Sublease Agreement is approved:

City Public Service

By: Arthur von Rosenberg

Its: General Manager

NAC:slk

cc: Mr. Warner Fassnidge
Assistant City Attorney
Real Estate Section
P. O. Box 839966
San Antonio, Texas 78283-3966

/d20/lowrycal ltr/

RECEIVED
REAL ESTATE
SEP 19 1991
CITY ATTORNEYS OFFICE
SAN ANTONIO, TEXAS

GIRL SCOUTS

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
91 OCT -7 AM 8:57

October 2, 1991

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
91 OCT -9 AM 8:34

City of San Antonio Texas
City Clerk
P.O. Box 839966
San Antonio, TX 78283-3966

Re: Certificate of Insurance
San Antonio Area Council of Girl Scouts

Dear Sirs:

Enclosed is a Certificate of Insurance for the above named Girl Scout Council providing evidence of general liability and auto insurance.

/cws

Enclosures

cc: Ms. Kathleen Grantham, Acting Executive Director
San Antonio Area Council of Girl Scouts

City Public Service, San Antonio, TX
Insurance Department

RISK MANAGEMENT
OCT 07 1991
RECEIVED

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 10/02/91

PRODUCER

Palmer & Cay/Carswell, Inc.
Girl Scout Accounts
P. O. Box 847
Savannah, GA 31402

CODE SUB-CODE

INSURED

San Antonio Area Council
of Girl Scouts
10443 Gulfdale
San Antonio TX 78216

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

RECEIVED CITY OF SAN ANTONIO CITY CLERK 91 OCT -9 AM 8:34

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Home Insurance Company
COMPANY LETTER	B	Home Insurance Company
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	GLRF720432	1/01/91	1/01/92	GENERAL AGGREGATE	5,000,
					PRODUCTS-COMP/ OPS AGGREGATE	1,000,
					PERSONAL & ADVERTISING INJURY	1,000,
					EACH OCCURRENCE	1,000,
					FIRE DAMAGE (ANY ONE FIRE)	100,
					MEDICAL EXPENSE (ANY ONE PERSON)	5,
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS GARAGE LIABILITY	BAF568301	1/01/91	1/01/92	COMBINED SINGLE LIMIT	1,000,
					BODILY INJURY (PR PER)	
					BODILY INJURY (PR ACC)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY OTHER THAN UMBR FORM				EACH OCCURRENCE	AGGREGATE
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					(EACH ACCIDENT)	
					(DISEASE-POL LIM)	
					(DISEASE-EA EMPL)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The City of San Antonio, TX is named additional insured as respects File # 900241B- Calaveras Park Project Site; San Antonio Area Council of Girl Scouts, Inc. 8-30-91 until cancelled

CERTIFICATE HOLDER

City of San Antonio
c/o City Clerk
P.O. Box 839966
San Antonio, TX 78283-3966

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Valerie D Hollinger CPCU, CIC

CITY OF SAN ANTONIO

CITY ATTORNEY'S OFFICE

Interdepartmental Correspondence Sheet

TO: Dick Porter, Assistant City Clerk/City Clerk's Office

FROM: Warner F. Fassnidge, Assistant City Attorney/Real Estate Section, Legal

COPIES TO: Our File No. 90-0241B, 90-0241A, and 90-0241

SUBJECT: Substitute Page/Ordinance No. 74205

DATE: September 19, 1991

Please Substitute the attached Page 9 (for the Girl Scout Sublease) and, also, please associate the CPS letter, all in connection with Ordinance No. 74205. Thanks,

(8-29-91)

Warner F. Fassnidge

WARNER F. FASSNIDGE
Assistant City Attorney
Real Estate Section
8972

WFF/lgg

Attachments

CITY OF SAN ANTONIO

Department of Parks and Recreation

AGENDA
ITEM NO. 38

TO: City Council

FROM: Director of Parks and Recreation

COPIES TO: City Manager, File

SUBJECT: Calaveras Park Property Agreements

DATE: August 20, 1991

SUMMARY AND RECOMMENDATION: This Ordinance reauthorizes the City Manager to execute a Land Use Agreement with City Public Service and authorizes the City Manager to execute Sublease Agreements with the San Antonio Area Council of Girl Scouts, Inc. (77.868 acres), and East Central Independent School District (68.857 acres).

Staff recommends approval of this Ordinance.

The site is located on 146.725 acres of property under the jurisdiction of City Public Service east of the City limits at E. Sulphur Springs Road and Calaveras Creek. The Girl Scouts and the East Central ISD have interest in developing day camp, outdoor education, and sports facilities on the property which is currently not required by CPS for its utility functions. The City of San Antonio, through the Parks and Recreation Department, has recognized a need of the community for such park development in the area.

POLICY ANALYSIS: Approval of this Ordinance will be a continuation of Council policy to make available park facilities to citizens through joint-venture relationships with other providers, thereby saving City funds. In addition, this action would make productive use of floodplain property under the jurisdiction of City Public Service.

FINANCIAL IMPACT: All development, maintenance, operations, and security costs are the responsibilities of the sub-lessees. The City of San Antonio has no financial obligation.

SUPPLEMENTARY COMMENTS: This project has evolved over a period of four years and is the product of an Ad Hoc Committee comprised of representatives from City Public Service, Parks and Recreation Department, Girl Scouts, East Central ISD, Bexar County, and citizen representatives.

RONALD R. DARNER, Director
Department of Parks and Recreation

APPROVED:

ALEXANDER E. BRISENO
City Manager

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO	For CMO use only
Approval			
Finance	Budget	**Request For Ordinance/Resolution**	Date Considered Consent ☐ Individual ☑ Item No. Ord. No. 38
Legal	Coordinator		

Date:	Department:	Contact Person/Phone #
August 20, 1991	Parks and Recreation	Dale Bransford/#8480
Date Council Consideration Requested:	**Deadline for Action:**	**Dept. Head Signature:**
August 29, 1991	ASAP	

CALAVERAS PARK PROPERTY AGREEMENTS **SUMMARY OF ORDINANCE**

This Ordinance reauthorizes the City Manager to execute a Land Use Agreement with City Public Service and authorizes the City Manager to execute Sublease Agreements with the San Antonio Area Council of Girl Scouts, Inc. (77.868 acres), and East Central Independent School District (68.857 acres).

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Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):

City Public Service, City Attorney's Office (Mr. Fassnidge)

Contract signed by other party

Yes ☒ No ☐

FISCAL DATA (If Applicable)

Fund No. N/A Amt. Expended N/A

Activity No. N/A SID No. N/A

Index Code N/A Project No. N/A

Object Code N/A

Budgetary Implications

Funds/Staffing Budgeted N/A Yes ☐ No ☐

Positions Currently Authorized N/A

Impact on future O & M None

If positions added, specify class and no.

None

Comments:

1) Consent Agenda
2) 2-3 minutes if pulled
3) No problems anticipated

Coordinator — White
Legal — Green
Budget — Canary
Finance — Pink
Originator — Gold

4/1/82 Ref. A.D. 1.71

	ARTS & CULTURAL AFFAIRS
/	AVIATION
	BUILDING INSPECTIONS
	BUILDING INSPECTIONS HOUSE NUMBER
	CITY ATTORNEY
	MUNICIPAL COURT(HOLLIS YOUNG)
/	REAL ESTATE(FASSNIDGE)
	REAL ESTATE(HUBBARD)
	REAL ESTATE(WOOD)
	TRIAL SECTION
	CITY MANAGER
	TRAVIS BISHOP,ASST. TO MGR.
	CODE COMPLIANCE
	INTERGOVERNMENTAL RELATIONS
/	CITY PUBLIC SERVICE-GENERAL MGR.
	CITY PUBLIC SERVICE-MAPS/RECORDS
	CITY WATER BOARD-GENERAL MGR.
	COMMERCIAL RECORDER
	COMMUNITY DEVELOPMENT(BASEMENT)
	COMMUNITY INITIATIVES
	CONVENTION & VISITORS BUREAU
	CONVENTION FACILITIES
	DOME DEVELOPMENT OFFICE
	ECONOMIC DEVELOPMENT
	FINANCE DIRECTOR
	ASSESSOR
/	CONTROLLER
	GRANTS
	RISK MANAGEMENT
	TREASURY
	FIRE DEPARTMENT
	HOUSING TRUST
	INFORMATION RESOURCES
	INTERNATIONAL RELATIONS
	LIBRARY
/	MANAGEMENT SERVICES(BUDGET)
	MANAGEMENT SERVICES(PERSONNEL)
	MARKET SQUARE
	METROPOLITAN HEALTH DISTRICT
	MUNICIPAL CODE CORP. (PUBLICATION)
	MUNICIPAL COURTS
/	PARKS & RECREATION
	PLANNING
	LAND DEVELOPMENT SERVICES
	POLICE DEPARTMENT
	POLICE DEPT.-GROUND TRANSPORTATION
	PUBLIC INFORMATION OFFICE
	PUBLIC UTILITIES
	PUBLIC WORKS
	CAPITAL PROJECTS
	CENTRAL MAPPING
	ENGINEERING
	PARKING DIVISION
	REAL ESTATE(BILL TOUDOUZE)
	SOLID WASTE
	TRAFFIC ENGINEERING
	PURCHASING & GENERAL SERVICES
	WASTEWATER MANAGEMENT

ITEM NO. 38

MEETING OF THE CITY COUNCIL DATE: AUG 29 1991

MOTION BY: Labatt SECONDED BY: Billa Burke

ORD. NO. 74205 ZONING CASE

RESOL. PETITION

	ROLLCALL	AYES	NAYS
ROGER PEREZ PLACE 1		✓	
FRANK PIERCE PLACE 2		✓	
LYNDA BILLA BURKE PLACE 3		✓	
FRANK D. WING PLACE 4		absent	
WALTER MARTINEZ PLACE 5		absent	
BOB THOMPSON PLACE 6		absent	
YOLANDA VERA PLACE 7		absent	
BILL THORNTON PLACE 8		✓	
WEIR LABATT PLACE 9		✓	
LYLE LARSON PLACE 10		✓	
NELSON WOLFF PLACE 11 (MAYOR)		✓	

FILE CPS

91-37

#5