AZJ
01/28/2016
Item No. 10B
Corrected

AN ORDINANCE 2016-01-28-0023

AUTHORIZING A TWENTY FIVE YEAR LICENSE AGREEMENT WITH THE TEXAS GENERAL LAND OFFICE FOR SUBSURFACE SPACE AT 321 ALAMO PLAZA, SAN ANTONIO, TEXAS, IN CITY COUNCIL DISTRICT 1.

* * * * *

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver to the Texas General Land Office on behalf of the City a license agreement substantially in the form of **Attachment II**, which is incorporated by reference for all purposes as if fully set forth, for the city owned subsurface property underneath Alamo Plaza right-of-way in front of the property currently addressed as 321 Alamo Plaza. The area subject to the license is shown in **Attachment I**. The City Manager or her designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 219000000027 and General Ledger 4202410.

SECTION 3: The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this **28th** day of **January**, **2016**.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

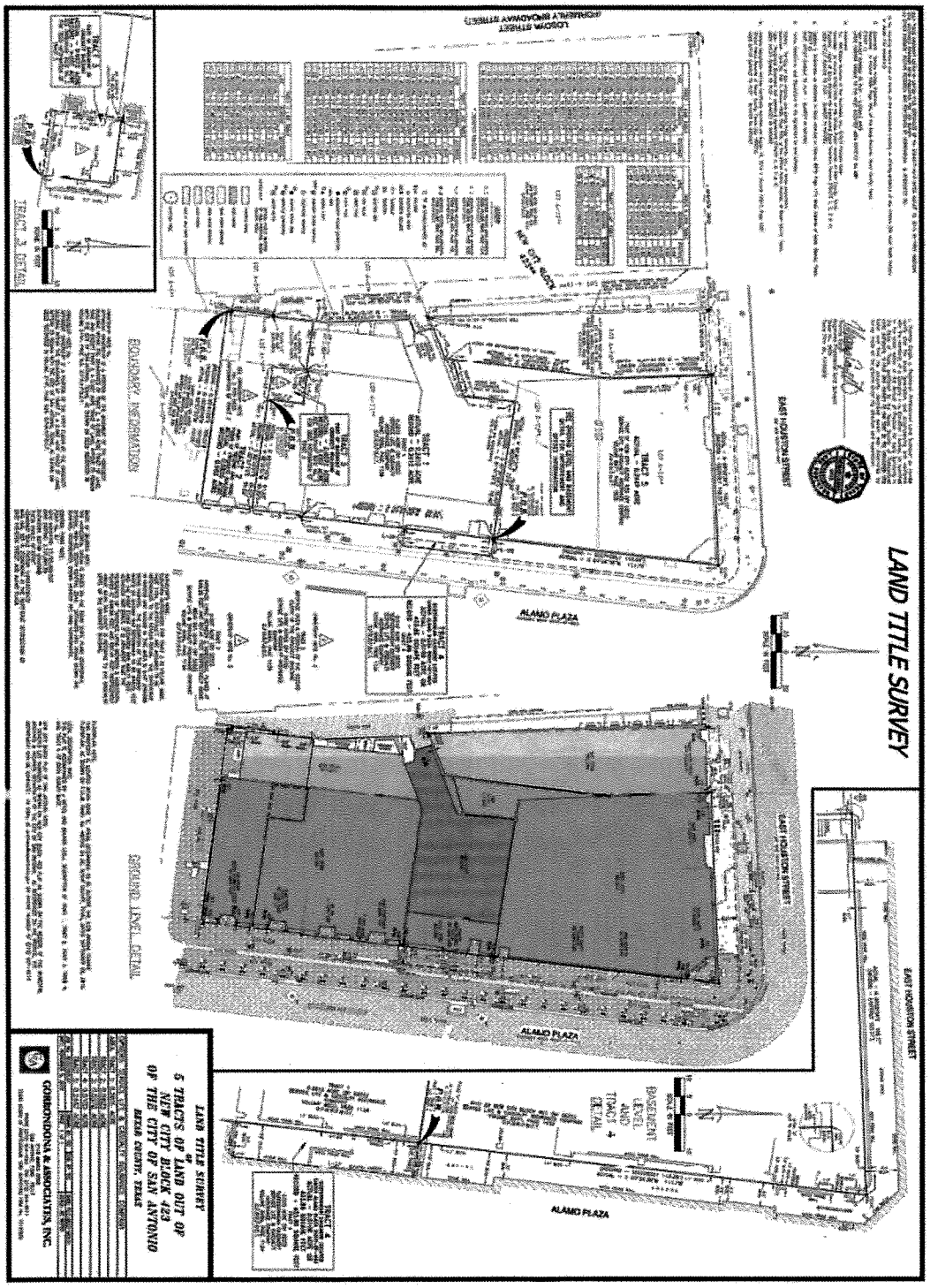
Martha G. Sepeda, Acting City Attorney

Agenda Item:	**10B (in consent vote: 4, 5, 7A, 7B, 9, 10A, 10B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 30)**
Date:	01/28/2016
Time:	09:20:26 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a License Agreement with the Texas General Land Office to occupy subsurface space located at 321 Alamo Plaza.
Result:	Passed

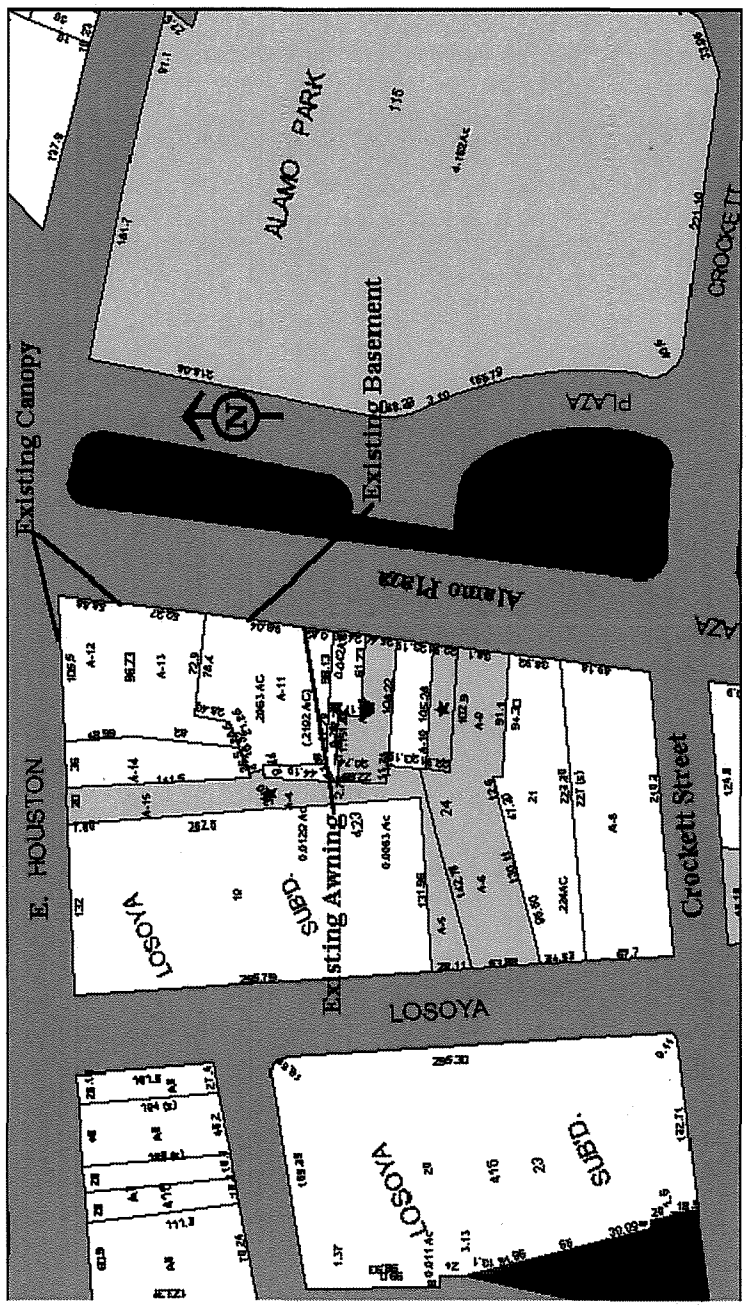
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I – License Area

License Area (basement) indicated as Tract 4

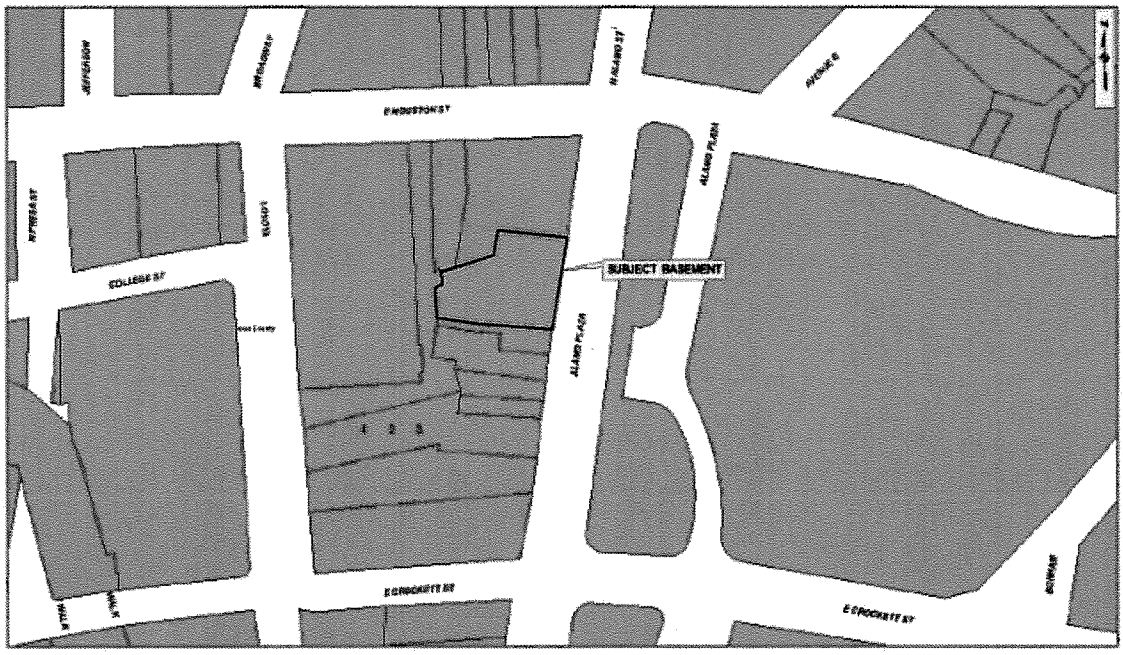


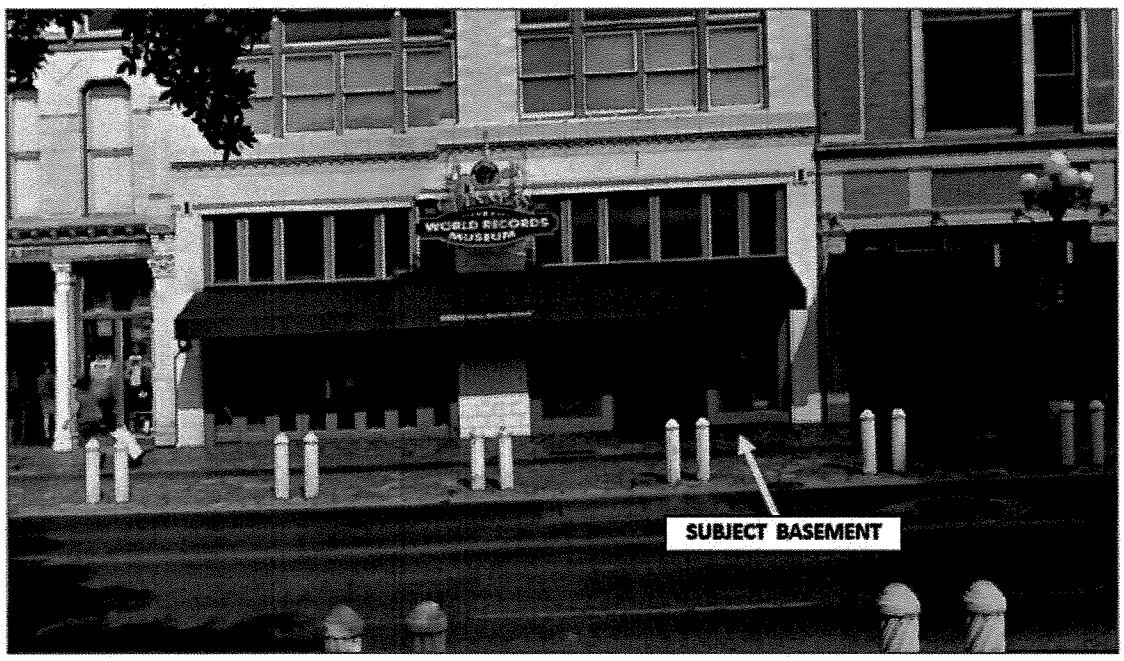
Approximately 433.86 square feet (0.0100 ac) adjacent to Lot A-11 (.2063 ac) & E Irregular 4 feet of S Irregular 44.29 feet of A4, Block 24, New City Block 423.



Map of Subject Property

Location of Existing Basement and Associated Property
321 Alamo Plaza





Attachment II:
License Agreement
(General Land Office – Alamo Plaza)

This License Agreement ("License") is entered into by and between the City of San Antonio, a Texas municipal corporation, as "Licensor," acting by and through its City Manager, or the designee, pursuant to the Authorizing Ordinance and the Licensee named below.

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1. Pertinent Information.

Authorizing Ordinance (No. and Date):	
Project No.	SP 536
Licensee:	State of Texas, acting by and through, the Texas General Land Office, on behalf of the Alamo Complex
Licensee's Address:	PO Box 12873 Austin, TX 78711-2873 (Attention: General Counsel)
Term:	February 1, 2016 to January 31, 2041

Consideration:	$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
Premises:	Approximately 433.86 square feet of real property situated in San Antonio, Bexar County, Texas more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes.
Scope of License:	Use and maintain a basement area extending under the public right of way of Lot A-11 at 327 Alamo Plaza
Effective Date:	February 1, 2016
Licensor's Address:	City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

2. Grant of License.

Licensor grants Licensee a license ("License") to use, maintain, and operate the Premises within the Scope of the License. This License is limited to the stated Term and is conditioned on Licensee's payment of the Fee.

3. Restrictions on Use/Recording

3.01 This License does not grant Licensee authority to use any area beyond the Premises.

3.02 Licensor's Superior Interest. This License grants only a privilege to use the Premises and is revocable by Licensor. This instrument does not convey any real property interest. Licensor reserves the right to enter upon the Premises at any time for asserting its real property interest or for other purposes.

3.03 Recording. A Memorandum of License Agreement, incorporated herein as **Exhibit "B"**, will be recorded by Licensor in the Official Public Records of Real Property of Bexar County, Texas. Licensee is responsible for recording fees.

4. License Fee

Licensee must pay the Fee to Licensor in a one-time, lump-sum, or before the Effective Date of this License. The License Fee must be paid at the office of the Transportation and Capital Improvements Department, 114 W. Commerce St., 2nd Floor (c/o Property Disposition Manager), San Antonio, Texas 78205.

5. Construction, Maintenance, and Operations

5.01 Costs. Licensee is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed in the Premises, (hereafter "Licensee's Responsibilities").

5.02 No Liability. Licensor assumes no liability or no expense under this License. Licensor is not liable to Licensee or otherwise for damage to the Premises arising from or related to activities of Licensor in the vicinity.

5.03 Relocation. If Licensor's needs require relocation, maintenance, or adjustment in the Premises or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost and expense.

5.04 Maintenance. Licensee, at its sole cost and expense, must maintain all improvements constructed or installed by Licensee. In so doing, Licensee must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations.

5.05 No Power to Bind. Licensee cannot not bind or permit another to bind Licensor for payment of money or for any other obligation.

5.06 Contractors and Subcontractors. Licensee must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, Licensor may treat it as an event of default and terminate this License by delivering 10 days prior written notice to Licensee. Licensee remains obligated to clear the lien without cost to Licensor even after termination.

6. Specific Conditions.

Licensee shall pay for all repair and replacement of the sidewalk area and skylights in and above the Premises should Licensee want such areas repaired or replaced. Licensee acknowledges that it is taking the Premises subject to the current disrepair and in its current condition, and agrees to repair or replace the sidewalk area and skylights in and above the Premises as consideration and a condition of the granting of this License. Licensee agrees that Licensor is under no obligation to repair or replace the sidewalk area and skylights in and above the Premises at any time under this License.

7. Indemnity

As a governmental entity, Licensee cannot indemnify Licensor. However, should this license ever be assigned or transferred by Licensee, Licensee shall insure that Licensor is indemnified under the conditions below prior to such assignment or transfer taking effect, as evidenced by Licensor's written approval.

A condition of the granting of this License is the agreement of Licensee to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional indemnitee under any indemnity provisions provided by third parties covering Licensee related to work on the Premises in amounts equal to, or to the same extent as, those covering Licensee.

7.01 To the extent allowed by law, Licensee must indemnify Licensor and its elected officials, employees, agents, and representatives of and from any all loss, cost, liability, or expense, including court costs and attorneys fees, arising from or relating to (a) the grant of this License, (b) Licensee's activities under this License, (c) or Licensee's activities or presence on or about the Premises, whether or not authorized by this License.

7.02 Nothing in this License waives any sovereign or governmental immunity or other defenses available to Licensor or Licensee under Texas law and without waiving any defenses of the parties under Texas Law.

7.03 This indemnity expressly covers the consequences of indemnitees' own negligence.

7.04 Licensee must promptly advise Licensor in writing of any claim or subject to this indemnity and must investigate and defend such claim at Licensee's cost. Notwithstanding any insurance policy, Licensor may, at its own expense, participate in the defense without relieving Licensee of any of its indemnity obligations.

8. Insurance

A condition of the granting of this permission is the agreement of Licensee to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured under any insurance provisions provided by third parties covering Licensee related to work on the Premises in amounts equal to, or to the same extent as, those covering Licensee.

8.01. Licensor disclaims any employee, agent, or invitee relationship with any person whose presence on the Premises is through Licensee. Any and all claims resulting from any obligation for which Licensee may be held liable under any workers' compensation, unemployment compensation, disability benefits, similar statutory scheme, or common law negligence is the sole obligation of Licensee.

8.02. Licensee must provide and maintain in full force and effect with respect to the Premises from the Commencement Date of this License and for the duration of this License and any extensions thereof, insurance coverage either (i) written on an occurrence form, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to Licensor, or (ii) if self insured, proper documentation in a form and manner acceptable to Licensor through City's Risk Manager, in the following types and amounts:

A) If Licensee is not self-insured, Licensee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to Licensor's Transportation and Capital

Improvements Department, Real Estate Division, which shall be clearly labeled "State of Texas – Alamo Plaza" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. Licensor will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to Licensor. No officer or employee, other than the Licensor's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury *d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *e. Explosion, Collapse, Underground	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
7. Property Insurance: For physical damage to the property of LICENSEE, including improvements and betterment to	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's

the Licensed Premises	property

D) Should Licensee assign this license, Licensee agrees to require, by written contract, that all assignees hereunder obtain, at a minimum, the same categories and amounts of insurance coverage required of Licensee herein, and provide a certificate of insurance and endorsement that names the Licensee and Licensor as additional insureds. Licensee shall provide Licensor with said certificate and endorsement prior to the commencement of any assignment. This provision may be modified by Licensor's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by Licensor's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by Licensor, Licensor shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Licensee shall be required to comply with any such requests and shall submit requested documents to Licensor at the address provided below within 10 business days. Licensee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Transportation and Capital Improvements Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name Licensor, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Licensor, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where Licensor is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of Licensor .

- Provide advance written notice directly to Licensor of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to Licensor. Licensor shall have the option to suspend Licensee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies Licensor may have upon Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, Licensor shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.

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

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

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

L) Licensee and any subcontractors are responsible for all damage to their own equipment and/or property.

8.03. Licensor may modify the insurance coverage and limits when deemed necessary and prudent by Licensor's Risk Manager, based upon changes in statutory law, court decisions, or circumstances surrounding this License, but in no instance will Licensor allow modification increasing Licensor's risk.

8.04. If Licensee is not self insured, each insurance policy required by this License must contain the following clauses:

"This insurance is not canceled, limited in scope or coverage, or non-renewed until after 30 days' prior written notice has been given to:

(a) City Clerk, City of San Antonio
City Hall/2nd Floor
P. O. Box 839966
San Antonio, Texas 78283-3966
Attention: Risk Manager

and

(b) Transportation and Capital Improvements Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: Director"

"The insurance provided by Licensee is primary to any insurance or self-insurance maintained by the City of San Antonio."

"Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, and does not contribute with, insurance provided by this policy."

Each insurance policy required by this License, excepting policies for Workers' Compensation and Employer's Liability, must contain the following clause:

"The City of San Antonio, its officials, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under this License with the City of San Antonio."

8.05. If Licensee is not self-insured, Licensee must require its insurance carrier(s) to deliver to Licensor's Risk Manager and City Clerk, upon request and without expense, copies of policies and endorsements pertinent to the limits required by Licensor. Licensor may request changes in policy terms, conditions, limitations, or exclusions (except where established by law). If Licensor does so and the changes would increase premiums, Licensor will provide 30 days' prior notice to Licensee and an opportunity to discuss the changes. If Licensor still wants the changes after discussion, Licensee must make the changes and pay the cost thereof.

8.06. If Licensee makes improvements to the Premises, Licensee, or its contractors or subcontractors, must further provide Builder's Risk Insurance Coverage, Worker's Compensation and Employer's Liability Insurance Coverage, Professional Liability Insurance Coverage and any other liability or other insurance coverage in the amounts and types of coverage approved by Licensor's Risk Manager, covering all risks of physical loss during the term of any construction contract and until work is accepted by the City of San Antonio. Licensee, or its contractors or subcontractors, must procure and maintain the insurance, as well as other insurance coverage enumerated above, in full force and effect during the construction phase. Also, payment and performance bonds naming Licensor as indemnitee must be provided by Licensee or its contractors or subcontractors. If the construction is minor, Licensee may send a written request to the City's Director of Asset Management to waive the requirements in this Section, but a waiver may be granted only by Licensor's Risk Manager, whose decision is final.

8.07. If Licensee is not self-insured, within 30 days after the Commencement Date, Licensee must deliver certificates to Licensor's Risk Manager and the Transportation and Capital Improvements Department, Real Estate Division, from Licensee's insurance carrier, reflecting all required insurance coverage. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory's company affiliation and title. If requested by Licensor, Licensee must send Licensor documentation acceptable to Licensor that confirms that the individual signing the endorsements and certificates is authorized to do so by the insurance company.

8.08. The Notices and Certificates of Insurance must be provided to the same addresses as for notices of cancellation.

8.09. Nothing herein contained limits in any way Licensee's liability for damages to persons or property resulting from Licensee's activities or the activities of Licensee's agents, employees, assignees or invitees under this License.

8.10. Licensee waives all claims against Licensor for injury to persons or property on or about the Premises, whether or not caused by Licensor's negligence. Licensor waives all claims against Licensee for injury to persons or property on or about the Premises, whether or not caused by Licensee's negligence.

9. Termination

9.01 Licensor may terminate this License at any time before expiration by giving Licensee 30 days written notice.

9.02 Upon expiration or termination, all rights and privileges immediately cease, and Licensee must immediately cease use of the Premises. Licensor, at its option, may direct Licensee to either (a) abandon the encroaching improvements and appurtenances, including lines and equipment; or (b) remove all or any part of the improvements and appurtenances and restore the Premises, at Licensee's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination of the License, whether by expiration or otherwise, become the property of Licensor. Licensor, may without liability to Licensee, dispose of such property at a public or private sale, without notice to Licensee.

10. Assignment/Sublicensing

This License is personal to Licensee and cannot be assigned or sublicensed by Licensee, other than to Licensee's parent or subsidiaries, without the prior written consent of Licensor, as evidenced by passage of a future City of San Antonio ordinance. Licensee must give Licensor 45 days prior written notice before assigning or sublicensing to a parent or subsidiary. Licensee cannot lease or sublease the Premises.

11. Condemnation

If the Premises are taken, in whole or in part, by eminent domain, then this License, at the option of Licensor, ceases on the date title to the land so taken or transferred vests in the condemning authority. Licensee waives all rights to any condemnation proceeds. Licensee may seek a separate condemnation award.

12. Taxes and Licenses

Licensee must pay, on or before their respective due dates, to the appropriate collecting authority, if due and owing, all federal, state, and local taxes, license fees, permit fees, debts, and obligations, now or hereafter levied on the Premises or on Licensee or its property.

13. Prohibited Interests in Contracts

(a) The Charter of the City of San Antonio and its Ethics Code prohibit a Licensor officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with Licensor or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with Licensor or in the sale to Licensor of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a Licensor officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

(b) Licensee certifies as follows:

(i) Licensee and its officers, employees and agents are neither officers nor employees of the City.

(c) Licensee acknowledges that Licesnor's reliance on the certification is reasonable.

14. Consent/Approval of Licensor.

Licensor's consent and approval under this License may be granted by the City Manager or her designee, unless the City Charter requires that the City Council consent by the passage of a separate City ordinance from the Authorizing Ordinance.

15. Subsequent Transfer by Licensor.

15.01 Upon written request, Licensee must, in writing,

(a) subordinate this License to the interest of any transferee of the Premises and to the lien of any mortgage or deed of trust, now or hereafter in force encumbering the Premises and to all advances made or hereafter to be made upon the security thereof

(b) attorn to any transferee of Licensor and

(c) if Licensee is not in default hereunder, execute and deliver a Certificate of Estoppel and Subordination, Non-Disturbance and Attornment Agreement in form and substance acceptable to Licensor, if the transferee agrees not to disturb Licensee's possession of the Premises.

15.02. Foreclosure. Licensee must attorn to the purchaser at any foreclosure sale and recognize such sale and such purchaser as Licensor, if the purchaser recognizes Licensee's rights under this License and agrees not to disturb Licensee's possession of the Premises so long as Licensee is not in default hereunder.

16. Miscellaneous Provisions

16.01. Relationship Limited. This instrument creates only the relationship of Licensor and Licensee. The parties are not principal and agent, partners, joint venturers, or participants in any other enterprise between them.

16.02. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

16.03. Release From Liability/Notice of Sale. If Licensor transfers ownership of the Premises, Licensor will have no liability or obligation relating to the period after transfer. Licensor's transferee will succeed to all Licensor's rights hereunder.

16.04. Yielding Up. Licensee must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures).

16.05. Authority To Execute. The party or parties executing this License on behalf of Licensee personally warrant that each of them has full authority to do so.

16.06. Acknowledgment Of Reading. The parties acknowledge that they have thoroughly read this License, including any exhibits or attachments, and have sought and received whatever advice and counsel was necessary to form a full and complete understanding of their rights and obligations and, having so done, execute this License freely and voluntarily.

16.07. Applicable Law. This License is entered into in San Antonio, Bexar County, Texas. **The Construction Of This License And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas.** But the Texas

conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

16.08. Severability. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

16.09. Successors. This License inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

16.10. Integration. This Written License Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.

16.11. Modification. This License may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

16.12. Third Party Beneficiaries. This License is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

16.13. Notices. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

16.14. Pronouns. In construing this License, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire License, not to any particular provision of it.

16.15. Captions. Paragraph captions in this License are for ease of reference only and do not affect the interpretation hereof.

16.16. Counterparts. This License may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this License, one

need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

16.17. Further Assurances. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this License

16.18. Ambiguities Not to Be Construed against Drafter. Any ambiguities found in this License must be resolved without resort to construction against the drafter.

16.19 Public Information. Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

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

Licensor:
City of San Antonio,
a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____
Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this date by _____, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date:_____ _____
Notary Public, State of Texas

My Commission expires:_____

Licensee:

THE STATE OF TEXAS, acting by and through,
THE TEXAS GENERAL LAND OFFICE,
on behalf of the ALAMO COMPLEX

By: _____
GEORGE P. BUSH
Commissioner, General Land Office

Contents BC

Legal JG

Gen. Counsel MH

Executive AL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this date by GEORGE P. BUSH, Commissioner of the Texas General Land Office, a political subdivision of the State of Texas, in the capacity therein stated and on behalf of that entity.

Date: January 11, 2016

Suzanne E. Nelson
Notary Public, State of Texas

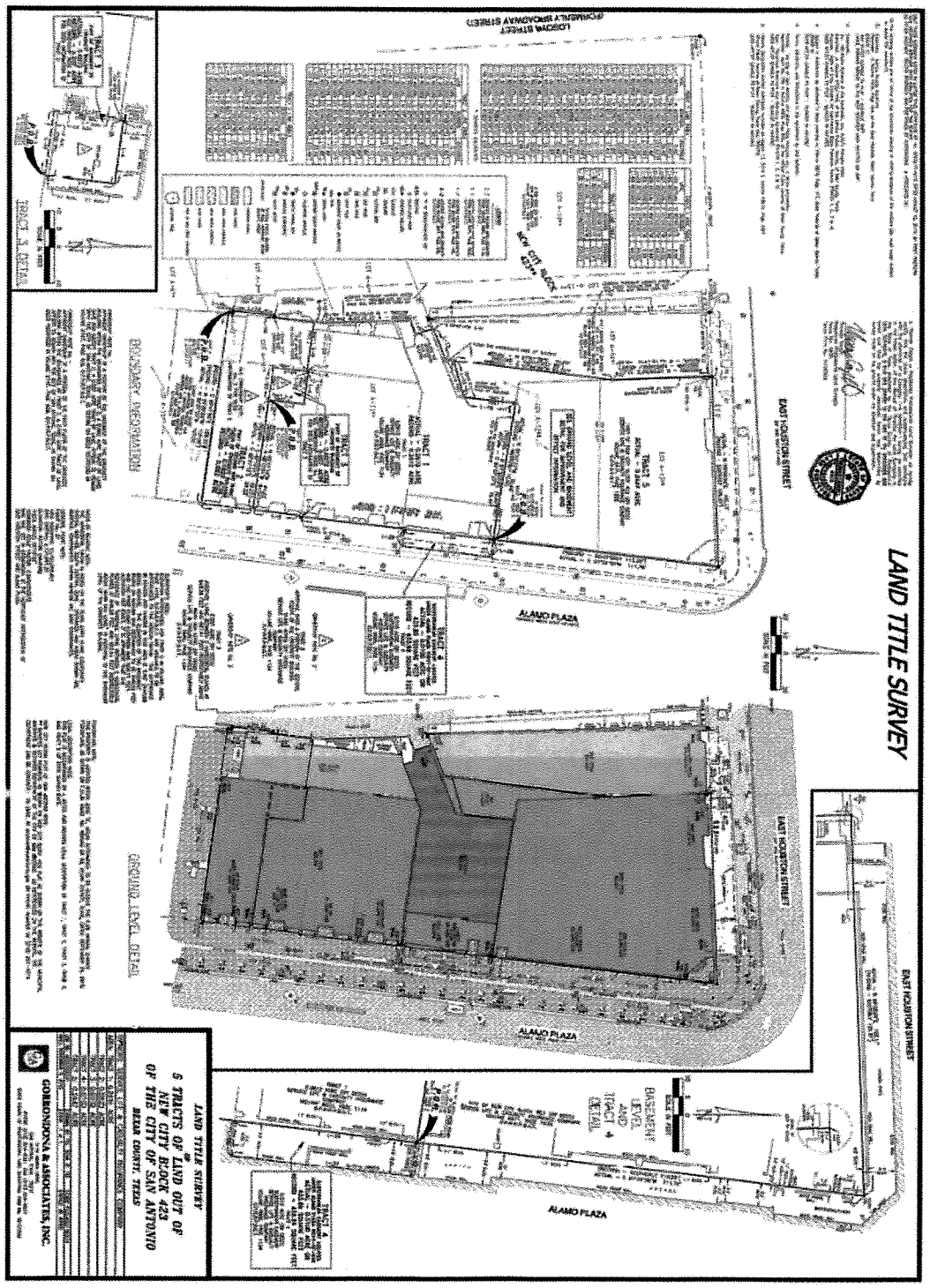
My Commission expires: July 25, 2017

SUZANNE E. NELSON
Notary Public
STATE OF TEXAS
My Comm. Exp. July 25, 2017

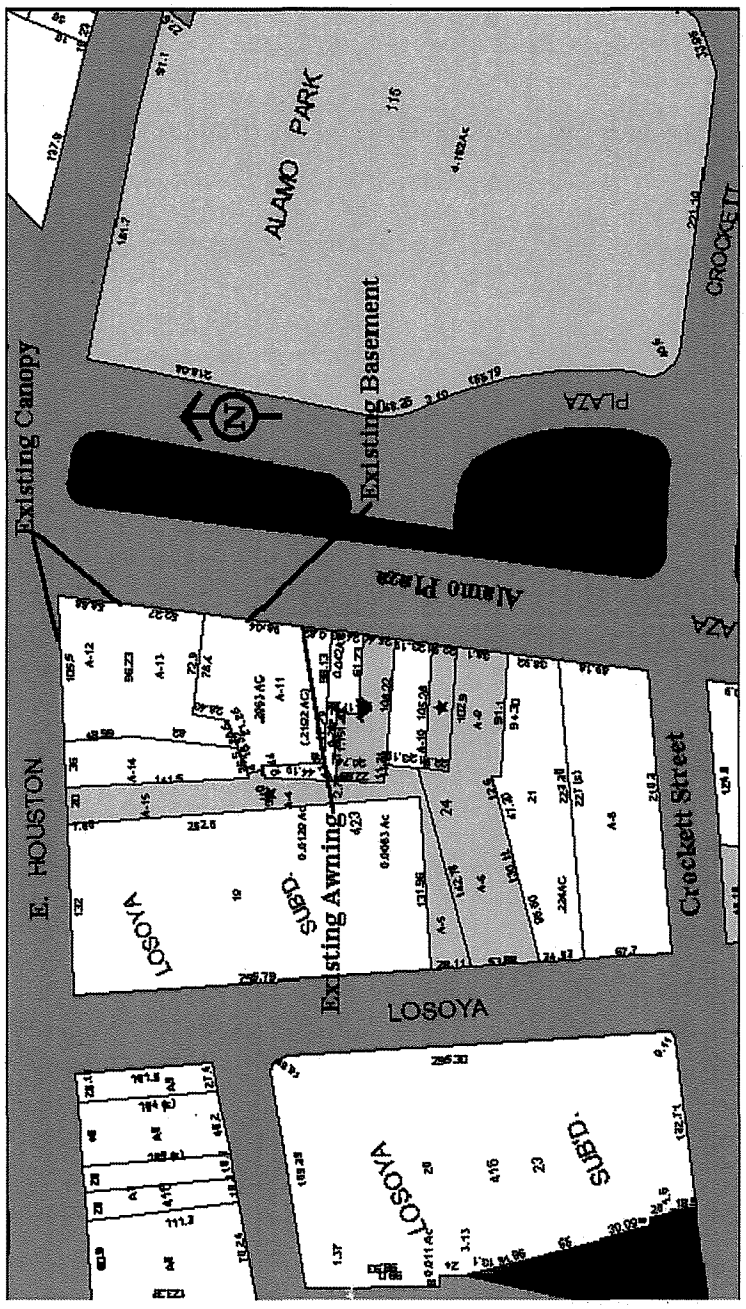
NOTARY WITHOUT BOND

Exhibit A

Basement area indicated as Tract 4

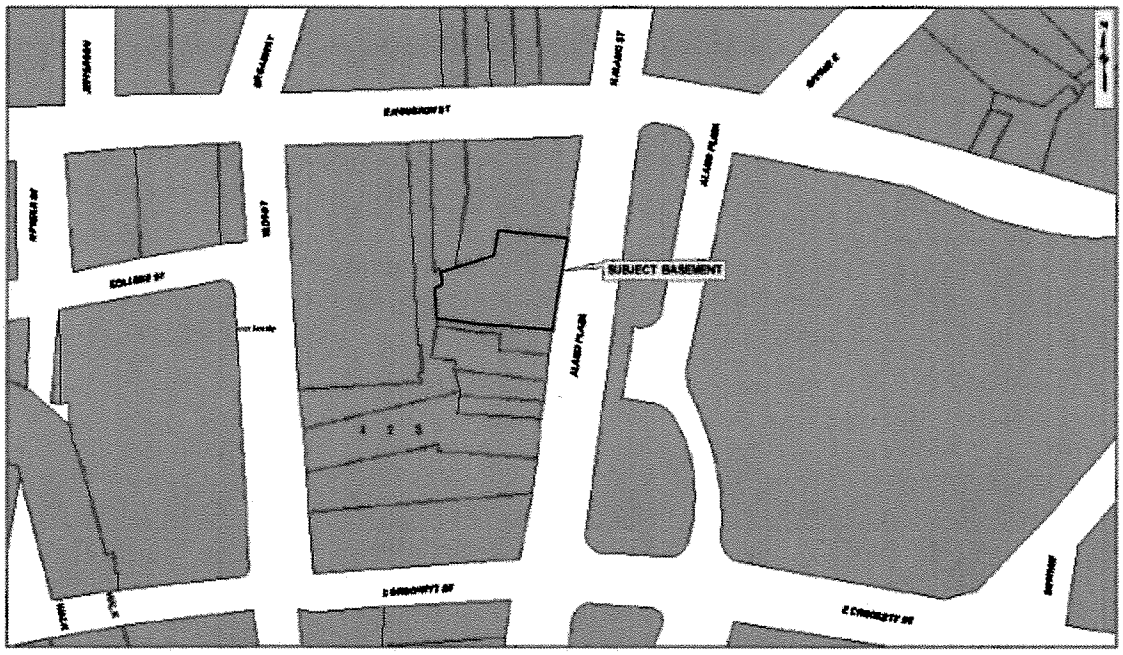


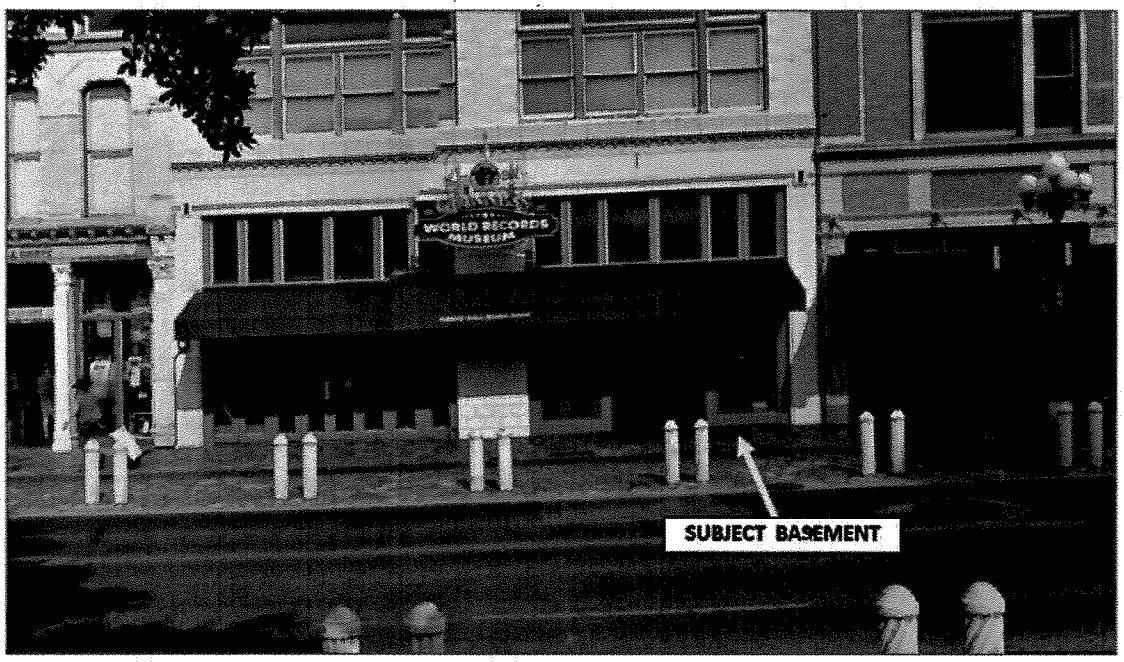
Approximately 433.86 square feet (0.0100 ac) adjacent to Lot A-11 (.2063 ac) & E Irregular 4 feet of S Irregular 44.29 feet of A4, Block 24, New City Block 423.



Map of Subject Property

Location of Existing Basement





TRACT 1

Being a 0.2610 acre tract of land (Record - 0.2612 acre) out of New City Block 423 in the City of San Antonio, Bexar County, Texas, said 0.2610 acre tract of land being all of Tract 1, deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the Official Public Records of Real Property of Bexar County, Texas (O.P.R.R.P.B.C.T.), said 0.2610 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an "X" marked in stone found in the west right-of-way line of Alamo Plaza (a variable width right-of-way), for the northeast corner of said Tract 1 and for the southeast corner of a tract of land deeded to Service Life & Casualty Insurance Company, as recorded in Volume 8471, Page 1835, O.P.R.R.P.B.C.T., said "X" marked in stone having Grid Coordinates of N=13,702,843.90 and E=2,131,797.06, from which a nail found at the intersection of the west right-of-way line of Alamo Plaza with the south right-of-way line of East Houston Street bears, North 07 degrees 34 minutes 36 seconds East, a distance of 111.79 feet, said nail also being the northeast corner of said tract recorded in Volume 8471, Page 1835, O.P.R.R.P.B.C.T.;

THENCE South 07 degrees 24 minutes 40 seconds West (Record – South 07 degrees 42 minutes 00 seconds West), with an east line of said Tract 1 and with the west right-of-way line of Alamo Plaza, a distance of 96.04 feet (Record – 96.04 feet) to an "X" marked in stone found for an angle point in the east line of said Tract 1 and an angle point in the west right-of-way line of Alamo Plaza;

THENCE North 82 degrees 20 minutes 07 seconds West (Record – North 82 degrees 02 minutes 43 seconds West), with an east line of said Tract 1 and with the west right-of-way line of Alamo Plaza, a distance of 0.62 feet (Record – 0.62 feet) to an "X" marked in stone set for an angle point in the east line of said Tract 1 and an angle point in the west right-of-way line of Alamo Plaza;

THENCE South 07 degrees 24 minutes 36 seconds West (Record – South 07 degrees 42 minutes 00 seconds West), with an east line of said Tract 1 and with the west right-of-way line of Alamo Plaza, a distance of 24.43 feet (Record – 24.43 feet calculated) to an "X" marked in stone set for the southeast corner of said Tract 1 and for the most easterly northeast corner of Tract 2, a 0.082 acre tract of land deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134, O.P.R.R.P.B.C.T.;

THENCE North 82 degrees 31 minutes 15 seconds West (Record - North 82 degrees 13 minutes 51 seconds West, with the south line of said Tract 1 and an interior line of said Tract 2, a distance of 61.23 feet (Record – 61.23 feet) to a calculated point in building for the most southerly southwest corner of said Tract 1 and for an interior ell corner of said Tract 2;

THENCE North 07 degrees 26 minutes 01 second East (Record - North 07 degrees 43 minutes 25 seconds East), with an interior line of said Tract 1 and an interior line of said Tract 2, a distance of 17.48 feet (Record – 17.48 feet) to a calculated point in building for an interior ell corner of said Tract 1 and for the most northerly northeast corner of said Tract 2;

THENCE North 82 degrees 51 minutes 56 seconds West (Record - North 82 degrees 34 minutes 32 seconds West), with an interior line of said Tract 1 and an interior line of said Tract 2, a distance of 17.30 feet (Record – 17.30 feet) to a calculated point in building for an exterior ell corner of said Tract 1 and for an interior ell corner of said Tract 2;

THENCE North 07 degrees 12 minutes 05 seconds East (Record - North 07 degrees 29 minutes 29 seconds East), with an interior line of said Tract 1 and an interior line of said Tract 2, a distance of 0.28 feet (Record – 0.28 feet), to a calculated point in building for an interior ell corner of said Tract 1 and for an exterior ell corner of said Tract 2;

THENCE North 82 degrees 47 minutes 55 seconds West (Record - North 82 degrees 30 minutes 31 seconds West), with an interior line of said Tract 1 and an interior line of said Tract 2, a distance of 1.64 feet (Record – 1.64 feet) to a calculated point in building for an interior ell corner of said Tract 1 and for an exterior ell corner of said Tract 2;

THENCE South 07 degrees 12 minutes 05 seconds West (Record - South 07 degrees 29 minutes 29 seconds West), with an interior line of said Tract 1 and an interior line of said Tract 2, a distance of 1.15 feet (Record – 1.15 feet) to a calculated point in building for an exterior ell corner of said Tract 1 and for an interior ell corner of said Tract 2;

THENCE North 82 degrees 35 minutes 10 seconds West (Record - North 82 degrees 30 minutes 31 seconds West), with an interior line of said Tract 1 and an interior line of said Tract 2, a distance of 27.47 feet (Record – 27.60 feet) to an "X" set in concrete for the southwest corner of said Tract 1 and for the northwest corner of said Tract 2;

THENCE North 06 degrees 38 minutes 16 seconds East (Record - North 06 degrees 58 minutes 29 seconds East), with a west line of said Tract 1, a distance of 2.75 feet (Record – 2.75 feet calculated) to an "X" set in concrete for an angle point in the west line of said Tract 1;

THENCE North 65 degrees 51 minutes 07 seconds East (Record - North 66 degrees 11 minutes 20 seconds East), with a west line of said Tract 1, a distance of 0.48 feet (Record – 0.48 feet) to an "X" set in concrete for an angle point in the west line of said Tract 1;

THENCE North 01 degree 51 minutes 42 seconds West (Record - North 01 degree 31 minutes 29 seconds West), with a west line of said Tract 1, a distance of 44.19 feet (Record – 44.19 feet) to an "X" set in concrete for an angle point in the west line of said Tract 1;

THENCE North 70 degrees 20 minutes 58 seconds East (Record - North 70 degrees 22 minutes 39 seconds East), with a west line of said Tract 1, a distance of 7.99 feet (Record – 8.12 feet) to a calculated point near the approximate face of building;

THENCE North 19 degrees 54 minutes 45 seconds West, with a west line of said Tract 1 and along the approximate face of building, a distance of 9.20 feet (Record – 9.20 feet) to a calculated point in building for the most westerly northwest corner of said Tract 1 and being in the south line of a 4,411 square feet tract of land (by deed) deeded to Donald B. Harrell, Trustee for Betsy Fenstermaker Harrell, as recorded in Volume 8301, Page 146 of the O.P.R.R.P.B.C.T.;

THENCE North 70 degrees 05 minutes 15 seconds East (Record - North 70 degrees 22 minutes 39 seconds East), with an interior line of said Tract 1 and with the south line of said 4,411 square feet tract of land, a distance of 18.33 feet (Record – 18.33 feet) to a calculated point near the approximate face of building for an interior ell corner of said Tract 1 and for the southeast corner of said 4,411 square feet tract of land;

THENCE North 07 degrees 26 minutes 45 seconds East (Record - North 07 degrees 44 minutes 09 seconds East), with an interior line of said Tract 1, with an east line of said 4,411 square feet tract of land, and along the approximate face of building, a distance of 3.78 feet (Record – 3.78 feet) to a calculated point near the approximate face of building for an exterior ell corner of said Tract 1 and for the southwest corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T.;

THENCE North 75 degrees 37 minutes 14 seconds East (Record - North 75 degrees 54 minutes 38 seconds East), with an interior line of said Tract 1 and a south line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T., a distance of 21.25 feet (Record – 21.25 feet) to a calculated point near the approximate face of building for an interior ell corner of said Tract 1 and for the most southerly southeast corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T.;

THENCE North 06 degrees 44 minutes 56 seconds East (Record - North 07 degrees 02 minutes 20 seconds East), with an interior line of said Tract 1 and an interior line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T., a distance of 26.43 feet (Record – 26.43 feet) to a calculated point near the corner of a building for the most northerly northwest corner of said Tract 1 and for an interior ell corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T.;

THENCE South 81 degrees 47 minutes 27 seconds East (Record - South 81 degrees 30 minutes 03 seconds East), with the north line of said Tract 1, with an interior line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T., and with the approximate face of building, a distance of 76.40 feet (Record – 76.40 feet) to the **POINT OF BEGINNING**, and containing 11,368 square feet or 0.2610 acre of land, more or less;

TRACT 2
Being a 0.0820 acre tract of land (Record - 0.082 acre) out of New City Block 423 in the City of San Antonio, Bexar County, Texas, said 0.0820 acre tract of land being all of Tract 2, deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the Official Public Records of Real Property of Bexar County, Texas (O.P.R.R.P.B.C.T.), said 0.0820 acre tract of land being airspace having a vertical plane commencing at the Second Floor of a portion of the Crockett Building and extending up to include the Third Floor of the Crockett Building, said 0.0820 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the most southerly southwest corner of said Tract 2 and for the northwest corner of a 0.0591 acre tract of land (by deed) deeded to Chilton Maverick, Trustee for Heather K. Maverick, Kenneth J. Maverick, and S. Bryan Maverick, as recorded in Volume 2807, Page 599 of the O.P.R.R.P.B.C.T., said 1/2 inch iron rod having Grid Coordinates of N=13,702,712.48 and E=2,131,671.41;

THENCE North 06 degrees 52 minutes 55 seconds East (Record - North 06 degrees 58 minutes 29 seconds East), with an interior line of said Tract 2, a distance of 2.12 feet (Record – 1.92 feet) to a 1/2 inch iron rod found for an interior ell corner of said Tract 2;

THENCE North 82 degrees 15 minutes 24 seconds West (Record - North 83 degrees 01 minute 31 seconds West), with an interior line of said Tract 2, a distance of 1.07 feet (Record – 1.23 feet) to a 1/2 inch iron rod found for the most westerly southwest corner of said Tract 2;

THENCE North 06 degrees 38 minutes 16 seconds East (Record - North 06 degrees 58 minutes 29 seconds East), with a west line of said Tract 2, a distance of 20.64 feet (Record – 20.74 feet) to an 80d nail found (disturbed) for an exterior ell corner of said Tract 2;

THENCE South 83 degrees 21 minutes 44 seconds East (Record - South 83 degrees 01 minute 31 seconds East), with an interior line of said Tract 2, a distance of 1.05 feet (Record – 1.05 feet) to a 1/2 inch iron rod found (disturbed) for an interior ell corner of said Tract 2;

THENCE North 06 degrees 38 minutes 16 seconds East (Record - North 06 degrees 58 minutes 29 seconds East), with a west line of said Tract 2, a distance of 19.90 feet (Record – 19.90 feet) to an "X" marked in concrete for the northwest corner of said Tract 2 and for the most westerly southwest corner of said Tract 1;

THENCE South 82 degrees 35 minutes 10 seconds East (Record - South 82 degrees 30 minutes 31 seconds East), with a north line of said Tract 2 and with an interior line of said Tract 1, a distance of 27.47 feet (Record – 27.60) to a calculated point inside building for an interior ell corner of said Tract 2 and for an exterior ell corner of said Tract 1;

THENCE North 07 degrees 12 minutes 05 seconds East (Record - North 07 degrees 29 minutes 29 seconds East), with a north line of said Tract 2 and with an interior line of said Tract 1, a distance of 1.15 feet (Record – 1.15 feet) to a calculated point inside building for an exterior ell corner of said Tract 2 and for an interior ell corner of said Tract 1;

THENCE South 82 degrees 47 minutes 55 seconds East (Record - South 82 degrees 30 minutes 31 seconds East), with a north line of said Tract 2 and with an interior line of said Tract 1, a distance of 1.64 feet (Record – 1.64 feet) to a calculated point inside building for an exterior ell corner of said Tract 2 and for an interior ell corner of said Tract 1;

THENCE South 07 degrees 12 minutes 05 seconds West (Record - South 07 degrees 29 minutes 29 seconds West), with a north line of said Tract 2 and with an interior line of said Tract 1, a distance of 0.28 feet (Record – 0.28 feet) to a calculated point inside building for an interior ell corner of said Tract 2 and for an exterior ell corner of said Tract 1;

THENCE South 82 degrees 51 minutes 56 seconds East (Record - South 82 degrees 34 minutes 32 seconds East), with a north line of said Tract 2 and with an interior line of said Tract 1, a distance of 17.30 feet (Record – 17.30 feet) to a calculated point inside building for the most northerly northeast corner of said Tract 2 and for an interior ell corner of said Tract 1;

THENCE South 07 degrees 26 minutes 01 second West (Record - South 07 degrees 43 minutes 25 seconds West), with an interior line of said Tract 2 and with an interior line of said Tract 1, a distance of 17.48 feet (Record – 17.48 feet) to a calculated point inside building for an interior ell corner of said Tract 2 and for the most southerly southwest corner of said Tract 1;

THENCE South 82 degrees 31 minutes 15 seconds East (Record - South 82 degrees 13 minutes 51 seconds East), with an interior line of said Tract 2 and with the south line of said Tract 1, a distance of 61.23 feet (Record – 61.23 feet) to an "X" marked in stone set in the west right-of-way line of Alamo Plaza (a variable width right-of-way), for the most easterly northeast corner of said Tract 2 and for the southeast corner of said Tract 1;

THENCE South 07 degrees 24 minutes 36 seconds West (Record - South 07 degrees 42 minutes 00 seconds West), with the east line of said Tract 2 and with the west right-of-way line of Alamo Plaza, a distance of 25.40 feet (Record – 25.40 feet) to an "X" marked in stone set for the southeast corner of said Tract 2 and for the northeast corner of said 0.0591 acre tract of land;

THENCE North 82 degrees 57 minutes 23 seconds West (Record - North 82 degrees 39 minutes 59 seconds West) #Record – South 80 degrees 41 minutes 00 seconds East#, with the south line of said Tract 2 and with the north line of said 0.0591 acre tract of land, a distance of 107.05 feet (Record – 107.05 feet) #Record – 106.22 feet# to the **POINT OF BEGINNING**, and containing 3,570 square feet or 0.0820 acre of land, more or less;

TRACT 3
Being a 0.0072 acre tract of land (Record - 0.007 acre) out of New City Block 423 in the City of San Antonio, Bexar County, Texas, said 0.0072 acre tract of land being all of Tract 3, deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the Official Public Records of Real Property of Bexar County, Texas (O.P.R.R.P.B.C.T.), said 0.0072 acre tract of land being airspace having a vertical plane commencing at the Basement Floor of a portion of the Crockett Building and extending up to the bottom of the First Floor of the Crockett Building, said 0.0072 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point inside a building for the southeast corner of said Tract 3 and for the most southerly southwest corner of Tract 1, deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the O.P.R.R.P.B.C.T., said calculated point also being an interior ell corner of Tract 2, deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the O.P.R.R.P.B.C.T., said calculated point having Grid Coordinates of N=13,702,732.51 and E=2,131,720.21, from which an "X" marked in stone found for an angle point in the east line of said Tract 1 and in the west right-of-way line of Alamo Plaza (a variable width right-of-way) bears, South 82 degrees 31 minutes 15 seconds East, a distance of 61.23 feet, North 07 degrees 24 minutes 36 seconds East, a distance of 24.43 feet, and South 82 degrees 20 minutes 07 seconds East, a distance of 0.62 feet;

THENCE North 82 degrees 32 minutes 44 seconds West (Record - North 82 degrees 13 minutes 51 seconds West), with the south line of said Tract 3, a distance of 18.08 feet (Record – 18.08 feet) to a calculated point inside a building for the southwest corner of said Tract 3;

THENCE North 07 degrees 24 minutes 46 seconds East (Record - North 07 degrees 42 minutes 10 seconds East), with the west line of said Tract 3, a distance of 17.66 feet (Record – 17.66 feet) to a calculated point inside a building for the northwest corner of said Tract 3, said calculated point being in a north line of said Tract 2 and in an interior line of said Tract 1;

THENCE South 82 degrees 47 minutes 55 seconds East (Record - South 82 degrees 30 minutes 31 seconds East), with a north line of said Tract 3, with a north line of said Tract 2, and with an interior line of said Tract 1, a distance of 0.78 feet (Record – 0.78 feet) to a calculated point inside a building for an exterior ell corner of said Tract 3 and an exterior ell corner of said Tract 2, said calculated point also being an interior ell corner of said Tract 1;

THENCE South 07 degrees 12 minutes 05 seconds West (Record - South 07 degrees 29 minutes 29 seconds West), with an interior line of said Tract 3, with an interior line of said Tract 2, and with an interior line of said Tract 1, a distance of 0.28 feet (Record – 0.28 feet) to a calculated point inside a building for an interior ell corner of said Tract 3 and an interior ell corner of said Tract 2, said calculated point also being an exterior ell corner of said Tract 1;

THENCE South 82 degrees 51 minutes 56 seconds East (Record - South 82 degrees 34 minutes 32 seconds East), with an interior line of said Tract 3, with an interior line of said Tract 2, and with an interior line of said Tract 1, a distance of 17.30 feet (Record – 17.30 feet) to a calculated point inside a building for the northeast corner of said Tract 3 and for the northeast corner of said Tract 2, said calculated point also being an interior ell corner of said Tract 1;

THENCE South 07 degrees 26 minutes 01 second West (Record - South 07 degrees 43 minutes 25 seconds West), with the east line of said Tract 3, with an interior line of said Tract 2, and with an interior line of said Tract 1, a distance of 17.48 feet (Record – 17.48 feet) to the **POINT OF BEGINNING**, and containing 315 square feet or 0.0072 acre of land, more or less;

TRACT 4

Being a 0.0100 acre subterranean easement (Record – 433.86 square feet) out of New City Block 423 in the City of San Antonio, Bexar County, Texas, said 0.0100 acre subterranean easement being all of Tract 4, deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the Official Public Records of Real Property of Bexar County, Texas (O.P.R.R.P.B.C.T.), said 0.0100 acre subterranean easement being a portion of a basement located under the Alamo Plaza right-of-way, said 0.0100 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an "X" marked in stone found in the west right-of-way line of Alamo Plaza (a variable width right-of-way), for the northwest corner of said Tract 4 and for the northeast corner of Tract 1, deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the O.P.R.R.P.B.C.T., said "X" marked in stone being the southeast corner of a tract of land deeded to Service Life & Casualty Insurance Company, as recorded in Volume 8471, Page 1835, O.P.R.R.P.B.C.T., said "X" marked in stone having Grid Coordinates of N=13,702,843.90 and E=2,131,797.06, from which a nail found at the intersection of the west right-of-way line of Alamo Plaza with the south right-of-way line of East Houston Street bears, North 07 degrees 34 minutes 36 seconds East, a distance of 111.79 feet, said nail also being the northeast corner of said tract recorded in Volume 8471, Page 1835, O.P.R.R.P.B.C.T.;

THENCE South 82 degrees 35 minutes 20 seconds East (Record - South 82 degrees 18 minutes 00 seconds East), extending into Alamo Plaza right-of-way and with the north line of said Tract 4, a distance of 9.68 feet (Record – 9.68 feet) to a calculated point for the northeast corner of said Tract 4;

THENCE South 07 degrees 24 minutes 40 seconds West (Record - South 07 degrees 42 minutes 00 seconds West), continuing through Alamo Plaza right-of-way and with the east line of said Tract 4, a distance of 44.82 feet (Record – 44.82 feet) to a calculated point for the southeast corner of said Tract 4;

THENCE North 82 degrees 35 minutes 20 seconds West (Record - North 82 degrees 18 minutes 00 seconds West), continuing through Alamo Plaza right-of-way and with the south line of said Tract 4, a distance of 9.68 feet (Record – 9.68 feet) to a calculated point for the southwest corner of said Tract 4 and being in the east line of said Tract 1, said calculated point also being in the west right-of-way line of Alamo Plaza;

THENCE North 07 degrees 24 minutes 40 seconds East (Record - North 07 degrees 42 minutes 00 seconds East), with the west line of said Tract 4, with the east line of said Tract 1, and with the west right-of-way line of Alamo Plaza, a distance of 44.82 feet (Record – 44.82 feet) to the **POINT OF BEGINNING**, and containing 433.86 square feet or 0.0100 acre of land, more or less;

TRACT 5
Being a 0.2447 acre tract of land out of New City Block 423 in the City of San Antonio, Bexar County, Texas, said 0.2447 acre tract of land being all of that tract of land deeded to Service Life & Casualty Insurance Company, as recorded in Volume 8471, Page 1835 of the Official Public Records of Real Property of Bexar County, Texas (O.P.R.R.P.B.C.T.), said 0.2447 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an "X" marked in stone found in the west right-of-way line of Alamo Plaza (a variable width right-of-way), for the southeast corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and for the northeast corner of Tract 1, a 0.2612 acre tract of land (by deed) deeded to Service Life & Casualty Insurance Company, as recorded in Volume 6885, Page 1134 of the O.P.R.R.P.B.C.T., said "X" marked in stone having Grid Coordinates of N=13,702,843.90 and E=2,131,797.06;

THENCE North 81 degrees 47 minutes 27 seconds West [Record – Westerly], with an interior line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T., with the north line of said Tract 1, and along the approximate face of building, a distance of 76.40 feet [Record – 76.40 feet] to a calculated point near the corner of a building for an interior ell corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and for the most northerly northwest corner of said Tract 1;

THENCE South 06 degrees 44 minutes 56 seconds West [Record – Southerly], with an interior line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T., with an interior line of said Tract 1, and along the approximate face of building, a distance of 26.43 feet [Record – 25.5 feet] to a calculated point for the most southerly southeast corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and for an interior ell corner of said Tract 1;

THENCE South 75 degrees 37 minutes 14 seconds West [Record – Southwesterly], with the south line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and with an interior line of said Tract 1, a distance of 21.25 feet [Record – 26.5 feet] to a calculated point near the face of a building for the southwest corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and for an exterior ell corner of said Tract 1, said calculated point also being in the east line of a 4,411 square feet tract of land (by deed) deeded to Donald B. Harrell, Trustee for Betsy Fenstermaker Harrell, as recorded in Volume 8301, Page 146 of the O.P.R.R.P.B.C.T.;

THENCE North 07 degrees 51 minutes 38 seconds East [Record – Northerly] *Record – South 07 degrees 44 minutes 20 seconds West*, with a west line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T., with an east line of said 4,411 square feet tract of land, and along the approximate face of building, a distance of 79.80 feet [Record – 82 feet] *Record – 83.00 feet*, to a calculated point near the corner of a building for an interior ell corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and for an angle point in the east line of said 4,411 square feet tract of land;

THENCE North 02 degrees 19 minutes 24 seconds West [Record - Northerly] *Record - South 02 degrees 08 minutes 00 seconds East*, with a west line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T., with an east line of said 4,411 square feet tract of land, and along the approximate face of building, a distance of 48.99 feet [Record – 48.99 feet] *Record – 52.07 feet*, to a nail found in the south right-of-way line of East Houston Street (a 60 foot wide right-of-way) for the northwest corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and for the northeast corner of said 4,411 square feet tract of land, from which an "X" marked in concrete found at the intersection of the south right-of-way line of East Houston Street with the east right-of-way line of Losoya Street (formerly Broadway Street) bears, South 88 degrees 08 minutes 06 seconds West, a distance of 188.63 feet, said "X" marked in concrete also being the northwest corner of a 0.758 acre tract of land (by deed) deeded to San Antonio 2000, Ltd., as recorded in Volume 12911, Page 1013 of the O.P.R.R.P.B.C.T.;

THENCE North 88 degrees 08 minutes 06 seconds East [Record – Easterly] with the north line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and with the south right-of-way line of East Houston Street, a distance of 105.17 feet [Record – 105.37 feet] to a nail found at the point of intersection of the south right-of-way line of East Houston Street with the west right-of-way line of Alamo Plaza, for the northeast corner of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T.;

THENCE South 07 degrees 34 minutes 36 seconds West [Record – Southerly], with the east line of said tract of land recorded in Volume 8471, Page 1835 of the O.P.R.R.P.B.C.T. and with the west right-of-way line of Alamo Plaza, a distance of 111.79 feet [Record – 113.28 feet] to the **POINT OF BEGINNING**, and containing 10,634 square feet or 0.2447 acre of land, more or less;

Notes:
Basis of bearing is based on the Texas State Plane Coordinate System, NAD83, South Central Zone. Distances and areas shown herein are surface values. Coordinates shown herein are grid coordinates.

These metes and bounds legal descriptions are accompanied by a plat of even date.

(...) Denotes record measurements from Volume 6885, Page 1134 of the Official Public Records of Real Property of Bexar County, Texas.

[...] Denotes record measurements from Volume 8471, Page 1835 of the Official Public Records of Real Property of Bexar County, Texas.

... Denotes record measurements from Volume 8301, Page 146 of the Official Public Records of Real Property of Bexar County, Texas.

#...# Denotes record measurements from Volume 2807, Page 599 of the Official Public Records of Real Property of Bexar County, Texas.

I, Thomas Cargill, Registered Professional Land Surveyor No. 5835, licensed in the State of Texas, do hereby certify that this legal description is true and correct and was produced from an actual on-the-ground survey under my direct supervision.

Thomas Cargill
Registered Professional Land Surveyor No. 5835
Gorrondona and Associates, Inc.
2118 Mannix Drive
San Antonio, Texas 78217
(210) 824-8017
Texas Board of Professional Land Surveying Firm No. 10106900

Exhibit B

Memorandum of License Agreement

This is a Memorandum of License Agreement ("Agreement") entered into by and between Licensee and the City of San Antonio, a Texas municipal corporation (Licensor), acting by and through its City Manager, or designee, pursuant to the Authorizing Ordinance.

Authorizing Ordinance (No. and Date):	
Licensee:	State of Texas, acting by and through, the Texas General Land Office, on behalf of the Alamo Complex
Licensee's Address:	PO Box 12873 Austin, TX 78711-2873 (Attention: General Counsel)
Term:	25 Years from the Effective Date
Premises:	The real property situated in San Antonio, Bexar County, Texas more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes.
Scope of License:	Use and maintain a basement area extending under the public right of way of Lot A-11 at 327 Alamo Plaza
Effective Date:	February 1, 2016
Licensor's Address:	City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

Licensor has granted a license to Licensee as described above. For more detailed terms, refer to the License Agreement.

The License is personal to Licensee and cannot be assigned or sublicensed except as provided in the License.

In Witness Whereof, the parties have caused their representative to hereunto set their hands.
Licensor:
City of San Antonio,
a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me by _____, _____ of the City of San Antonio, a Texas municipal corporation, on behalf of said municipal corporation.

Dated:_____

_____
Notary Public, in and for State of Texas

My Commission Expires:_____

Licensee:

THE STATE OF TEXAS, acting by and through,
THE TEXAS GENERAL LAND OFFICE,
on behalf of the ALAMO COMPLEX

By: _____
GEORGE P. BUSH
Commissioner, General Land Office

Contracts _____

Legal _____

Gen. Counsel _____

Executive _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this date by GEORGE P. BUSH, Commissioner of the Texas General Land Office, a political subdivision of the State of Texas, in the capacity therein stated and on behalf of that entity.

Date: January 11, 2016 _____
Notary Public, State of Texas

My Commission expires: July 25, 2017

Texas General Land Office
Asset Management Division
Stephen F. Austin Building
1700 North Congress Ave., 8th Floor
PO Box 12873
Austin, Texas 78711-2873
Attn: Brian Carter

SUZANNE E. NELSON
Notary Public
STATE OF TEXAS
My Comm. Exp. July 25, 2017
NOTARY WITHOUT BOND