

AN ORDINANCE 2013-06-06-0389

AUTHORIZING AN AMENDMENT TO THE TOWER OF THE AMERICA'S LEASE AND DEVELOPMENT AGREEMENT BETWEEN THE CITY AND WILLIE G'S POST OAK, INC. DBA LANDRY'S RESTAURANTS, INC. FOR RELOCATION OF THE TOWER OF THE AMERICA'S PARKING LOT AND REVISION TO WALKWAY LICENSE; AN AMENDED AND RESTATED INGRESS AND EGRESS EASEMENT AGREEMENT, A PARKING AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND UNIVERSITY OF TEXAS AT SAN ANTONIO WHICH IDENTIFIES THE CITY'S OBLIGATIONS TO UTSA IN EXCHANGE FOR THE EXPANDED USE OF UTSA'S DRIVEWAY INTO HEMISFAIR PARK FROM CESAR CHAVEZ BOULEVARD; AND, A ONE-TIME PAYMENT OF \$48,000.00 AUTHORIZED PAYABLE TO UTSA FOR EXPANDED USE OF AN EASEMENT DURING CONSTRUCTION OF HENRY B. GONZALEZ CONVENTION CENTER EXPANSION PROJECT LOCATED IN COUNCIL DISTRICT 1.

* * * * *

WHEREAS, the City of San Antonio entered into a Lease and Development Agreement with Willie G's Post Oak, Inc. dba Landry's Restaurants per Ordinance No. 99996, approved on November 18, 2004, to operate the Tower of the Americas in HemisFair Park; and

WHEREAS, following extensive renovation, the Tower of the Americas opened to the public on June 22, 2006; and

WHEREAS, the Lease Agreement provides for a 15-year term, with one, 10-year renewal option; and

WHEREAS, as part of the agreement, Landry's is responsible for maintaining both a parking facility that is adjacent to the Tower, as well as four walkways that directly serve the Tower premises; and

WHEREAS, Landry's Restaurant operates a parking deck located adjacent to the Tower on Tower of the Americas Way (formerly Bowie Street); and

WHEREAS, this parking facility will be demolished in Fall 2013 in order to facilitate the expansion of the Henry B. Gonzalez Convention Center; and

WHEREAS, this amendment provides for the City to relocate Landry's Restaurant parking to alternate parking lots near the Institute of Texan Cultures (ITC), currently overseen by the City's Downtown Operations Parking Division; and

WHEREAS, Landry's Restaurant will manage the lots in exchange for providing a percentage of its revenue to the City; and

WHEREAS, the City earns 30% of all parking revenue generated by Landry's Restaurant; and

WHEREAS, this amendment also will provide for two alternate walkways leading to the Tower from the relocated parking lots; and

WHEREAS, these walkways are existing pathways leading to the Tower premises and will replace the walkways from the current parking facility; and

WHEREAS, on May 12, 2005, City Council approved through Ordinances 100851 and 100852, an Easement Agreement and Parking Agreement between the City and the University of Texas at San Antonio (UTSA); and

WHEREAS, the Easement Agreement authorized the City to utilize UTSA's driveway connecting Cesar Chavez Boulevard to the City-owned parking lots within HemisFair Park and required that the City be responsible for maintenance of UTSA's .224 acre driveway easement property; and

WHEREAS, the Parking Agreement designated 50 reserved parking spaces for use by UTSA within City-owned parking lots near the ITC in HemisFair Park and designated use of other City-owned parking lots in HemisFair Park for use by the Texas Folklife Fest in exchange for annual payments of \$5,000.00 and \$1,900.00, respectively;

WHEREAS, Convention Center expansion requires an adjustment of the rights and obligations of the City and UT-related entities; and

WHEREAS, the adjustment of rights and obligations takes the form of the Amended and Restated Ingress and Egress Easement Agreement, Parking Agreement, and Memorandum of Understanding authorized by this Ordinance; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the Downtown Operations Department or his designee, is hereby authorized to execute an amendment to the Tower of the America's Lease and Development Agreement between the City and Willie G's Post Oak, Inc. dba Landry's Restaurants, Inc. for relocation of the Tower of the America's parking lot and revision to walkway license. A copy of the amendment to the Tower of the America's Lease and Development Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an Amended and Restated Ingress and Egress Easement Agreement in substantially the form attached as **Attachment II**, a Parking Agreement in substantially the form of **Attachment III**, and a Memorandum of Understanding in substantially the form of **Attachment IV**. All attachments to this Ordinance are incorporated into it for all purposes as if fully set forth.

SECTION 3. The City Manager and her designee, severally, should consummate the transactions contemplated by the instruments attached to this Ordinance according to the terms of the attached instruments. They should further take all other actions necessary or convenient to effectuate the transactions, including agreeing to non-material changes to the approved forms and executing all necessary or convenient ancillary instruments and agreements.

SECTION 4. Funds generated by this ordinance will be deposited into Fund 53001000, Internal Order 219000000133 and General Ledger 4401180.

SECTION 5. The amount of \$48,000.00 is appropriated in SAP Fund 47005000, 2008 Hot Revenue, Series 2008, SAP WBS RB-00179-01-01-09, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 42-00038-90-23-01. The amount of \$48,000.00 is authorized to be transferred to SAP Fund 47099000.

SECTION 6. The budget in SAP Fund 47099000, Convention Center Capital Projects, SAP Project Definition 42-00038, Convention Center Expansion, shall be revised by increasing SAP WBS element 42-00038-90-23-01 entitled Transfer from RB-00179-01-01-09 (2008), SAP GL account 6101100 – Interfund Transfer In, in the amount of \$48,000.00.

SECTION 7. The amount of \$48,000.00 is appropriated in SAP Fund 47099000, Convention Center Capital Projects, SAP Project Definition 42-00038, Convention Center Expansion, SAP WBS Element 42-00038-05-02-02, entitled Construction -UTSA Parking Lot, SAP GL Account 5201140.

SECTION 8. Payment in the amount of \$48,000.00 in SAP Fund 47099000, Convention Center Capital Projects, SAP Project Definition 42-00038, Convention Center Expansion, is authorized to be encumbered and made payable to the University of Texas at San Antonio, for full use of their easement for 4 years.

SECTION 9. 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.

SW/KB/vv
06/06/13
Item #11

SECTION 10. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 6th day of June, 2013.



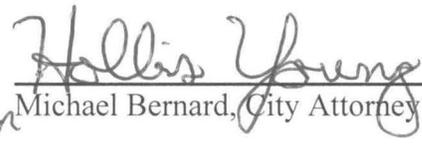
M A Y O R
Julián Castro

ATTEST:

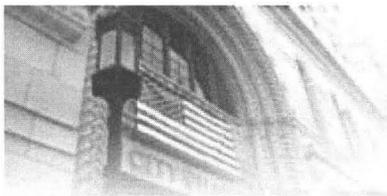


Leticia M. Vacek, City Clerk

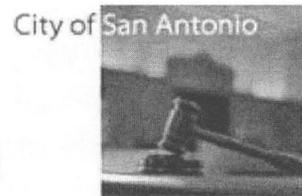
APPROVED AS TO FORM:



for _____
Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 11

Name:	11						
Date:	06/06/2013						
Time:	10:51:18 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to the Tower of the America's Lease and Development Agreement between the City and Willie G's Post Oak, Inc. dba Landry's Restaurants, Inc. for relocation of the Tower of the America's parking lot and revision to walkway license; an Amended and Restated Ingress and Egress Easement Agreement, a Parking Agreement and Memorandum of Understanding between the City and University of Texas at San Antonio which identifies the City's obligations to UTSA in exchange for the expanded use of UTSA's driveway into HemisFair Park from Cesar Chavez Boulevard; and, a one-time payment of \$48,000.00 authorized payable to UTSA for expanded use of an easement during construction of Henry B. Gonzalez Convention Center Expansion Project located in Council District 1. [Ed Belmares, Assistant City Manager; Jim Mery, Interim Director, Downtown Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4				x		
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Attachment I

LEASE & DEVELOPMENT AGREEMENT WILLIE G'S POST OAK, INC. & CITY OF SAN ANTONIO

SECOND AMENDMENT

This Second Amendment to the Lease & Development Agreement ("Second Amendment") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation (herein referred to as "LANDLORD"), acting through its City Manager, or her designated representative, and WILLIE G'S POST OAK, INC., a Texas Corporation (herein referred to as "TENANT").

Background: The LANDLORD and TENANT entered into the Lease & Development Agreement ("Agreement") as authorized by Ordinance 99996, passed and approved by the San Antonio City Council on November 18, 2004. The Agreement was modified by the First Amendment, as authorized by Ordinance 2007-05-17-0570 passed and approved by the San Antonio City Council on May 17, 2007. The Agreement included a Parking License and a Walkway License. The parties desire to amend the Parking License and the Walkway License in order to accommodate the expansion of the Henry B. Gonzalez Convention Center.

Agreement: In consideration of the mutual promises and covenants contained below, LANDLORD and TENANT agree to amend the Agreement as follows:

1. Section 4.1.1, Parking License, is amended to read as follows:

4.1.1 Parking License. Subject to the terms and conditions of this Lease, Landlord hereby grants to Tenant during the Term of this Lease the following (as the same may be terminated and re-licensed pursuant to Section 4.1.2, the "**Parking License**"): (A) an exclusive license in and to the following parking spaces (as the same may be relocated pursuant to Section 4.1.2, "**Tenant's Parking spaces**") (i) on a twenty-four (24) hour basis, seven (7) days a week, 160 spaces located in the Parking Facility depicted on Exhibit A-3.1 ("**Parking Tract**"), and (ii) for the period until this Parking License may be terminated and re-licensed, an additional 34 spaces also on a twenty-four (24) hour basis, seven (7) days a week, and (iii) for the period until this Parking License may be terminated and re-licensed, an additional 50 spaces between the hours of 7:00 p.m. and 7:00 a.m. local time, seven (7) days a week, located in lots 7 and 8, and (iv) for the period until this Parking License may be terminated and re-licensed, an additional 75 spaces between the hours of 7:00 p.m. and 7:00 a.m. local time, Monday-Friday, and on a twenty-four (24) hour basis on Saturday & Sunday, and (B) a non-exclusive license as to the remaining Parking Improvements, all for the sole purposes of (1) permitting parking of passenger vehicles, (2) tenant's performance of its obligations under this Lease with respect to the Parking Improvements and (3) such other uses as are Approved by Landlord's Representative pursuant to Section 12.1(6). Tenant shall have the right to

designate the Tenant's Parking Spaces as reserved for the use of patrons, visitors or guests of the Leased Premises or Tenant's employees, agents or contractors who are employed at or performing services in connection with Tenant's operation at the Premises; and except as otherwise *provided* hereinabove, Tenant shall not otherwise be entitled to exclude the public from parking in Tenant's Parking Spaces or elsewhere in the Parking Facility. The remaining parking spaces in the Parking Facility which are not a portion of Tenant's Parking Spaces ("**Landlord's Parking Spaces**") shall be reserved for the exclusive use of the Landlord and the City for the sole purpose of parking and storage; *provided* that neither Landlord nor the City shall be permitted to sell or lease such spaces for public parking. Tenant agrees to accommodate traffic at no charge to cross Parking Tract, including vehicles supporting Convention Center expansion and Market Street realignment and multi-passenger vehicles visiting the Institute of Texan Cultures. Notwithstanding the preceding, Landlord continues to reserve the right to relocate Tenant's Parking Spaces according to the provisions of section 4.1.2 of the Agreement. Tenant acknowledges and agrees that, per the terms of section 4.1.2, in the event Landlord exercises its right to Relocate Tenant's Parking Spaces, Tenant shall be entitled to a minimum of one hundred sixty (160) contiguous parking spaces within the area identified on Exhibit E, provided however, during the Convention Center expansion construction period, Landlord shall not relocate the Parking Tract or reduce number of spaces made available to Tenant by this amendment. Prior to the effective date of this amendment, Landlord covenants and agrees to construct the following improvements and changes to the Parking Tract depicted on Exhibit A-3.1:

- The existing security station/ticket booth, its infrastructure, and accompanying utility service shall be relocated to driveway site on City property near or adjacent to boundary line between City of San Antonio and University of Texas property.
- The driveway from Cesar Chavez Blvd to the relocated security station/ticket booth shall be widened to no less than 40' measured from curb-to-curb.
- A left hand turn lane shall be constructed on Cesar Chavez Blvd to enable eastbound traffic on Cesar Chavez Blvd to enter the driveway leading into Hemisfair Park and Tenant's Parking Spaces.
- A wayfinding street sign to include "Tower of the Americas" shall be installed near driveway entrance; provided, however, if a wayfinding street sign is not in place as of the new parking license effective date, Landlord shall temporarily install Tenant's existing red/yellow parking sign until the wayfinding street sign is in place - at which time Landlord shall remove Tenant's temporarily installed sign.
- All work must be completed to City standards and code.

Parking Spaces	Days Available	Hours Available
160	7 days per week	24 hours per day
34	7 days per week	24 hours per day

50	7 days per week	7 pm – 7 am
75	5 days per week	7 pm – 7 am
	Saturday-Sunday	24 hours per day

2. Section 4.2.1, Walkway License, is amended to read as follows:

4.2.1 Walkway License. Subject to the terms and conditions of this Lease, Landlord hereby grants Tenant during the Term a non-exclusive, revocable license in and to the Walkway Tracts for the purpose of pedestrian ingress and egress to and from the Tower Tract (as the same may be terminated pursuant to Section 4.2.2, the Walkway License). The Walkway License authorized by this amendment is represented by Exhibit A-2.1, Walkway Tracts. Notwithstanding the preceding, Landlord continues to reserve the right to relocate Tenant's Walkway License according to the provisions of section 4.2.2 of the Agreement.

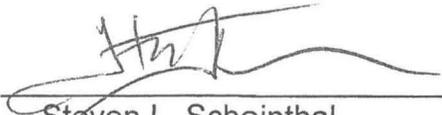
3. This amendment shall become effective (1) after Landlord has constructed the improvements and changes to the Parking Tract as provided hereinabove and (2) as of the date on which Landlord closes the parking facility in the Initial Parking Tract in preparation for its demolition which shall not occur before September 1, 2013.

Executed in duplicate originals, each of which shall have the full force and effect of an original, on this the _____ day of _____, 2013.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

WILLIE G'S POST OAK, INC.,
a Texas corporation

By: _____
Sheryl Sculley
City Manager

By: 
Steven L. Scheinthal
Vice President

Legal  _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A-3.1
TO
LEASE AND DEVELOPMENT AGREEMENT
PARKING TRACT

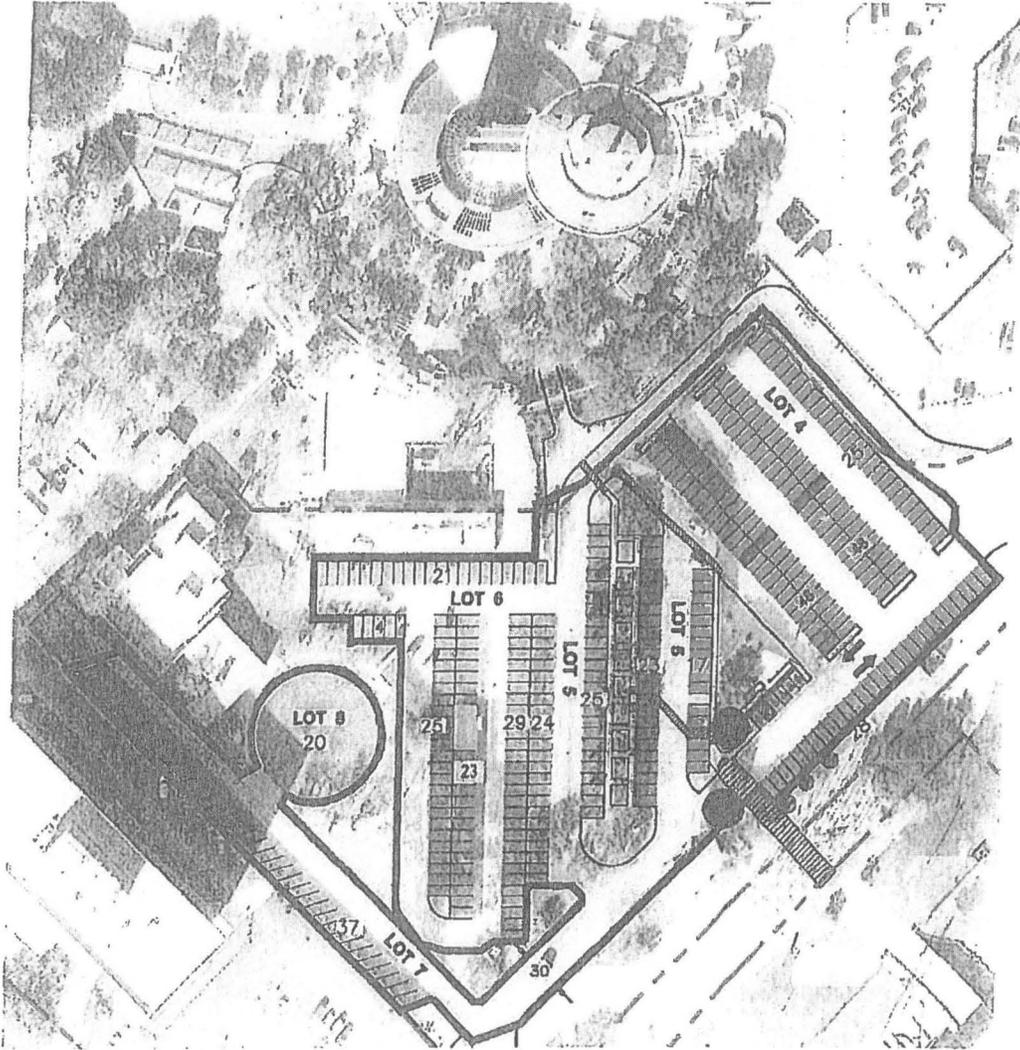
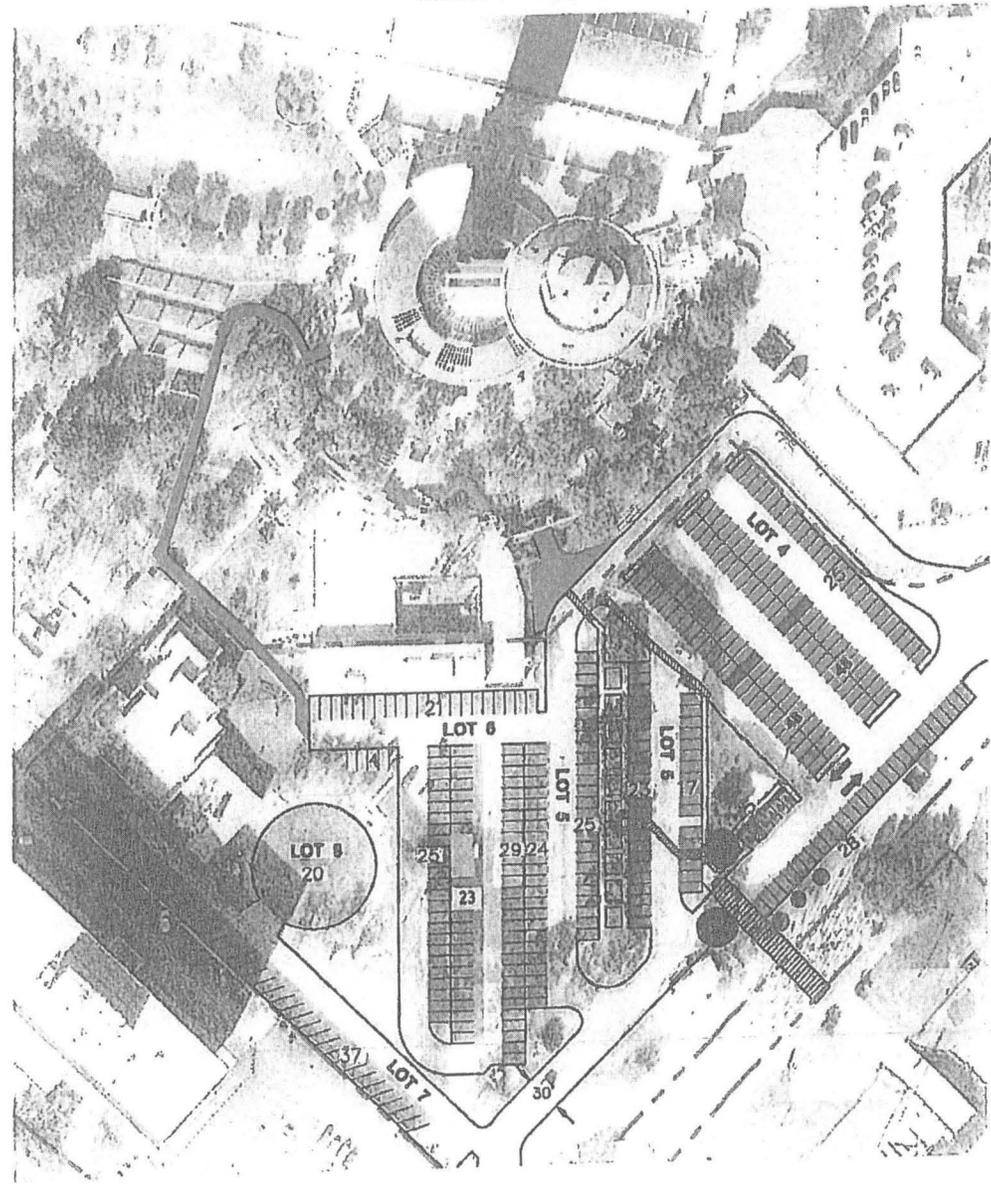


EXHIBIT A-2.1
TO
LEASE AND DEVELOPMENT AGREEMENT

WALKWAY TRACTS



Attachment II

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

**AMENDED AND RESTATED
INGRESS AND EGRESS EASEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Effective Date: _____, 2013

Grantor: THE BOARD OF REGENTS OF THE UNIVERSTIY OF TEXAS SYSTEM, for the use and benefit of The University of Texas at San Antonio

Grantor's Mailing Address The University of Texas System, 201 W. 7th Street, Austin, Travis County, Texas 78701 (Attention: Executive Director of Real Estate)

Grantee: City of San Antonio

Grantee's Mailing Address: P.O. Box 839966, San Antonio, Texas 78283-3966, Bexar County, Texas 78283-3966

Background:

Grantor previously granted an easement to Grantee over the same Easement Property by means of an Ingress and Egress Easement Agreement dated August 9, 2005 and recorded at Volume 11570, Page 2193, Official Public Records of Bexar County, Texas ("**Original Easement**").

When the Original Easement was first recorded, the pages showing a signature on behalf of Grantor was mistakenly omitted.

Accordingly, on March 30, 2009, the Original Easement was rerecorded to correct that error at Volume 13917, Page 433, Official Public Records of Bexar County, Texas. (As used in the remainder of this document, the term, "**Original Easement**," means both the instrument recorded in Volume 11570, Page 2193, and in Volume 13917, Page 433, Official Public Records of Bexar County, Texas.)

Grantee is beginning to redevelop HemisFair Park in which the Easement Property and the Institute of Texan Cultures is located, and that redevelopment requires adjustment of the rights and obligations of the parties relating to the Easement Property.

This instrument is intended to replace the Original Easement in its entirety.

Rights and Obligations:

CONSIDERATION: Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: An approximately 0.330-acre tract out of a called 13.068-acre tract comprised of a 6.544-acre tract and a 6.524-acre tract conveyed to the State of Texas by deeds recorded in Volume 6165, Pages 473-478 and Volume 5757, Pages 451-454, Deed Records of Bexar County, Texas, all in NCB 13814, San Antonio, Bexar County, Texas, and more particularly described on **Exhibit A**, which is incorporated into this instrument by reference for all purposes as if fully set forth.

DOMINANT ESTATE: The 5.995-acre parcel of land in Bexar County, Texas more particularly described on **Exhibit B**, which is incorporated into this instrument by reference for all purposes as if it were fully set forth.

ORIGINAL EASEMENT: The Original Easement is revoked by this instrument and replaced in its entirety by this easement.

PURPOSE: Non-exclusive pedestrian and vehicular ingress and egress between the Dominant Estate and Cesar Chavez Boulevard f/k/a Durango Boulevard for the purpose of allowing Grantee's operations on the Dominant Estate; provided however that the Easement Property cannot be used as vehicular access to a property other than the Dominant Estate except as expressly and specifically provided in this Easement. With the prior written approval of Grantor, which shall not be unreasonably withheld, Grantee may further (1) place a sign or signs, not to exceed 3 feet X 5 feet in size, on the Easement Property displaying information related to the operation of the Dominant Estate, and (2) relocate the existing parking booth to another location on the Easement Property, provided that Grantee restores the current location of the parking booth to Grantor's reasonable satisfaction. Grantee need not remove the island at the booth's current location provided that the island is maintained by Grantee in an attractive manner. For the purpose of establishing that Grantee's signage within the Easement Property is signage on Grantee's "premises," the parties agree that Grantee's use of the Easement Property is for the general purpose of operating the Dominant Estate so that the Easement Property and the Dominant Estate may be treated as "premises" within the meaning of § 28-6 of the City Code of San Antonio, Texas.

Grantee may also use the Easement Property for deliveries to and operation of the Tower of the Americas.

Additionally, Grantee may use the Easement for access to the convention center for construction and operation of the convention center for a period of 48 months from and after the

Effective Date. During the same period, Grantee may also put on the Easement Property the Tower of the America's sign shown on **Exhibit C**.

Grantor, for the Consideration paid to Grantor, hereby grants, sells, and conveys to Grantee a non-exclusive easement appurtenant (the "**Easement**") in, upon, and across the Easement Property solely for the Purpose.

It is distinctly understood and agreed that the Easement granted herein does not constitute a conveyance in fee of the Easement Property, nor of the minerals therein and thereunder, but grants only an easement subject to the following:

a. Grantee covenants and agrees that Grantee shall not assign, sublease or otherwise transfer the Easement or the rights granted herein to any party without Grantor's consent, which may be granted or withheld in Grantor's sole discretion. Such consent, however, shall not be required for an assignment to a subsequent owner or lessee of the Dominant Estate.

b. If Grantee at any time no longer needs the Easement for access to the Dominant Estate, Grantee will so notify Grantor in writing that Grantee has permanently abandoned the Easement, and in any such event this conveyance shall be null and void and of no further force and effect as to the Easement Property or any part thereof, and the Easement Property, or any part thereof, shall absolutely revert to and revest in Grantor, its successors or assigns, without the necessity of any further act, suit, or action on the part of either Grantor or Grantee. Provided, however, that Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper deed of reconveyance, duly executed and acknowledged, on the written request of Grantor.

c. The Easement is made subject to any and all existing easements, prescriptive rights, rights-of-way, leases, and subleases affecting the Easement Property, or any part thereof, whether of record or not, and all presently recorded matters that affect the Easement Property. The Easement is further made subject to all future easements, leases, and subleases to the extent the same do not unduly interfere with Grantee's rights hereunder.

d. Grantor expressly reserves all oil, gas, and other minerals owned by Grantor, in, on, and under the Easement Property, provided that Grantor shall not be permitted to drill or excavate for minerals on the surface of the Easement Property, but may extract oil, gas, or other minerals from and under the Easement Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Easement Property.

e. Grantee hereby agrees to release Grantor and its agents, successors and assigns of and from any and all claims, demands, actions, and causes of action arising from or related to Grantee's use of the Easement Property.

f. Grantor shall maintain, or cause to be maintained the Easement Property so that the Easement Property is kept in a condition substantially equivalent to its present condition and usefulness, ordinary wear and tear excepted. Notwithstanding the foregoing, in consideration for Grantor permitting Grantee to use the existing parking booth and access gates, Grantee shall maintain the booth and access gates in a condition substantially equivalent to their existing

condition as of the Effective Date of this Easement at Grantee's sole cost and expense, ordinary wear and tear excepted.

g. If, in exercising Grantee's rights in and to the Easement, Grantee directly or indirectly causes any damage to the Easement Property not contemplated by this Easement Agreement or any damage to any property of Grantor, or any other property appurtenant thereto, or any improvements located on any property of Grantor or on any other property appurtenant thereto, Grantee shall, at Grantee's sole cost and expense and within a reasonable time after the exercise of such rights, but in no event later than thirty (30) days from the date the damage occurred, restore the Easement Property, all other such property, and/or such improvements to the original condition existing prior to the change or damage.

h. All work to be performed by Grantee or its agents, employees, representatives, or any other persons acting under its control or at its direction or request shall be done:

1. at the sole risk, cost and expense of Grantee;
2. in accordance with the applicable requirements of all Federal, state and local governmental and regulatory authorities having jurisdiction thereof, including, without limitation, complying with all applicable zoning ordinances, building codes and environmental laws; and
3. in a manner as will not unreasonably interfere with access to the adjacent or remainder property of Grantor.

i. Grantee's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the Easement Property or other property of Grantor or any part thereof or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such liens, encumbrances or charges shall at any time be filed against the Easement Property or the other property of Grantor or any part thereof by reason of work or services performed or material furnished by or at the direction of Grantee, Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

j. By its exercise of its rights hereunder, Grantee will not cause or permit the Easement Property, any other property of Grantor, or Grantor to be in violation of, or do anything or permit anything to be done by Grantee, its contractors, subcontractors, agents or employees that will subject the Easement Property, any other property of Grantor, or Grantor to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively call "*Applicable Environmental Laws*"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "*CERCLA*"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste

Amendments of 1984 (as amended, hereinafter called "**RCRA**"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Grantee's exercise of its rights hereunder. Grantee agrees to obtain any permits, licenses or similar authorizations for the Purpose by reason of any Applicable Environmental Laws that concern or result from the use of the Easement Property. Grantee will promptly notify Grantor in writing of any existing, pending or, to the best knowledge of Grantee, threatened, investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning the Purpose and/or Grantee's use of the Easement Property. In connection with the Purpose, Grantee will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Easement Property or any other property of Grantor. In connection with the Purpose, Grantee covenants and agrees to keep or cause the Easement Property and any other property of Grantor to be kept free of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery, at Grantee's sole cost and expense, unless the release (a) predates this instrument or (b) is made by Grantor or its officers, agents, employees, contractors, or invitees.. If Grantee fails to comply with or perform any of the foregoing covenants and obligations, Grantor may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Easement Property or any other property of Grantor (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by Grantee to Grantor. Grantee grants to Grantor and its agents, employees, contractors and consultants access to the Easement Property and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law). The terms "**hazardous substance**" and "**release**" as used in this Easement Agreement have the meanings specified in CERCLA, and the terms "**solid waste**" and "**disposal**" (or "**disposed**") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

k. Grantee agrees to release Grantor of and from any and all claims, demands, actions, and causes of action arising from or related to releases on the Easement Property of hazardous substances or solid waste by Grantee or those claiming by, through, or under Grantee.

l. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. § 470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE EASEMENT PROPERTY, GRANTEE SHALL NOTIFY THE TEXAS HISTORICAL COMMISSION. AN ARCHEOLOGICAL SURVEY MIGHT BE REQUIRED BY THE COMMISSION BEFORE CONSTRUCTION OR INSTALLATION OF ANY FACILITY CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS

EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. In the event GRANTEE is required to cease work, GRANTOR shall not be liable for any costs of GRANTEE, GRANTEE'S contractors, subcontractors or any other person or entity as a result of any interruption of GRANTEE'S use of the Easement herein granted.

m. The use of the Easement Property as permitted herein is not intended to and does not confer any rights on the public, constitute a grant of a public right of way, or establish a public street. Grantor may maintain existing signs along the Easement Property marking the Easement Property and, with the prior written approval of Grantee, which approval shall not be unreasonably withheld, may place additional signs and maintain existing or install additional access gates and traffic calming or other traffic safety devices within the Easement Property.

Grantor and Grantee expressly agree that there is reserved to Grantee the right, in its sole and absolute discretion, to terminate this Easement in its entirety at the end of each budget period of Grantee. If Grantee elects to exercise its right to terminate this Easement as provided herein, it shall deliver written notice of its election to Grantor, its successors or assigns, not later than 15 days after the end of the relevant budget period. Additionally, Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper instrument of reconveyance, duly executed and acknowledged, on the written request of Grantor.

Grantor reserves the right to use, and to permit its agents, employees, contractors, and invitees, to use the Easement Property and the Easement to access the adjoining or nearby property of Grantor or the Dominant Estate. Grantor further reserves the right to otherwise use and enjoy the Easement Property insofar as the exercise thereof does not endanger or interfere with the existence and maintenance of the Purpose.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective personal representatives, successors, and assigns.

TO HAVE AND HOLD the possession of the Easement Property for the purposes and subject to the limitations described above, without covenants, warranties or representations of any kind, express, implied, statutory, or otherwise; all warranties or covenants that might arise by common law and the implied covenants in Section 5.023 of the Texas Property Code (or its successor) are excluded.

Each party acknowledges that it and its counsel have reviewed this Easement Agreement and the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Easement Agreement.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

The Original Easement is released and terminated. This easement completely supersedes the Original Easement.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of The University of Texas at San Antonio **Approved as to Content:** The University of Texas at San Antonio

By: _____
Florence Mayne, Executive Director of,
Real Estate
The University of Texas System

By: _____
Name: _____
Title: _____

Date: _____

State of Texas §
County of Travis §

This instrument was acknowledged before me this date by Florence Mayne, Executive Director of Real Estate of The University of Texas System, for the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at San Antonio.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

City of San Antonio, a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

State of Texas §
County of Bexar §

This instrument was acknowledged before me 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: _____

Approved as to Form:

City Attorney

Exhibit A



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES FOR A DRIVEWAY EASEMENT

A 0.330 acre, or 14,373 square feet more or less, easement tract located on that called 13.068 acre tract comprised of that called 6.544 acre tract and that called 6.524 acre tract conveyed to the State of Texas by deeds recorded in Volume 6165, Pages 473-478 and Volume 5757, Pages 451-454 both of the Deed Records of Bexar County, Texas, all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.330 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found 3-inch monument with cap, on the north right-of-way line of Cesar E. Chavez Boulevard, formerly Durango Boulevard, a variable width public right-of-way, the southeast corner of that called 3.0931 acre tract conveyed to the United States of America by Special Warranty Deed recorded in Volume 6949, Pages 112-117 of the Deed Records of Bexar County, Texas, and the southwest corner of said 6.544 acre tract;

THENCE: S $51^{\circ}01'25''$ E, with the north line of said Cesar E. Chavez Boulevard and the south line of said 6.544 acre tract, a distance of 16.02 feet to a point on the north right-of-way line of said Cesar E. Chavez Boulevard and the south line of said 6.544 acre tract, for the POINT OF BEGINNING of the herein described easement;

THENCE: Departing the north right-of-way line of said Cesar E. Chavez Boulevard and the south line of said 6.544 acre tract, over and across said 6.544 acre tract, the following bearings and distances;

Along a non-tangent curve to the left, said curve having a radial bearing of N $06^{\circ}37'37''$ W, a radius of 48.01 feet, a central angle of $47^{\circ}45'47''$, a chord bearing and distance of N $59^{\circ}29'29''$ E, 38.87 feet, for an arc length of 40.02 feet to a point;

N $35^{\circ}36'37''$ E, a distance of 19.32 feet to a point;

Along a tangent curve to the left, said curve having a radius of 48.01 feet, a central angle of $79^{\circ}03'04''$, a chord bearing and distance of N $03^{\circ}54'55''$ W, 61.11 feet, for an arc length of 66.24 feet to a point;

N $43^{\circ}26'27''$ W, a distance of 30.42 feet to a point;

Along a tangent curve to the right, said curve having a radius of 102.02 feet, a central angle of $43^{\circ}26'27''$, a chord bearing and distance of N $21^{\circ}43'14''$ W, 75.51 feet, for an arc length of 77.35 feet to a point;

THENCE: N 00°00'06" E, a distance of 55.50 feet to a point on a curve on the northwest line of said 6.544 acre tract and the south line of a called 5.222 acre tract conveyed to the City of San Antonio by Warranty Deed recorded in Volume 7101, Pages 565-569 of the Deed Records of Bexar County, Texas, said point bears S 78°53'17" E, a chord distance of 5.58 feet from a found concrete monument at the northeast corner of said 3.0931 acre tract and a point of non-tangency of said 5.222 acre tract, for the northwest corner of the herein described easement;

THENCE: Along a non-tangent curve to the left with a north line of said 6.544 acre tract and a south line of said 5.222 acre tract, said curve having a radial bearing of N 09°47'12" E, a radius of 120.57 feet, a central angle of 21°01'43", a chord bearing and distance of N 89°16'20" E, 44.00 feet, for an arc length of 44.25 feet to a point on a curve on a north line of said 6.544 acre tract and south line of said 5.222 acre tract, for the northeast corner of the herein described easement;

THENCE: Departing the south line of said 5.222 acre tract and the north line of said 6.544 acre tract, over and across said 6.544 acre tract and that aforementioned 6.524 acre tract, the following bearings and distances;

S 00°00'06" W, a distance of 57.31 feet to a point;

Along a tangent curve to the left, said curve having a radius of 48.00 feet, a central angle of 25°49'06", a chord bearing and distance of S 12°54'27" E, 21.45 feet, for an arc length of 21.63 feet to a point;

Along a compound curve to the left, said curve having a radius of 88.02 feet, a central angle of 17°37'27", a chord bearing and distance of S 34°37'44" E, 26.97 feet, for an arc length of 27.07 feet to a point;

S 43°26'27" E, a distance of 37.63 feet to a point;

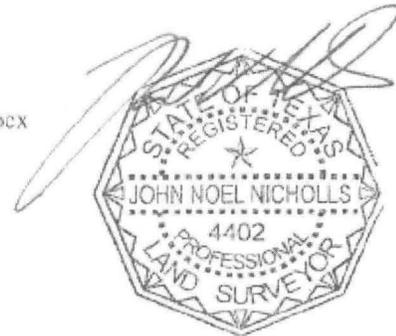
Along a tangent curve to the right, said curve having a radius of 82.01 feet, a central angle of 79°03'04", a chord bearing and distance of S 03°54'55" E, 104.39 feet, for an arc length of 113.15 feet to a point;

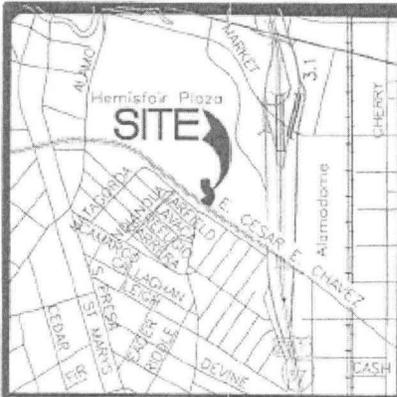
Along a tangent curve to the left, said curve having a radius of 48.01 feet, a central angle of 42°16'46", a chord bearing and distance of S 14°28'14" W, 34.63 feet, for an arc length of 35.43 feet to a point on the south line of said 6.544 acre tract and the north right-of-way line of said Cesar E. Chavez Boulevard for the southeast corner of the herein described easement;

THENCE: N 54°27'32" W, with the south line of said 6.544 acre tract and the north right-of-way line of said Cesar E. Chavez Boulevard, a distance of 36.09 feet to a found "+" in concrete for an angle point on the north right-of-way line of said Cesar E. Chavez Boulevard, and an angle point in the southwest line of the herein described easement;

THENCE: N 51°01'25" W, a distance of 41.21 feet to the POINT OF BEGINNING, and containing 0.330 of an acre in the City of San Antonio, Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground under job number 9351-12 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 5, 2013
Job No.: 8060-00
N:\Survey12\12-9300\9351-12\Word\FN9351-12 Driveway Easement.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





LOCATION MAP

MAPSCO MAP GRID: 516-F8
NOT TO SCALE

LEGEND:

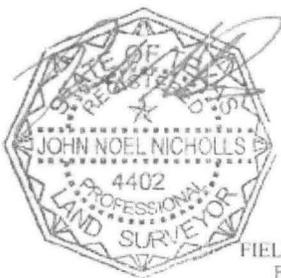
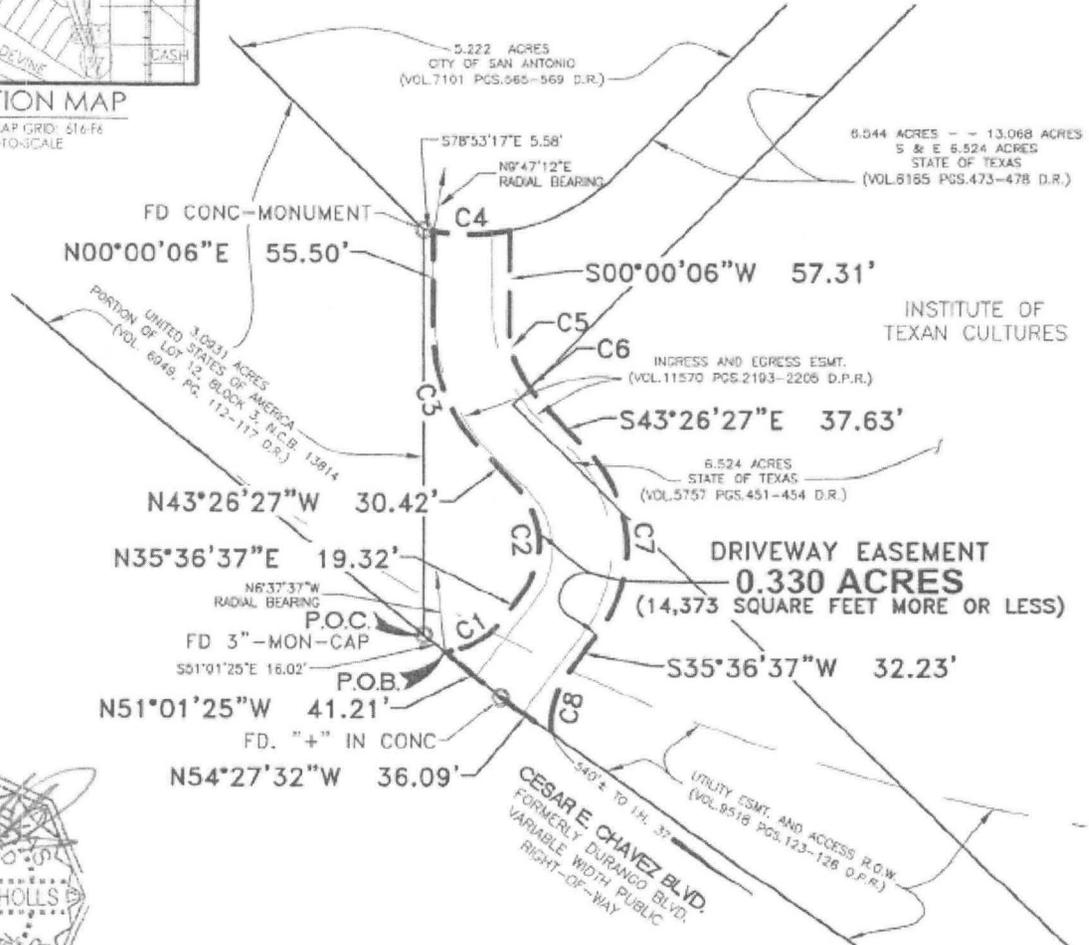
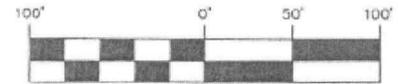
- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FIR FOUND 1/2" IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



SCALE: 1" = 100'



**FIELD NOTES
FOR A
DRIVEWAY EASEMENT**

A 0.330 ACRE, OR 14,373 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON THAT CALLED 13.068 ACRE TRACT COMPRISED OF THAT CALLED 6.544 ACRE TRACT AND THAT CALLED 6.524 ACRE TRACT CONVEYED TO THE STATE OF TEXAS BY DEEDS RECORDED IN VOLUME 6165, PAGES 473-478 AND VOLUME 5757, PAGES 451-454 BOTH OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, ALL IN NEW CITY BLOCK 13814 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	48.01'	47°45'47"	N59°29'29"E	38.87'	40.02'
C2	48.01'	79°03'04"	N5°54'55"W	61.11'	66.24'
C3	102.02'	43°26'27"	N21°43'14"W	75.51'	77.35'
C4	120.57'	21°01'43"	N89°16'20"E	44.00'	44.25'
C5	48.00'	25°49'06"	S12°54'27"E	21.45'	21.63'
C6	88.02'	17°37'27"	S34°37'44"E	26.97'	27.07'
C7	82.01'	79°03'04"	S3°54'55"E	104.39'	113.15'
C8	48.01'	42°16'46"	S14°28'14"W	34.63'	35.43'



503 EAST RAUSBY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.8000
FAX: 210.375.9010
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-00

MARCH 5, 2013

JOB No.:

SHEET 1 OF 1

9351-12

BAKER

SURVEYING &
ENGINEERING, I . . .

Exhibit B to Ingress and Egress Easement Agreement

2250 US 881 N
Blanco, TX 78608
Phone: 830-839-2250
Toll Free: 877-253-2260
FAX: 830-838-2287

Field notes of a 5.995 acre tract of land situated in the City of San Antonio, Bexar County, Texas being that Tract called 6.0027 acres Exhibit "A" conveyed to the Board of Regents of the University of Texas System and recorded in Volume 2146, page 754 of the Official Public Records of Bexar County, Texas and being part of Lot 12, Block 3, New City Block 13814 of that Civic Center, Project No. 5, Urban Renewal Agency Subdivision recorded in Volume 9518, Page 122-125 of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a Concrete Monument with Brass Cap (mutilated) found for the south corner of this tract and being the northeast corner of a 3.0931 acre tract conveyed to United States of America and recorded in Volume 6949, Page 112 of the Deed Records of Bexar County, Texas.

Thence N 45° 09' 04" W. 513.83 feet with the southwest line of this tract and the northeast line of the United States of America tract to a Magnetic Nail set for the west corner of this tract.

Thence N 44° 49' 01" E. 190.34 feet with the northwest line of this tract to a 1/2" iron pin found in concrete for northwest corner of this tract.

Thence with the north line of this tract as follows:

S 44° 38' 56" E. 64.86 feet to a 1/2" iron pin found with red cap stamped RPLS 4350 for an angle in said line.

N 89° 43' 01" E. 61.53 feet into a 2 story building to a calculated point for an angle in this line.

S 89° 36' 53" E. 186.84 feet continuing through the 2 story building to a 1/2" iron pin found at an angle point.

N 45° 07' 14" E. 221.86 feet to an "X" in concrete found for the northeast corner of this tract.

Thence with the northeast line of this tract as follows:

S 45° 11' 54" E. 149.95 feet to a 1/2" iron pin with red cap found at the beginning of a curve to the left.

Easterly along the arc of said curve to the left having a radius of 90.00 feet and a central angle of 41° 47' 25" a distance of 65.12 feet (Chord Bears: S 77° 42' 57" E. 69.71 feet) to a 1/2" iron pin found at the end of said curve.

N 71° 00' 54" E. 58.80 feet to a 1/2" iron pin found for an angle point.

S 27° 12' 41" E. 49.94 feet to a 1/2" iron pin found in concrete for an angle in said line.

S 25° 06' 46" E. 55.68 feet with a 1/2" iron pin in concrete found for the east corner of this tract.

Thence with the southeast line of this tract as follows:

S 45° 00' 00" W. 537.48 feet to an "X" cut in Granite Brick found at an angle point.

S 73° 55' 43" W. 116.68 feet to the place of beginning and containing 5.995 acres of land according to a survey on the ground in August of 2004 by Baker Surveying and Engineering, Inc.

Revised June 15, 2005 (corrected one bearing)

Job No. 04-103

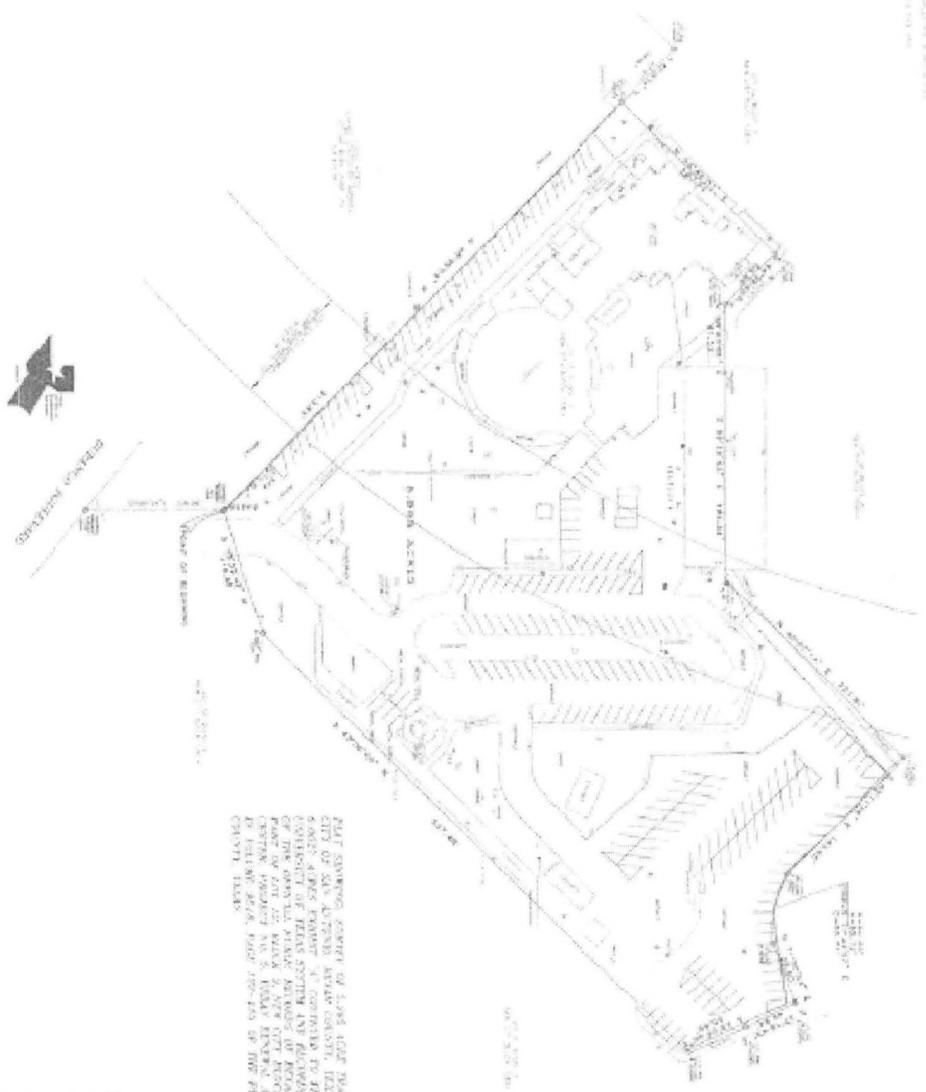
Accompanying Plat Prepared

File://draw 2004/04-103 City

Amil M. Baker, Jr.
AMIL M. BAKER, JR.
Registered Professional Land
Surveyor 1469



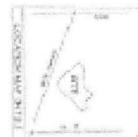
THIS PLAN IS THE PROPERTY OF BAKER CONSULTING ENGINEERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BAKER CONSULTING ENGINEERS, INC.



THIS PLAN SHOWS THE LAYOUT OF THE BUILDING AND THE LOCATION OF THE MECHANICAL, ELECTRICAL, PLUMBING, AND HVAC SYSTEMS. THE PLAN ALSO SHOWS THE LOCATION OF THE STAIRS, ELEVATORS, AND ACCESS ROADS. THE PLAN IS SUBJECT TO THE APPROVAL OF THE CITY OF NEW YORK AND THE DEPARTMENT OF BUILDINGS. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF BAKER CONSULTING ENGINEERS, INC.

LEGEND

1	EXISTING BUILDING
2	NEW BUILDING
3	PARKING
4	ACCESS
5	STAIRS
6	ELEVATORS
7	MECHANICAL
8	ELECTRICAL
9	PLUMBING
10	HVAC
11	FIRE ALARMS
12	SIGNALS
13	TELEPHONE
14	CLOCK
15	WATCH ROOM
16	REST ROOMS
17	TOILETS
18	SHOWERS
19	LOCKERS
20	FIRST AID
21	FIRST AID KIT
22	FIRST AID SUPPLIES
23	FIRST AID TRAINING
24	FIRST AID CERTIFICATION
25	FIRST AID INSTRUCTOR
26	FIRST AID COURSE
27	FIRST AID MATERIALS
28	FIRST AID EQUIPMENT



DATE: 10/15/11
 BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 TITLE: [Title]
 PROJECT: [Project Name]
 SHEET NO.: [Sheet Number]
 TOTAL SHEETS: [Total Sheets]

Attachment III

Parking Agreement

Effective Date: June 6, 2013

Authorizing Ordinance:

City: City of San Antonio, a Texas municipal corporation

City's Address: City Clerk, 100 Military Plaza, San Antonio, Texas
78205

UT: The University of Texas at San Antonio

UT's Address: One UTSA Circle
San Antonio, Texas 78249-0605

Description of Parking Lot: The area described on **Exhibit A**

Predicate Facts

City owns and operates the Parking Lot described above.

UT operates the adjacent Institute of Texan Cultures (ITC) and needs parking for visitors, employees, volunteers, and students.

UT and City previously entered into a similar agreement pertaining to the subject matter of this Agreement ("Old Agreement"). The Old Agreement will terminate on January 28, 2014, and the parking relationship between the parties will, from that date forward, be governed wholly by this Agreement.

The Old Agreement is between City and UT, is dated August 9, 2005, and is authorized by Ordinance 100852, May 12, 2005.

Rights and Obligations

1. Parking Rights, Payment.

1.01. City will designate 50 parking spaces in a parking lot or garage convenient to the ITC (the "Parking Lot," whether or not the spaces are located within the area shown on Exhibit A) for UT's sole use from 7:00 AM to 7:00 PM, seven days a week. City will place appropriate signage, reasonably acceptable to UT, marking the designated spaces and will control access to the

parking areas in which the designated spaces are located using the same means as at other City facilities. City agrees to maintain the area allocated for UT parking in condition satisfactory for use as a parking lot. City may change that location from time to time on 30-calendar-days notice, but any new location must also be convenient to ITC.

1.02. UT will pay City a pre-paid parking fee of \$5,000 per 365 (or 366)-day period from January 29 through the following January 28 for the 50 designated spaces City is providing to UT. Payment of each annual parking fee is due in advance not later than January 29 of each year at City of San Antonio Downtown Operations Department, Parking Division, 243 North Center Street, San Antonio, Bexar County, Texas 78202. UT is paid through September 30, 2013.

1.03. There are no restrictions on who UT may allow to park in the allotted parking spaces, but all such parkers must have window hangers, placards, decals, or a similar device to show parking authorization from UT.

1.04. City will give UT 50 passes for free parking during evening hours (after 7 p.m.) convenient to the Institute of Texan Cultures each calendar year of this agreement, prorated for partial years, except during major downtown events during which parking is at a premium.

2. Buses and Delivery Vehicles.

Buses may enter the Parking Lot for free for the purpose of discharging or picking up visitors to the ITC. Buses must not park in the Parking Lot and shall discharge and pick up passengers on UT's property. Tractor-trailer and heavy duty trucks making deliveries or providing services to ITC may enter the Parking Lot for free for the purpose of accessing UT's property for deliveries and loading and unloading, but, except during the periods of exclusive use in Paragraph 3 below, must not park in the Parking Lot.

3. Term and Termination.

The term of this Parking Agreement is from January 29, 2014 until and including January 28, 2017. UT may terminate this Parking Agreement at any time on 60 days prior written notice. Upon the termination date of this agreement by UT in accordance with this section 4, City will refund to UT the prorated amount of the pre-paid parking fee. All days are calendar days.

4. Disclaimer of Condition.

UT accepts the Parking Lot as-is, where-is, with all faults. City disclaims all warranties regarding the Parking Lot and its suitability for any purpose, including but not limited to the purpose of Worker and Visitor parking.

5. Security.

City may, but shall have no obligation to, provide security for the Parking Lot.

6. City of San Antonio Ethics Code.

6.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City 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 City 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) 10percent or more of the voting stock or shares of the business entity, or (ii) 10 percent 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.

6.02. UT warrants and certifies that UT and its officers, employees and agents are neither officers nor employees of the City with a prohibited financial interest in this contract.

7. Miscellaneous.

7.01. *Place of Performance.* All obligations performable under this agreement must be performed in San Antonio, Bexar County, Texas.

7.02. *Successors.* This Agreement inures to the benefit of and be binding upon the successors and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

7.03. *Integration.* **This Written Agreement 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.**

7.04. *Modification.* This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, shall affect the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

7.05. *Third Party Beneficiaries.* This Agreement benefits only the parties and their successors and permitted assigns. No third parties can enforce this agreement.

7.06. *Notices.* Any notice provided for or permitted hereunder shall be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. 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 given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

7.07. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

7.08. *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, can alter the rights or obligations of the parties as contained in this agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the Effective Date.

The University of Texas at San Antonio

The City of San Antonio

By _____
Kerry L. Kennedy
Vice President for Business Affairs

Signature: _____

Printed
Name: _____

Date: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Attachment:

Exhibit A: Parking Lot

Exhibit A

BAKER

**SURVEYING &
ENGINEERING, INC.**

2250 US 281 N
Blanco, TX 78608
Phone: 830-833-2250
Toll Free: 877-833-2250
FAX: 830-833-2257

Field notes of a 5.995 acre tract of land situated in the City of San Antonio, Bexar County, Texas being that Tract called 6.0027 acres Exhibit "A" conveyed to the Board of Regents of the University of Texas System and recorded in Volume 2146, page 754 of the Official Public Records of Bexar County, Texas and being part of Lot 12, Block 3, New City Block 13814 of that Civic Center, Project No. 5, Urban Renewal Agency Subdivision recorded in Volume 9518, Page 122-125 of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a Concrete Monument with Brass Cap (mutilated) found for the south corner of this tract and being the northeast corner of a 3.0931 acre tract conveyed to United States of America and recorded in Volume 6949, Page 112 of the Deed Records of Bexar County, Texas.

Thence N 45° 09' 04" E, 513.83 feet with the southwest line of this tract and the northeast line of the United States of America tract to a Magnetic Nail set for the west corner of this tract.

Thence N 44° 49' 01" E, 190.94 feet with the northwest line of this tract to a 1/2" iron pin found in concrete for northwest corner of this tract.

Thence with the north line of this tract as follows:

S 44° 38' 56" E, 64.86 feet to a 1/2" iron pin found with red cap stamped RPLS 4350 for an angle in said line.

N 89° 43' 01" E, 61.53 feet into a 2 story building to a calculated point for an angle in this line.

S 89° 36' 53" E, 186.84 feet continuing through the 2 story building to a 1/2" iron pin found at an angle point.

N 45° 07' 14" E, 221.86 feet to an "X" in concrete found for the northeast corner of this tract.

Thence with the northeast line of this tract as follows:

S 45° 11' 54" E, 149.95 feet to a 1/2" iron pin with red cap found at the beginning of a curve to the left.

Easterly along the arc of said curve to the left having a radius of 90.00 feet and a central angle of 41° 47' 25" a distance of 65.12 feet (Chord Bears: S 77° 42' 57" E, 63.71 feet) to a 1/2" iron pin found at the end of said curve.

N 71° 00' 54" E, 58.80 feet to a 1/2" iron pin found for an angle point.

S 27° 12' 41" E, 49.94 feet to a 1/2" iron pin found in concrete for an angle in said line.

S 25° 06' 46" E, 55.68 feet with a 1/2" iron pin in concrete found for the east corner of this tract.

Thence with the southeast line of this tract as follows:

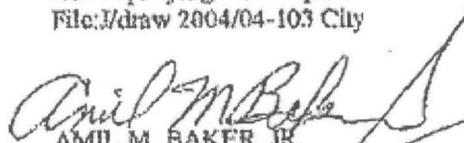
S 45° 00' 00" W, 537.48 feet to an "X" cut in Granite Brick found at an angle point.

S 73° 55' 43" W, 116.68 feet to the place of beginning and containing 5.995 acres of land according to a survey on the ground in August of 2004 by Baker Surveying and Engineering, Inc.

Job No. 04-103

Accompanying Plat Prepared

File:Jdraw 2004/04-103 City


AMIL M. BAKER, JR.
Registered Professional Land
Surveyor 1469



Attachment IV

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN ANTONIO AND THE UNIVERSITY OF TEXAS AT SAN ANTONIO TO COORDINATE CAPITAL PROJECTS

WHEREAS, the City of San Antonio (hereafter referred to as "**COSA**" or "**City**"), a home-rule city under the laws of the state of Texas, and The University of Texas at San Antonio (hereafter referred to as "**UTSA**"), a public university owned and operated by the State of Texas (collectively the "**Parties**"), have agreed to coordinate; and

WHEREAS, UTSA operates the existing Institute of Texan Cultures ("**ITC**") facility adjacent to the proposed Hemisfair redevelopment project; and

WHEREAS, COSA and UTSA acknowledge the benefits of coordinating the capital projects with the existing operations of the ITC where appropriate, in order to mitigate disruption in access to the ITC and operations on adjacent City property due to convention center construction, reduce City project costs, minimize closure of access and rights-of-way, reduce inconvenience to the public, and expedite convention center project construction; and

WHEREAS, COSA undertakes to carry out the improvements detailed herein at no cost to UTSA, to execute and deliver the Release of Covenants attached as Exhibit A, to execute and deliver the Parking Agreement attached as Exhibit B, and to pay UTSA the sum of \$48,000, and UTSA agrees to furnish COSA with an amended and restated ingress and egress easement to access the COSA parking lot in Hemisfair Plaza.

NOW THEREFORE, COSA and UTSA mutually consent to enter into this memorandum of understanding ("**MOU**") on the ____ day of _____, 2013 and agree as follows:

Terms of the MOU

- I. COSA will cause the Phase I improvements to be constructed or undertaken. Work on these improvements will begin no later than September 1, 2013 and the COSA will diligently pursue completion of the improvements thereafter.

Phase I: Temporary Parking Lot and Easement

a. Cesar Chavez Improvements:

- Median improvements to enable left turns
- Way-finding Signage on Cesar Chavez (from the east & west)
- Large Oak tree removal

b. Sidewalk from Cesar Chavez to ITC Parking Lot

- Minimum sidewalk width of 5 feet, except where that width would conflict with existing utilities, fences, or other limitations, in which areas (if any) the minimum sidewalk width will be 4 feet
- Brushed cement
- ADA compliant

c. Pedestrian Gateway From TOA to ITC

- Fence removal at entry of Tower of Americas to improve pedestrian flow
- Way Finding Signage to ITC
- 3 Vitex trees, 1 Elm tree & 1 Oak tree removed
- Crosswalk
- Lighting at the crosswalk to meet the standard of 5 footcandles

II. Phase II: Hemisfair Park Area Redevelopment Project: City recognizes UTSA as a key stakeholder in Hemisfair Park and will consult with UTSA in planning and redesign of the Hemisfair area redevelopment.

III. Ancillary Deliveries

COSA will execute and deliver the Release of Covenants attached as Exhibit A

COSA will execute and deliver the Parking Agreement attached as Exhibit B

COSA will pay UTSA the sum of \$48,000,

UTSA will furnish COSA with an amended and restated ingress and egress easement to access the COSA parking lot in Hemisfair Plaza in the form of Exhibit C; and

IV. Term. This MOU shall remain in effect for so long as either the Convention Center Expansion Project or the Hemisfair Park Redevelopment Project is underway.

V. Notices. All Notices to either party by other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

COSA	UTSA
City of San Antonio Capital Improvements Management Services Department Attention: Debbie Sittre, Assistant Director P.O. Box 839966 San Antonio, Texas 78283-3966	The University of Texas at San Antonio Attention: Vice President for Business Affairs One UTSA Circle San Antonio, Texas 78249

VI. Effective Date. This MOU shall become effective on the date specified above and upon the signature of both Parties.

IN WITNESS WHEREOF, the Parties hereto agree to enter into this MOU for their mutual benefit.

The University of Texas at San Antonio

The City of San Antonio

By _____
Kerry L. Kennedy
Vice President for Business Affairs

Signature: _____

Printed
Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Exhibit A: Release of Restrictive Covenant

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any of the Following Information from this Instrument Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

Release of Restrictive Covenants

State Of Texas }
 }
County Of Bexar } Know All By These Presents:

Releasor: City of San Antonio
Releasor's Address: P.O. Box 839966
 San Antonio, Texas 78283-3966

Predicate Facts

The City of San Antonio previously conveyed to the State of Texas the following parcels of real property by deeds containing restrictive covenants:

<i>Deed</i>	<i>Grantor</i>	<i>Grantee</i>	<i>Volume</i>	<i>Page</i>
A	City of San Antonio	State of Texas	6165	473
B	City of San Antonio	State of Texas	5757	451
C	City of San Antonio	State of Texas	5707	869

The tracts were subsequently transferred by the State of Texas to the Board of Regents of The University of Texas System. The covenants still burden the property, but most of them are no longer relevant, and the State of Texas and the Board of Regents of The University of Texas System would like to hold title free of the restrictions imposed by the covenants.

Operative Language

Now, therefore, in consideration of the premises and \$10 in hand paid by the Board of Regents of The University of Texas System, the receipt and adequacy of which are hereby acknowledged:

1. Releasor releases, acquits, and forever discharges all covenants and restrictions in Deed A (Warranty Deed dated May 27, 1969, from the City of San Antonio, as grantor, to the State of Texas, as grantee, recorded at volume 6165, page 473 in the Deed Records of Bexar County, Texas.

2. Releasor further releases, acquits, and forever discharges all covenants and restrictions in Deed B (Correction Deed dated May 16, 1967, from the City of San Antonio, as grantor, to the State of Texas, as grantee, recorded at volume 5757, page 451 in the Deed Records of Bexar County, Texas.

3. Releasor further releases, acquits, and forever discharges all covenants and restrictions in Deed C (Warranty Deed dated February 14, 1967, from the City of San Antonio, as grantor, to the State of Texas, as grantee, recorded at volume 5707, page 869 in the Deed Records of Bexar County, Texas.

Notwithstanding the above releases, easements for utility purposes retained in the referenced deeds are not affected and remain in full force and effect.

The execution and delivery of this instrument was authorized by a resolution duly adopted on _____, 2013, by the City Council of the City of San Antonio.

Dated: _____, 2013

The City of San Antonio

By: _____

Printed
Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2013, by _____, authorized representative of the City of San Antonio, a political subdivision of the State of Texas, on behalf of the City of San Antonio.

Notary Public, State of Texas

My Commission expires: _____